

1. Agenda

Documents:

[COUNCIL AGENDA 6.8.21.PDF](#)

2. Minutes

Documents:

[CITY COUNCIL MINUTES 06 08 21.PDF](#)

3. Meeting Materials

Documents:

[COUNCIL PACKET 6.08.21.PDF](#)

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JUNE 8, 2021
6:30 P.M. – COUNCIL CHAMBERS**

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meeting
6. Presentations/Proclamations
7. Public Comments
(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. Reports of Standing Committees
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor
11. Reports/Remarks of Councilmembers
(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
15. Old Business
 1. **C.B. 21-13** – An Ordinance to amend Chapter 6 – Buildings and Building Regulations of the Carthage Code, by adopting the International Code Council 2018 Codes as supplemented or amended and the 2017 NEC Code as supplemented or amended. (Public Works)
 2. **C.B. 21-22** – An Ordinance to amend Section 10-1 of the Carthage Code, by adopting the 2018 International Fire Code including Appendices B, C, D, F, G and I as supplemented or amended. (Public Works Committee)
 3. **C.B. 21-23** – An Ordinance authorizing the Mayor to execute an addendum to the 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 \$8,000.00. (Public Services)

4. **C.B. 21-24** – An Ordinance authorizing the Mayor to execute a Service Agreement MOU – Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage.

16. New Business

1. **C.B. 21-25** – An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30- 2022. (Budget Ways & Means)
2. **C.B. 21-26** – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00. (Budget Ways & Means)
3. **C.B. 21-27** – An Ordinance authorizing the Mayor of the City of Carthage, to enter into an agreement between the Carthage Convention & Visitors Bureau, and the City of Carthage, Missouri for Communications Services. (Budget Ways & Means)
4. **C.B. 21-28** – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed \$21,000.00. (Budget Ways & Means)
5. **C.B. 21-29** – An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board. (Budget Ways & Means)
6. **C.B. 21-30** – An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023. (Public Works)
7. **C.B. 21-31** – An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri. (Public Works)
8. **C.B. 21-32** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage. (Mayor)

17. Mayor's Appointments

1. Carthage Water & Electric Plant Board

18. Resolutions

1. **Resolution 1932-** A Resolution rescinding authorization of withdrawal of the City of Carthage's participation from Midwest Public Risk of Missouri's Property and Liability Programs for the 2021-2022 policy year. (Insurance, Audit and Claims)

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
May 25, 2021

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

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

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve the minutes of the May 11, 2021 Council Meeting. Motion carried unanimously.

During Citizen Participation period: Heather Collier, Carthage Community Foundation, expressed her support for Resolution 1931.

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

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. A recent health insurance utilization report was reviewed. Quotes for property and casualty insurance have been received with MPR providing the lowest quote.

Mr. Barlow reported that the Public Safety Committee met May 17. Mr. Barlow made a motion, seconded by Mr. Armstrong, to approve the street closures as requested by the Chamber of Commerce and vacate streets beginning on Friday evening, October 15, through Saturday evening October 16 for the Maple Leaf Parade and other festivities associated with the event. Motion carried. Octoberfest, which will replace Maple Under the Stars, is scheduled for October 9 in Central Park with events beginning around 3:00 p.m. There will be various games for families, food trucks and other vendors, live bands and a beer garden. Mark Elliff will work with the Police Department on organizing the event. Abi Almandinger discussed a permanent structure for a light tunnel on the south side of the square in the sidewalk mall area between Carthage Eye Care and World Finance. This project was forwarded to Public Services with support of Public Safety. Chad Dininger updated the committee on a recent Neighborhood Dumpster Days event which targets high-crime areas. Mr. Barlow made a motion, seconded by Mr. Snow, to close the roads at Kellogg Lake on June 12 for Kids Fishing Day and enforce no fishing between June 6th and June 12th after the lake has been restocked. Motion carried. The status of the Municipal Court was discussed due to the resignation of Judge Pete Lasley.

An appointment will be made for his replacement. A donation of \$5,000 from Perdue Foundation appears in Resolution 1928.

Mr. Daugherty reported that the Public Services Committee met on May 18. The donation policy is being amended to include guidelines for accepting anonymous donations. This is being presented in Resolution 1928. Various items were declared surplus and appear in Resolution 1929. Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the use of the Fair Acres parking lot for a carnival from October 13 through October 16. Motion carried. Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the use of Central Park on October 9 for Octoberfest and allow a beer garden. Motion carried. The MOU for a 6 month trial with LIME for scooter rentals appears in C.B. 21-24.

Mr. Armstrong reported the Public Works Committee is between meetings with the next meeting scheduled for June 1.

Special Committee and Board Liaison reports were given by Ms. Otero for the Carthage Humane Society and Mr. Armstrong for the Civil War Museum.

Mayor Rife reported he had been working on an appointment for the Municipal Judge position.

City Attorney Nate Dally discussed COBRA coverage changed by ARP guidelines, work on a social media policy and the contract with LIME.

Police Chief Greg Dagnan reported Jasper County 911 will put a tax increase on the August 3 ballot to help pay for a county-wide radio system.

Fire Chief Roger Williams reported on the re-acquisition of a 1939 fire truck.

City Administrator Tom Short reported on the following: River Street bridge replacement is waiting on asphalt, railroad crossing repairs, FY 22 budget and contracts will be on the June 8 agenda, updates to the donation policy, census data redistricting, city offices closing for Memorial Day, update on job description for Assistant City Administrator, GRO meetings, golf course revenues, FMLA policy update, ARP webinar, budget adjustment for FY 21, geofencing area for LIME contract, TAC meeting, fuel tax legislation, Region M meeting, Resolution 1931, and economic development meetings.

The Committee on Claims filed a report in the amount of \$2,560,609.34 against the following funds: General Revenue \$69,900.90, Public Health \$137,609.64, Civic Enhancement \$861.84, Parks/Stormwater \$51,774.87, Golf \$6,202.41, Capital Improvements \$5,800.00, Payroll \$288,459.68 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. 21-20 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and

Transportation Commission providing for a Transportation Alternatives Funds Program Agreement ((TAP-1601(704)) for ADA compliant sidewalks along River Street from Fairview Avenue to Airport Drive, as authorized by the United States Congress, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 with funds to be used for transportation alternatives activities was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and West. The Council Bill was approved and numbered Ordinance 21-21.

C.B. 21-21 – An Ordinance authorizing a special use permit for the operation of a carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in conjunction with the 2021 Carthage Maple Leaf Parade in the City of Carthage, Jasper County, Missouri was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and West. The Council Bill was approved and numbered Ordinance 21-22

Under new business, C.B. 21-22 – An Ordinance to amend Section 10-1 of the Carthage Code, by adopting the 2018 International Fire Code including Appendices B, C, D, F, G and I as supplemented or amended was placed on first reading with no action taken.

C.B. 21-23 – An Ordinance authorizing the Mayor to execute an addendum to the 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 \$8,000.00 was placed on first reading with no action taken.

C.B. 21-24 – An Ordinance authorizing the Mayor to execute a Service Agreement MOU – Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage was placed on first reading with no action taken.

Ms. Otero made a motion, seconded by Mr. Daugherty to approve the Mayor's Appointment of Kimberly Fisher as the Carthage Municipal Judge effective June 14, 2021. Motion carried.

Mr. Barlow made a motion, seconded by Ms. Otero, to approve Resolution 1928 – A Resolution providing for the formal acceptance of a donation to the City of Carthage's Fire Department by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 1928 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and West.

Mr. Armstrong made a motion, seconded by Ms. Otero, to approve Resolution 1929 – A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of a 2007 Chevrolet 1500 Crew Cab (77,169 miles) VIN-1GCEC19C77Z588293, a 1997 Ford Ranger (68,966 miles) VIN-1FTCR10A3VUB44966, and a 1995 Turfco/Jacobsen SV 3422 Topdresser (SN #596868). Resolution 1929 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and West.

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve Resolution 1930 – A Resolution of the City Council of the City of Carthage, Missouri amending, (by addition of provisions regarding anonymous donations), a policy formalizing the conditions and procedures to be followed by the City in accepting donations and grants. Resolution 1930 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and West.

Ms. Otero made a motion, seconded by Mr. Daugherty, to approve Resolution 1931 – A Resolution authorizing the City of Carthage, Missouri to submit an application to the Missouri Department of Natural Resources Historic Preservation Fund Grant – Planning and Outreach Grant – for training requirements under the Certified Local Government (CLG) Program for annual training of the Planning, Zoning and Historic Preservation Commission. Resolution 1931 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and West.

Mr. West made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:58 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

COUNCIL BILL NO. 21-13

ORDINANCE NO. _____

An Ordinance to amend Chapter 6 – Buildings and Building Regulations of the Carthage Code, by adopting the International Code Council 2018 Codes as supplemented or amended and the 2017 NEC Code as supplemented or amended.

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

SECTION I: The publication known as the International Code Council 2018 codes; International Building Code, International Residential Code, International Property Maintenance code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Swimming Pool and Spa Code, International Existing Building Code, and the 2017 National Electrical Code, as published by the International Code Council, Inc., and the National Fire Protection Association and is hereby referred to, adopted and made part hereof as if fully set out in ordinance, with the additions, insertions, deletions and changes, prescribed in the attachment to this ordinance as Exhibit A.

SECTION II: That all other ordinances and codes or parts of ordinances or codes in conflict are hereby repealed.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Works

COUNCIL BILL NO. 21-22

ORDINANCE NO. _____

An Ordinance to amend Section 10-1 of the Carthage Code, by adopting the 2018 International Fire Code including Appendices B, C, D, F, G and I as supplemented or amended .

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

SECTION I: The publication known as the 2018 International Fire Code including Appendix Chapters B, C, D, F, G and I, as published by the International Code Council, Inc., be and is hereby adopted as the Fire code, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code are hereby referred to, adopted, and made part hereof as if fully set out in ordinance.

SECTION II: Section 10-1 shall read as follows:

10-1. Fire Prevention Code adopted

A. *Adopted.* The provisions, except as modified in this Article, of the 2018 International Fire Code including Appendices B, C, D, F, G and I, three (3) copies of which are on file in the office of the City Clerk, are hereby incorporated in this Chapter and made a part hereof as though set forth fully herein and are hereby adopted as the official Fire Code of the City.

B. Wherever the word "*municipality*" is used in the code adopted by this Article, it shall be construed to mean this City.

C. The Fire Prevention Code adopted by this Article shall be administered and enforced by the Fire Chief or his designated person or persons,

D. Wherever the term "corporation counsel" is used in the fire prevention code adopted by this division, it shall be held to mean the city attorney.

E. *General Penalty. See Section 1-12 General penalty; continuing violations, of the Code of Carthage.*

F. That the International Fire Code 2018 is amended and revised in the following respects:

Section 101.1 is amended by inserting the name of this jurisdiction, "City of Carthage, Missouri."

Section 104.6.2 is amended by adding "The fire code official or his designees shall perform annual fire safety inspections of each A, B, M, F, I, E, H, S, R3 daycare occupancies in the City limits of Carthage & R1, R2, R4 occupancies.

Section 105.6.30 is deleted.

Section 110.4 is amended by inserting: [Misdemeanor, \$500.00, 100 days].

Section 112.4 is amended by inserting: [\$25.00, \$500.00].

Section 307.1 is amended to read "307.1 General. See Ordinance 14-05 Section 10-2 of the City of Carthage, Code of Ordinances.

Section 307.2 is deleted.

Section 505.1 is amended to read "505.1 Address Numbers. See Ordinance 6171 Section 17-83 of the City of Carthage, Code of Ordinances."

Section 5601.1 is amended to read as follows: "The provisions of this chapter and Ordinances 08-56 and Ordinance 10-14 of the City of Carthage, Code of Ordinances, shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials, fireworks, and small arms ammunition."

Notwithstanding the provisions of the 2018 International Fire Code adopted by this division, all persons shall comply in all respects with the provisions of sections 10-3 through 10-4 relative to fireworks and devices of like character.

G. Enforcement. Violations; penalty

- (1) Any person who shall violate any of the provisions of the fire prevention code adopted by this division or fail to comply therewith, or who shall violate or fail to comply with any order duly made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken within the time fixed in this division, shall severally, for

each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in Section 1-12 of the Carthage City Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

- (2) Appeals. Whenever the fire chief or his designee shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal in writing the decision of the fire chief or his designee to the board of appeals within 30 days from the date of the decision appealed. The applicant may appeal in writing the decision of the board of appeals to the Carthage City Council within 30 days from the date of the board decision.
- (3) The application of the penalty set out in subsection (1) of this section shall not be held to prevent the enforced removal of prohibited conditions.

H. Modifications.

The fire chief or his designee shall have power to modify or grant variance to any of the provisions of the current adopted fire code upon application in writing of the owner or lessee, or his duly authorized agent, when there are practical difficulties in carrying out the strict letter of the fire prevention code; provided that the spirit of such code shall be observed, public safety secured with equal or greater protection, and substantial justice done. The fire chief or his designee thereon, shall be entered upon the records of the fire department, and a signed copy shall be furnished to the applicant.

(Ord. No.?????)

I. New materials, processes or occupancies requiring permits.

The Public Works Committee or Public Safety Committee, with the Fire Chief or his designee and the Public Works Director, shall act as a committee to determine and specify after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those enumerated in the fire prevention code.

SECTION III: That the International Fire Code 2006 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Safety

COUNCIL BILL NO. 21-23

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an addendum to the 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 \$8,000.00.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute an addendum to the 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 \$8,000.00, pursuant to the Contract addendum which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ **DAY OF** June _____ **2021.**

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Hewlett-Packard Company

[Company Address]

[City, ST ZIP Code]



Contract Addendum to the original Agreement to Perform Park and Recreation Consulting Services

Date

[Date]

City of Carthage Rules and Regulations

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

This Addendum, effective on May 18, 2021 will be aligned with the original Scope of Work for the Master Plan as detailed and adopted on March 16, 2020.

Period of Performance

The Services shall commence on May 23, 2021, and will be completed by July 16, 2021

Scope of Work

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

- Gather site base map information from Jasper County GIS mapping
- Create existing conditions base map
- Create preliminary concept
- Conduct design workshop (in person or virtually, but prefer in person) with property owners and Carthage Parks personnel
- Finalize park concept (one or two concepts depending on input from design workshop)
- Cost Estimate for Park Improvements
- Analyze the adjacent property amenities and its role in the design concept

Deliverables

1. Preliminary and final annotative conceptual master plan designs in the form of color renderings.
2. Rough order of magnitude cost estimate broken up by major components and/or phases.

Consultant Fee

The fee for the development of the Park (potential acquisition) design concept is \$7,200 if a virtual stakeholder meeting is held of \$8,000 if an in-person stakeholder meeting is held. Expenses not to exceed \$250.00 will also be added to this addendum.

Invoice Procedures

DHC will submit an invoice to the Park and Recreation Department when the Park design concept for the potential acquisition is approved by the City of Carthage.

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

[Client Name]

Hewlett-Packard Company

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

COUNCIL BILL NO. 21-24

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Service Agreement MOU - Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri a Service Agreement MOU - Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Services Committee

Service Agreement MOU - Mobility Device Sharing Services

This Service Agreement and Memorandum of Understanding ("Agreement") is made this Tuesday June 8th 2021, by and between the City of Carthage ("City") and Neutron Holdings, Inc. DBA Lime ("Lime").

RECITALS

1. A goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Sharable micro-mobility devices and related services are a component to help the City achieve its transportation goals and the City desires to make mobility device share services available to residents and those who work in the City.
3. Lime is a qualified provider of micro-mobility device share and related mobility products and services and proposes to operate a mobility device share program within the City.
4. Lime's Products and Services provide a benefit to the City, citizens, and the surrounding community and is consistent with the City's goals and policies to provide safe, environmentally friendly, and affordable multi-modal transportation options to the community, including Lime customers;
5. Lime will abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide mobility device share services.
6. Lime possesses GPS, 3G, and self-locking technology in its mobility device fleet such that mobility devices may be locked and opened by Lime customers with a mobile application and tracked to assist operations and maintenance.

Agreement

1. Use of City Property. City authorizes Lime to use the public right-of-way for the purposes set forth in Section 2 of this agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.
2. Permitted Use. Lime users may use the public right-of-way for the operation of mobility devices owned and operated by Lime for use in the mobility device share program. Lime shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
3. Mobility Device Parking. Lime shall instruct Users to not park mobility devices in any location other than upon the City sidewalk in such a manner as to afford the least obstruction of pedestrian traffic and provide a minimum of 4 feet clearance for pedestrians.

4. Loss or Damage: City assumes no liability for loss or damage to Lime's mobility devices or other property. Lime agrees that City is not responsible for providing security at any location where Lime's mobility devices are stored or located.
5. Customer Acknowledgements: Lime may include a product feature administered through its mobile application that requires Users to acknowledge the following: (a) the parking requirements as outlined in Section 3 of this Agreement and (b) adherence to all applicable state and local laws.
6. Lime Fleet. Lime may maintain a fleet of _____ mobility devices. Mobility Devices shall be equipped with GPS technology or other installed software in order to track and manage the fleet's operations. Thereafter, the City may allow Lime to increase the number of mobility devices in Lime's fleet when Lime submits a written fleet-increase notice to the City, and within such notice Lime demonstrates with ridership data that across the prior 30 days (or a 12-month rolling average after the first full year of operations) that designates the need for such an increase.
7. Indemnification.
 - a. Lime will indemnify, defend, and hold harmless the City and its affiliates, officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any third party liability, actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of this agreement, or which are related to Lime's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by Lime (including its officers, managers, employees, contractors, agents, and volunteers), or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of Lime's mobility devices except as set forth in Section 8(b) hereof.
 - b. Lime will not indemnify, defend or hold harmless the City or the City's Indemnified Parties from and against all Claims resulting from or arising out of (i) the negligence or willful misconduct of the City or the City's Indemnified Parties or (ii) the design, construction, or maintenance of City infrastructure or projects permitted by the City, or any and all acts or omissions related thereto, for which Lime shall have no liability hereunder.
 - c. The parties further agree that the indemnifying party shall not be obligated to defend or indemnify any indemnified party for Claims made against the indemnified party's policy of workers' compensation insurance, and that the indemnified party's policy of workers' compensation insurance shall serve as the primary coverage for such claim.

8. Insurance. Lime shall procure and maintain for the duration of this agreement insurance against claims for which Lime has indemnified the City pursuant to Section 8 of this Agreement. Lime shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Two Million and no/100 Dollars (\$2,000,000.00). Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Lime's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Lime's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by City, which approval shall not be unreasonably withheld.
9. Compliance with Law. Lime at its own cost and expense, shall comply with any statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its mobility device share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Lime's lawful use or occupancy of City Property or any portion thereof, Lime shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with Lime, at no additional cost to City, such that Lime can properly comply with this Section and be allowed to use City Property as specified in Section 2, above.
10. Data Sharing. Lime agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information of Lime.
11. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or Liability Company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this agreement.
12. Term. This agreement shall commence on June 15th 2021, (the "Commencement Date") and shall expire on the date that is 6 months after the Commencement Date unless earlier terminated pursuant to Section 15, below. This is a PILOT project and may be amended to increase the time needed to assess the project.
13. Termination. This agreement may be terminated by either party, for any reason, or for no reason, prior to the expiration date set forth in Section 14, above, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination.

- a. Upon termination of this agreement by either party, Lime shall, at its sole cost and expense, remove its property from the public right-of-way within thirty (30) days of the date of termination.
14. Fees. Lime shall submit a fee of five cents (\$.05) per trip taken on any Mobility Device Lime has deployed in the City. The per-trip fee shall be invoiced monthly based on data provided by the Lime in accordance with Section 10 (Data Sharing), and the Lime shall submit payment within 30 days of receipt of the invoice. The City may remove a Mobility Device from the City's right-of-way if it creates a hazard that threatens the health, safety and welfare of citizens. In such instances, the City will notify the permitted Lime as soon as reasonably practicable thereafter. If the City must remove a Mobility Device, Lime shall be charged a relocation and storage fee that shall not exceed twenty dollars \$20.00. Carthage Parks & recreation department will be responsible for invoicing Lime.
15. Amendment. This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written and executed by duly authorized representatives of the parties.
16. Permits. The City shall notify Lime of any local permits required, if any, of the company for its local operation. Lime will apply for a City of Carthage business license.
17. Applicable Law and Venue. The laws of the Missouri shall govern the interpretation and enforcement of this agreement.
18. Counterparts and Electronic Signatures. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This agreement may be executed electronically.
19. Notices. Any notice required to be given in writing by either party pursuant to this agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Lime or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

(a) If to Lime: 85 2nd Street, Ste. 100
San Francisco, California 94105
Attention: Legal Department
with a copy to: legal@li.me

If to the City: City of Carthage
 Attention: Nate Dally
 321 Grant
 Carthage MO, 64836

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

CITY:

THE CITY OF CARTHAGE,

By: _____
Name: _____
Title: _____

LIME:

NEUTRON HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____

Title: _____

***NEW
BUSINESS***

An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30, 2022.

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

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

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

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

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

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

SECTION I: The budget of the City of Carthage for Fiscal Year 2021 - 2022 (year ending June 30, 2022, a copy of which is attached hereto and incorporated herein, is hereby adopted.

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Budget Ways & Means Committee

COUNCIL BILL NO. 21-26

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract with the Carthage Convention and Visitors Bureau for services in an estimated amount of \$100,000.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

AGREEMENT FOR TOURISM AND MARKETING SERVICES

City of Carthage, Missouri and the Carthage Convention and Visitors Bureau Tourism Lodging Tax

THIS AGREEMENT made and entered into this 1st day of July 2021, by and between the City of Carthage, Missouri, (hereinafter referred to as "City") with offices located at 326 Grant St., Carthage, Missouri, and the Carthage Convention and Visitors Bureau, Inc. (hereinafter referred to as "CVB") as a not-for-profit corporation organized under the laws of the State of Missouri, located at 402 S. Garrison, for the purpose of marketing and promoting the City of Carthage as a destination to visitors, on an annual basis beginning Fiscal Year 2021-2022 ("Initial Term").

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

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

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

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

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

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

WITNESSETH:

Article I

SCOPE OF SERVICES

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

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

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

An amount equal to the amount of actual collections by the City for Lodging Tax for the current fiscal year, collected and distributed to the CVB monthly. For the Initial Term this amount is estimated to be paid in the approximate amount of \$100,000.00, subject to increase or decrease based on actual collections of the Lodging Tax. This amount is to cover General Administrative Expenses and Promotional Marketing Expenses.

Article II

COMPENSATION AND METHOD OF PAYMENTS

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

Article III

CHANGES IN SCOPE OF SERVICES

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

Article IV

REPORTING

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

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

Article V

OTHER

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

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

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

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

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

Attest:

Traci Cox, City Clerk
City of Carthage, Missouri

Dan Rife, Mayor
City of Carthage, Missouri

Anthea Harbin, President
Carthage Convention and Visitors Bureau

Callie Myers, Executive Director
Carthage Convention and Visitors
Bureau

COUNCIL BILL NO. 21-27

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CARTHAGE, TO ENTER INTO AN AGREEMENT BETWEEN THE CARTHAGE CONVENTION & VISITORS BUREAU, AND THE CITY OF CARTHAGE, MISSOURI FOR COMMUNICATIONS SERVICES.

WHEREAS, the City is a participant in the GRO 3.0 program which is three (3) year plan, structured to help communities make strides in the arena of community and economic development; and

WHEREAS, the Community Engagement segment of the program endeavors to create a more engaged and committed citizenry; and

WHEREAS, the survey conducted to help local community leaders and citizens identify major local patterns identified communications shortfalls that through a collaborative and focused effort could be redefined and improved; and

WHEREAS, the GRO Committee has recommended to the City a methodology for consolidating and enhancing intra and inter communications vehicles available to the City,

NOW, THEREFORE, 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 between The Carthage Convention & Visitors Bureau, and The City of Carthage, Missouri, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Budget Ways & Means Committee

AGREEMENT FOR COMMUNICATION SERVICES

City of Carthage, Missouri and the Carthage Convention and Visitors Bureau

THIS AGREEMENT made and entered into this _____ day of July 01, 2021, by and between the City of Carthage, Missouri, (hereinafter referred to as "City") with offices located at 326 Grant St., Carthage, Missouri, and the Carthage Convention and Visitors Bureau, Inc. (hereinafter referred to as "CVB") as a not-for-profit corporation organized under the laws of the State of Missouri, located at 116 W 3rd, Carthage, MO 64836, for the purpose of maintaining and furthering communications for the City of Carthage for the Fiscal Year, July 01, 2021 – June 30, 2022.

WHEREAS, the City of Carthage desires to engage the services of the CVB in order to maintain and further communications with the citizens of the City of Carthage, and

WHEREAS, it is to the benefit of the City and its citizens to engage the CVB to provide such communication services, and

WHEREAS, the agreed upon services include maintaining the City's websites, social media channels, and the public relations efforts of the City on a case by case basis, and

WHEREAS, the CVB has assured the City that it is capable of providing those services, and

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

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

WITNESSETH:

Article I

SCOPE OF SERVICES

The City shall provide the CVB with the information and content for the City's websites and all social media platforms. The CVB shall incorporate the information and content provided by the City into all such desirable platforms as CVB and City deem appropriate. The CVB (in consultation with the City) shall have full creative license to publish the content provided by the City as it sees fit.

Article II

COMPENSATION

The CVB agrees to perform its obligations hereunder in exchange for compensation agreed upon as follows:

The City shall pay an amount not to exceed Sixty-Thousand Dollars (\$60,000.00) in

monthly installments of at least Five Thousand Dollars (\$5,000.00) for CVB's services provided hereunder. The parties anticipate a minimum of fifteen (15) hours per week to accomplish the scope of services. Compensation for any subsequent renewal terms shall be agreed upon in a signed writing by the parties. The cost for services rendered may be cost-shared by the City with Carthage Water & Electric Plant. The CVB will provide invoices to the City on a monthly basis advising of the hours spent on the services contemplated herein and the requested compensation for that time. In the event the aforementioned anticipated hours are exceeded and additional compensation is required, the CVB shall notify the City of hours in excess of those anticipated on the subsequently provided invoice. Any objection by the City to such additional hours or charges shall be raised within thirty (30) days of the date of the invoice or shall be deemed waived.

Payment for services rendered is due within thirty (30) days of the date of the invoice provided by the CVB.

Article III

CHANGES IN SCOPE OF SERVICES

If at any time during the course of this agreement either party desires to change the scope of services, duration, or compensation delineated above, a written request will be provided to the other party for consideration and either accepted or rejected within thirty (30) days unless an extension is agreed upon by the parties. Changes requested by the City shall be submitted to the CVB board of directors for consideration. Changes requested by the CVB shall be provided to the City Administrator to take to the City Council for consideration.

Article IV

REVIEW

PERIOD

A representative of the CVB and the City will meet quarterly to review the communication efforts of the CVB, discuss scope of work, review communication goals for the next quarter, and review any reports the CVB may provide to the City for the previous quarter. Any objections by the City to the CVB's efforts during the previous quarter must be raised at each quarterly review. Any requests by the CVB for approval, direction, specification, or documentation made at the quarterly review shall be provided by the City within thirty (30) days of the meeting unless an extension is agreed upon by the parties. Any requests by the City for information, specification, or documentation made at the quarterly review shall be provided by the CVB within thirty (30) days of the meeting unless an extension is agreed upon by the parties.

Article

V

OTHER

The City shall be responsible for periodic review and feedback to the CVB of

communication efforts. Any objections to CVB efforts not raised by the City by or at each quarterly review shall be deemed waived by the next quarter.

If either party shall fail to fulfill in timely and proper manner that party's obligations under this contract, or if either party shall violate any of the covenants, agreements, or stipulations of this contract, the other party shall have the right to terminate this contract by giving written notice to the designated agent of the other party of such termination and specifying the effective date thereof, at least ten days before the effective day of such termination. Either party may, with or without cause, terminate this contract upon 30 days prior written notice. The CVB shall be entitled to receive just and equitable compensation for any work completed prior to the termination date.

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

Attest:

Traci Cox, City Clerk
City of Carthage, Missouri

Dan Rife, Mayor
City of Carthage, Missouri

Anthea Harbin, President
Director
Carthage Convention and Visitors Bureau

Callie Myers, Executive
Carthage Convention and Visitors
Bureau

COUNCIL BILL NO. 21-28

ORDINANCE NO. _____

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

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

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

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

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

THIS AGREEMENT made and entered into this 1st day of July 2021, by and between Carthage Over 60 Center Inc., hereinafter referred to as Center and the City of Carthage, a Municipal Corporation, hereinafter referred to as City.

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

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

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

I Center Agrees to:

- (1) Provide such nutrition services as are outlined in this contract with the Area Agency on Aging and in accordance with Federal program guidelines, with these services to be provided at the location hereinafter referred to as facility, this being the Carthage Over 60 Center, located at 404 E Third Street, Carthage, Missouri.
- (2) To employ, train and supervise such employees as it deems necessary for the operation of nutrition and support services at the facility, in accordance with current Administration on Aging requirements.
- (3) To pay for or provide payment for utilities and telephone beginning July 1, 2021 ending June 30, 2022. Said payment shall cover the total cost for all utilities and all telephone expenses at the facility.
- (4) To pay for or provide for all maintenance and janitorial services for the inside of the facility, including all inside equipment and furnishings.
- (5) To not sublet the facility, or part thereof, without written permission of City or as provided within this agreement.
- (6) To provide recreational and support services to include, but not limited to the following: regular blood pressure and eye examination clinics at the facility, dances at the facility, card playing and card tournaments at the facility, and all other such services as may be required by federal regulation and contracts.
- (7) In addition Center agrees to provide, when feasible, such other recreation and support services as may be requested by the senior persons of Carthage through the Center's Advisory Council.

II City Agrees:

- (1) To make available to Center use of the facility.
- (2) To maintain the structural soundness of the premises and maintain the outside of the building such as, but not limited to, roof, walls, doors and air conditioning

- system.
- (3) To provide for and pay property insurance to cover claims for injuries caused due to the condition of City=s property.
 - (4) To maintain the parking lot area including the plowing of snow from the parking area when necessary and shoveling of snow from walkways at the facility.
 - (5) To provide for lawn mowing at the facility.

III City and Center Further Agree:

- (1) To recognize the duly elected Advisory Council as the formal advisory body of senior citizens in matters including the building, nutrition program, recreation and support services. The City and Center will have representatives present at regular meetings of the Advisory Council and seriously consider all requests and recommendations from this advisory group.
- (2) Scheduling of activities at the facility shall be handled in the following manner:
 - a) Center shall handle all scheduling of events and activities at the facility. Priority in scheduling will be given in the following order:
 - (1) Center sponsored senior citizen activities
 - (2) Other senior citizen activities
 - (3) City government sponsored activities
 - (4) Private group or organization activities (non-senior)
 - b) The facility shall be made available to community groups when not previously scheduled and in accordance with the priority listing in Section III, 2., (a) above. The parties involved recognize the requirement that the facility remain a community building, with priority given to senior citizens, but open to other groups.
 - c) Charges for use of the facility by non-senior private groups or activities may be levied in order for Center to defray the additional cost of utilities used by outside groups. Any such charges, as well as other rental policies, e.g., clean-up policy, hours, availability of keys, etc., shall be determined by the Advisory Council in conjunction with the City.
- (3) In consideration of the services to be rendered hereunder to the City, the City agrees to pay on behalf of the Center, a sum not to exceed twenty-one thousand dollars and no cents (\$21,000.00) appropriated by the annual budget of the City, which shall be used to pay utility costs for water, electric, sewer and gas bills monthly. Individual utility services shall be billed to the Center which in turn will be submitted to the City for payment up to the amounts indicated above. Any amounts above those indicated are to be the responsibility of the Center.

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

IV TERM OF AGREEMENT:

This agreement shall be deemed to have taken effect July 1, 2021 and shall terminate as of June 30, 2022. This agreement shall be binding upon the parties hereto, and their successors.

CITY OF CARTHAGE

By: _____
Dan Rife,
Mayor

ATTEST:

Traci Cox, City Clerk

Carthage Over 60 Center

By: _____

COUNCIL BILL NO. 21-29

ORDINANCE NO. _____

An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board.

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

SECTION I: The utility rate adjustments for electric, water and wastewater services recommended by the Carthage Water & Electric Board, which are attached hereto and incorporated herein by reference as if set forth in full, are hereby authorized to be in effect beginning July 1, 2021.

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2021.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
RESIDENTIAL SERVICE**

AVAILABILITY:

This rate is available by contract for single-phase 120/240 volt service to a single family dwelling through one meter for domestic use, and to separate structures on the same parcel of land, so long as these additional structures are not used for commercial purposes.

ENERGY CHARGE:

For all kWh used per month, per kWh	\$0.09692
-------------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

Residential Service (single family dwelling)	\$17.60
Residential Service (additional structures)	\$26.60

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fee (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. The use of motors not exceeding five horsepower will be permitted hereunder; provided, however, that motors of one horsepower and over must be connected for 240 volts, and provided further that simultaneous starting of motors totaling over five horsepower will not be permitted except that operation of air conditioners with a nominal manufacturer's rating of up to and including five ton capacity will be permitted under the further provision that not more than five tons (manufacturer's nominal rating) may be started from a single control. Equipment characterized by severe or fluctuating demands will not be permitted under this rate schedule. Service is for the exclusive use of the customer and shall not be resold or shared with others. Carthage Water & Electric Plant maintains sole discretion to determine which services will be billed under this rate.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.08134
For all additional kWh used per month, per kWh	\$0.07823

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.09689
For all additional kWh used per month, per kWh	\$0.09000

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$30.00
Three-Phase Service	\$85.00

MONTHLY DEMAND CHARGE:

For the first 6 kW of billing demand, per kW:	No Charge
Over 6 kW of billing demand, per kW:	\$7.90

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. The above undiscounted rates apply to secondary service. Primary service discounts shall apply to those customers who own their own transformation facilities (see Primary Service schedule and associated Conditions of Service). The General Service rate was developed assuming those customers who do not own their own facilities will be metered on the low side of the transformer and receive no discount. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PRIMARY SERVICE**

AVAILABILITY:

The primary rate shall apply to those customers who own their own transformation facilities.

ENERGY CHARGE:

For the first 200,000 of kWh used per month, per kWh	\$0.06656
For the next 300,000 kWh used per month, per kWh	\$0.05516
For all additional kWh used per month, per kWh	\$0.05216

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$8.19
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MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$30.00
Three-Phase Service	\$90.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. Primary Service rates shall apply to those customers who own their own transformation facilities. Those who do own transformation facilities will be metered on the high side of the transformer and will accordingly be eligible for the Primary Service rates in this tariff. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.05694
For all additional kWh used per month, per kWh	\$0.05476

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.06782
For all additional kWh used per month, per kWh	\$0.06300

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$21.00
Three-Phase Service	\$59.50

MONTHLY DEMAND CHARGE:

For the first 6 kW of billing demand, per kW:	No Charge
Over 6 kW of billing demand, per kW:	\$5.53

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Municipal General Service rates are based on General Service rates, discounted 30%. Billing demand shall be based on the current monthly peak. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL STREET LIGHTING & TRAFFIC SIGNALS SERVICE**

ENERGY CHARGE:

All kWh used per month, per kWh	\$0.04304
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$15.00
Three-Phase service	\$42.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
AREA LIGHTING**

AVAILABILITY:

This rate is available to consumers using Carthage Water & Electric Plant's electric service.

UNIT CHARGE:

53 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge	\$3.70
53 LED, 60 LED, 66 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, unmetered, monthly charge	\$9.41
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, metered, monthly charge	\$7.53
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge	\$18.76
105 Watt Flood, metered, monthly charge	\$9.75
105 Watt Flood, unmetered, monthly charge	\$13.43
185 Watt Flood, metered, monthly charge	\$11.85
185 Watt Flood, unmetered, monthly charge	\$15.80
390 Watt Flood, metered, monthly charge	\$12.11
390 Watt Flood, unmetered, monthly charge	\$20.27

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires a new pole	\$91.00
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PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by CWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL AREA LIGHTING**

AVAILABILITY:

This rate is available to City of Carthage departments for area lighting.

UNIT CHARGE:

53 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge @ \$3.70, discounted 30%	\$2.59
53 LED, 60 LED, 66 LED, 70 LED, 100 HPS, 150 HPS, unmetered, monthly charge @ \$9.41, discounted 30%	\$6.59
100 LED, 120 LED, metered, monthly charge @ \$7.53, discounted 30%	\$5.27
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge @ \$18.76, discounted 30%	\$13.13
105 Watt Flood, metered, monthly charge @ \$9.75 discounted 30%	\$6.83
105 Watt Flood, unmetered, monthly charge @ \$13.43, discounted 30%	\$9.40
185 Watt Flood, metered, monthly charge @ \$11.85, discounted 30%	\$8.30
185 Watt Flood, unmetered, monthly charge @ \$15.80, discounted 30%	\$11.06
390 Watt Flood, metered, monthly charge @ 12.11, discounted 30%	\$8.48
390 Watt Flood, unmetered, monthly charge @ \$20.27, discounted 30%	\$14.19

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires new pole @ \$91, discounted 30%	\$63.70
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PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by CWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
SPORTS FIELD LIGHTING AND CORPS OF ENGINEERS
APPROVED FLOOD CONTROL AREAS**

AVAILABILITY:

This rate is available by contract to non-commercial institutions within the city limits of Carthage for Sports Field lighting and Corps of Engineers approved Flood Control areas.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.08134
For all additional kWh used per month, per kWh	\$0.07823

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No Charge
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$30.00
Three-Phase service	\$85.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL SPORTS FIELD LIGHTING**

AVAILABILITY:

This rate is available by contract to City Departments within the city limits of Carthage for Sports Field lighting.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.05694
For all additional kWh used per month, per kWh	\$0.05476

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No charge
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$21.00
Three-Phase Service	\$59.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within of this rate book.

CONDITIONS OF SERVICE:

Municipal Sports Field Lighting rates are based on Sports Field Lighting and Corps of Engineers Approved Flood Area rates, discounted 30%. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
TEMPORARY ELECTRIC SERVICE**

AVAILABILITY:

This rate is available for single phase 120/240 volt temporary service for construction or other temporary purposes.

ENERGY CHARGE:

For the first 100 kWh used per month, per kWh	\$0.22330
For all additional kWh used per month, per kWh	\$0.15430

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$19.02
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SETUP CHARGE:

Temporary electric service setup charge	\$75.00
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PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PARALLEL GENERATION SERVICE**

AVAILABILITY:

This schedule is available for service to customers who generate part, all or more than their requirements, only by special contract stipulating conditions of service and customer interconnection equipment.

NEW RATE:

Power and energy sold to customer shall be billed at the applicable General or Primary Service rates except that the Billing Demand shall be the maximum 15 minute measured demand in the past thirty-six months, adjusted for power factor. Energy delivered to the Department by the customer shall be purchased at a rate per kWh equal to that month's per kWh charge to CW&EP for Sikeston Power Plant energy; if there should be no Sikeston energy billing because of plant outage or other reasons, then this rate will be based on the weighted-average energy cost for the month.

MINIMUM MONTHLY BILL:

The minimum bill shall be the Billing Demand.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective January 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PURCHASE POWER ADJUSTMENT**

The purpose of this rate is to accurately recover from customers the cost of wholesale electric energy purchased and generated more than the cost forecasted by Carthage Water & Electric Plant in conjunction with electric service rates. The actual cost of wholesale electric energy purchased and generated above the forecasted amount shall be billed as a Purchase Power Adjustment (PPA) determined by multiplying the billed kWh for the current month times a Purchase Power Adjustment Factor (PPAF). The calculation of the PPAF is as follows:

$$PPAF = A \times 1/(1-B)$$

Where:

PPAF = Purchase Power Adjustment Factor to be made per kWh billed

A = The amount in cents or fraction thereof by which the average cost of power per kWh paid by the utility to purchase or generate energy during the previous twelve months for which kWh is billed exceeds or is less than \$0.05346 per kWh

B = The average percentage of power losses expressed decimally for the previous twelve months as shown in the production and disposition analysis.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
RESIDENTIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to residential consumers living in single family dwellings.

NET RATE:

All CCF	\$2.73
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MONTHLY CUSTOMER CHARGE:

Residential Customer Charge	\$11.00
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SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
COMMERCIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to consumers not living in single family dwellings.

NET RATE:

All CCF	\$2.76
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MONTHLY CUSTOMER CHARGE:

Commercial Customer Charge	\$25.00
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SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others without prior written approval from CW&EP.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
WASTEWATER SERVICE**

APPLICABILITY:

This rate applies to all accounts served by the sanitary wastewater system of the City of Carthage, MO. The rate is based upon consumption of water from the municipal water system with provisions for modifications in those accounts for which the use of municipal water is not a reasonable measure of the use of the wastewater system. For all non-residential usage, these rates are based upon actual month-to-month water consumption. For residential users, these rates are based upon the average water consumed during the months of December, January, February, and March. New residential accounts which have not established usage over these four months will be billed their month-to-month water usage until a complete, consecutive four-month billing base is established during the months of December, January, February and March. The definition of residential users, for Wastewater charges only, includes single-family dwellings, multiple-family dwellings, trailer courts, apartment houses and any other residential-type complex.

NET RATE:

All CCF	\$2.07
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MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$18.50	3" meter	\$29.90
1" meter	\$20.30	4" meter	\$34.60
1 1/2" meter	\$22.70	6" meter	\$44.20
2" meter	\$25.10		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

For customers not using CW&EP water, but using the wastewater service, monthly fees are as follows:

Up to 1,500 sq ft dwelling	\$25.69
1,500 to 2,500 sq ft dwelling	\$33.06
Over 2,500 sq ft dwelling	\$38.59

NOTE: One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
CITY ORDINANCE APPROVED OUTSIDE OF CITY CONSUMERS**

APPLICABILITY:

This rate applies to accounts served by the sanitary wastewater system of the City of Carthage, MO, outside City limits, pursuant to City ordinance approval.

NET RATE:

All CCF \$2.16

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$18.50	3" meter	\$29.90
1" meter	\$20.30	4" meter	\$34.60
1 1/2" meter	\$22.70	6" meter	\$44.20
2" meter	\$25.10		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

EXTRA STRENGTH CHARGES (IF APPLICABLE):

Extra strength sewage charges may also be applicable as determined by the sampled strength of the discharge.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include any franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

PERMITS REQUIRED:

Service under this tariff may be subject to issuance of a wastewater permit pursuant to City Ordinance #6002.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
PAYMENT IN LIEU OF TAX**

APPLICATION:

This rider shall apply to all Electric, Water and Wastewater billings to customers located within the City of Carthage except for City or City department accounts.

RATE:

Charge amount shall be 3.5% of the applicable service charges. Such payment in lieu of tax shall not exceed \$100 per month, per metered account.

Effective January 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
SERVICE CHARGES**

SERVICE PERFORMED:

Service - Connect - during office hours	\$30.00
Service - Connect - after office hours	\$75.00
Electric Service - Disconnect - at the pole	\$125.00
Electric Service - Reinstate - at the pole	\$125.00
Electric Service - Disconnect - at the pole - after hours	\$210.00
Electric Service - Reinstate - at the pole - after hours	\$210.00
Service - Non-Payment Reinstate - during office hours	\$30.00
Service - Non-Payment Reinstate - after office hours	\$75.00
Service call due to Meter Tampering	\$70.00
Service charge for return check	\$25.00
Set portable watthour meter	\$30.00

WATER AND WASTEWATER SERVICES

1" Service:	Tap only by CWEP personnel	\$500.00
	CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	
2" Service:	Tap only by CWEP personnel	\$1,000.00
	CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	
4" Service or larger:	Charge based on actual labor, overhead and material on a per-connection basis	
Temporary Meters:	Deposit:	\$1,000.00
	Fee for CWEP to set meter:	\$50.00
	Deposit will be refunded if meter is returned in proper working order. Any damage will result in the cost of any replacement parts deducted from the deposit up to the entire amount of the deposit.	
Frontage Fee:	Water: \$50 per foot of water service available. Wastewater: \$50 per foot of wastewater service available.	

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
LATE PAYMENT PENALTY**

Customer account balances not paid by the past due date specified on the bill will be assessed a 10% late payment penalty charge. Penalty charges will not be assessed on balances previously penalized.

If a due date falls on a weekend or holiday, payments will be accepted without a late fee on the following business day.

CW&EP will accept, without penalty, payments received in the mail and drop box prior to the start of business on the first business day following the past due date specified on the bill.

Effective July 1, 1994

Updated August 21, 2003

**CARTHAGE WATER & ELECTRIC PLANT
MISSOURI WATER PRIMACY FEE**

Rule 10 CSR 60-16.010 Levy and Collection of the Missouri Primacy Fee requires collection of a fee from all customers of public water systems based on the size of the water system and the customer's meter size. These fees are collected monthly and remitted to the Department of Natural Resources of the State of Missouri.

	<u>AMOUNT</u>
Water System service monthly connection fees are as follows:	
Unmetered customers and customers with a meter less than or equal to one inch	\$0.23
More than one inch and less than two inches	\$0.62
More than two inches and less than four inches	\$3.43
More than four inches	\$6.87

Enacted September 1, 1992

Updated September 1, 2006

**CARTHAGE WATER & ELECTRIC PLANT
ECONOMIC DEVELOPMENT RIDER**

Purpose:

The purpose of this economic development rider is to encourage industrial development in the Carthage Water & Electric Plant (CWEP) service territory.

Definitions:

1. Annual Load Factor: The annual load factor applicable to the customer shall be determined by the following relationship:
Load Factor:
$$\frac{\text{Annual Energy (kWh)}/\text{Hours in Year}}{\text{Average Billing Demand (kW)}}$$
2. Average Billing Demand: The sum of monthly electric billing demands divided by the number of months. For calculation of annual load factor, the twelve most recent billing demands are applied, unless fewer than twelve months are available or practical, in which case the most recent available billing demands shall be applied.
3. Month: The term "month" or "monthly" refers to the billing month as determined by CWEP.
4. New Industrial Customer: A customer in CWEP's service territory utilizing new facilities which result in new load.
5. New Load: The term "new load" refers to the amount of load that is added to CWEP's system after a date defined by contract.

Availability:

Electric service under this rider is only available to new industrial customers otherwise qualified for service under the Primary Service Rate and the General Service Rate and who make application for service.

For purposes of this rider, an industrial customer is defined as any business primarily engaged in the manufacturing or processing of a product for sale or resale or any other similar industrial-related activities as may be determined by CWEP.

Applicability:

Upon the written request of the customer and acceptance by CWEP, the provisions of this rider will be applicable to customers who meet the following qualifications:

- 1) The monthly billing demand of the new customer is reasonably projected to be at least 200 kW within two years of the new customer first receiving service.
- 2) The annual load factor of the new customer is reasonably projected to equal or exceed an annual load factor of 50% within two years of the new customer first receiving service from CWEP.
- 3) If, as determined by CWEP, the new customer load fails to meet the applicability criteria at the end of the two-year projection period starting with the first month's application of the incentive discount provisions, CWEP may terminate the application of the provisions for the remaining years of the discount period.
- 4) Once a customer achieves 200 kW of monthly billing demand, the customer must maintain an average billing demand of 200 kW and an average load factor of 50%, as determined by CWEP, to continue to be eligible for this rider.

Written requests for service under this rider shall be accompanied by sufficiently detailed information to enable CWEP to determine whether the new customer is reasonably expected to meet the above criteria. All written requests for service under this rider will be considered by CWEP; however, requests which do not conform to the purpose and availability of this rider will not be approved.

Monthly Incentive Credit:

Under this rider, the customer will receive a bill credit which is determined as a percentage of all otherwise applicable demand charges for all kW of demand billing:

First Contract Year:	25%
Second Contract Year:	20%
Third Contract Year:	15%
Fourth Contract Year:	10%
Fifth Contract Year:	5%
Sixth Contract Year:	0%

Termination:

Failure of the customer to meet or maintain any of the applicable criteria of this rider or the terms of any applicable service contract may lead to termination of the contract and the application of this rider. If CWEP determines that the customer is non-compliant, the customer will be notified within thirty days of the determination and credits available in this rider will no longer apply to future bills.

Effective July 1, 2019

COUNCIL BILL NO. 21-30

ORDINANCE NO. _____

An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023.

**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 extend the current contract with Anderson Engineering to include a new contractual term effective July 1, 2021 through June 30, 2023, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Works Committee

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract, made and entered into this _____ day of _____ 2021, by and between the City of Carthage, Missouri ("City"), and Anderson Engineering, Inc., ("Engineer");

WITNESSETH: THAT WHEREAS, the City desires to employ Engineer to provide City Engineering services from July 1, 2021 to June 30, 2023 and,

WHEREAS, Engineer, a professional engineering firm, possesses the experience to perform these services;

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter for engineering services, the parties hereto do hereby agree as follows:

1. RESPONSIBILITY OF ENGINEER: The City and Engineer agree to the following provisions in relation to Basic Services that Engineer will provide to the City. Additionally, Engineer will maintain an office in Carthage, Missouri, staffed by a Missouri Licensed Professional Engineer(s), chosen by Engineer. Staffing and hours of operations of the office will be established between Engineer and the City based on the needs and requirements of the City for on-going engineering support and the evaluation by Engineer of providing said services.

2. BASIC SERVICES: The City agrees to engage the services of Engineer and Engineer agrees to perform the services set forth in this contract and any corresponding attached Addendum(s). Engineer's Basic Services will include, but not be limited to:

- preparation of all plans, specifications, cost estimates, contract documents, and construction inspection on public improvement projects authorized by the City;
- offer suggestions on public improvements;
- confer with the City on requests on such engineering problems as may arise and provide oral and written advise on same;
- coordinate all consulting engineers and architects engaged by the City during the term of the contract;
- assist in the supervision of the planning functions of the City knowing the City is seeking to have a pro-active approach to planning rather than a reactive approach to problems as they occur;
- be responsible for issuing professional opinions and certifying the same with its seal;
- supervise the preparation of project budgets and estimates of probable costs on public improvement projects;
- function in the capacity as the City Engineer for daily engineering concerns
- general consulting assistance (including capital improvement planning);
- attending city meetings and public hearings (when required by the City);
- participating in regulatory negotiations;
- providing project site visits;
- any other non-design related work whether or not such services are fully defined or identified.

With approval of the City, these Basic Services will be billed on a time and material basis unless specifically and mutually agreed to in writing by both the City and Engineer. These charges shall be according to the Professional Rate Schedule attached to this Contract, designated as Carthage Fee Schedule #2021-23. Upon request of the City, the Engineer will designate the time required for each function as billed under said rate schedule.

3. TERM AND ANNUAL REVIEW: The term of this contract shall be as stated herein. The City's designated representative and Engineer shall meet annually to review the performance of Engineer under the terms of this contract. Upon completion of this annual

review, both parties may mutually agree to renew the agreement for an additional two-year increment.

4. TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party. This contract may be terminated by the City for its convenience upon thirty (30) days prior written notice to the Engineer. In the event of termination, as provided in this section, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 19 of this contract. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and that other information and materials as may have been accumulated by the Engineer in performing the services included in this contract, whether completed or in progress.

5. FORCE MAJEURE: Neither party shall be liable for its failure to perform acts required under this Contract in the event that either party is delayed or hindered in or prevented from the performance of such acts by reason of strikes, lockouts, labor troubles, inability to procure materials, land acquisition difficulties, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a like nature not the fault of the party delayed in performing acts required under the terms of this Contract.

6. CITY'S RESPONSIBILITIES: The City shall timely furnish, at the City's expense, all information, requirements, reports, data, computer data files, survey field notes, surveys and instructions which pertain to completion of the Basic Services described above. Engineer may use such information, requirements, reports, data, surveys and instruction in performing its services and may reasonably rely upon the accuracy and completeness of all information furnished by or on behalf of the City without need for verification, unless specifically requested by the City.

7. CITY OWNERSHIP OF PLANS, REPORTS, WORK PRODUCT: The City shall retain ownership of all plans, reports, and other work products prepared by the Engineer as a result of work done on behalf of the City so long as the Engineer has been paid for such work in accordance with the terms of this agreement.

8. AUTHORIZED PROJECT REPRESENTATIVES: The City and Engineer have designated the following specific individuals to act as City's and Engineer's representatives with respect to the services performed under this contract. These individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

CITY'S REPRESENTATIVE
Director of Public Works
623 E. 7th Street
Carthage, MO 64836

ENGINEER'S REPRESENTATIVE
Jason Eckhart, PE
1745 S. Garrison
Carthage, MO 64836

During the term of this contract the City shall have the right to request that representative be replaced as a result of incompatibility or dissatisfaction with said representative. When, and if, such request is made in writing, specifying the reasons therefore, Engineer shall comply with such request within a reasonable time. Engineer will be given a reasonable amount of time to comply and shall supply the services included in this contract with interim qualified personnel while a search for a replacement is being pursued.

9. DOCUMENT REVIEW: When requested, Engineer will review and provide written response on:

- Legal Descriptions for City Boundaries, annexations, easements and other public property documents.
- Developer submittals for subdivision plats and improvements.
- Plans and specifications prior to the issuance of City building permits.
- Plans and specifications for City construction contracts.
- Technical content of inter-municipal agreements for capital improvements, maintenance, scheduling, or other infrastructure matters, with the City Attorney.

10. MEETING ATTENDANCE: Engineer, will attend meetings as requested, including regularly scheduled City Council Meetings. An Engineer representative will provide technical assistance at meetings on matters that require a Professional opinion, project change orders, project pay requisitions, etc.

11. STUDIES AND RECOMMENDATIONS: At City's request, Engineer may perform minor studies and develop recommendation for the City on matters relating, but not limited to, storm drainage improvements and corrections, water and sewer line extensions, street programs, and other City identified needs as specified by the City. These may be separated into Addendum(s) to this contract and a separate price determined therefore. Engineer will provide services to develop, monitor and administer any Capital Improvement budgeted by the City. Any of the Capital Improvements may be separated into an addendum to this contract and a separate price determined therefore. When, or if, in the opinion of Engineer, the requested study requires other technical abilities or more personnel than is available at the office specified in this contract, Engineer shall so notify the City. If needed, a separate proposal for the work will be prepared and submitted for approval by the City.

12. CITY CODE ENFORCEMENT: Engineer will provide support as requested to the Code Enforcement Officer.

13. ZONING REVIEW: Engineer will perform such planning and zoning functions as requested by the City.

14. BUILDING SAFETY AND CONDEMNATION:

Engineer, when requested, will perform inspections of buildings for structural integrity and habitability and provide a written report which will result in notice to property owners indicating required remedies and time allotted for such repairs or demolition. Engineer will attend hearings, and communicate with appropriate City Officials concerning such incidents.

15. PAYMENT FOR SERVICES RENDERED: Compensation for services shall be at the current hourly rates according to the Professional Rate Schedule attached to this contract. All Reimbursable Expenses (out-of-pocket expenses, such as printing, blueprinting, travel expenses, lodging, mileage, long distance phone charges, delivery charges, etc.) and sub-consultant costs will be invoiced in addition to the compensation set forth heretofore. Applicable mileage and meal charges will be paid by the City in the event Engineer is requested to attend out of town meeting, seminars, etc., on behalf of the City. Reimbursable expense and sub-consultant costs will be invoiced at actual cost. Invoices will be processed and submitted for payment monthly. Engineer agrees to keep sufficient records of time spent on services for the City. Such records shall include a record of which division of City used said services.

16. ASSIGNMENT: Neither party to this Contract shall transfer, sublet or assign any rights or interest in this Contract (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by Engineer shall not be considered an assignment for

purpose of this Contract.

17. LIABILITY AND INDEMNITY: The parties mutually agree to the following: In no event shall the City be liable to Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors') violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing. Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due to its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

18. INSURANCE: The Engineer shall secure and maintain the following insurance policies: Worker's Compensation Insurance for all of its employees to be engaged in work under this contract, in the amount required by statute.

General Commercial Liability Insurance in an amount not less than \$2,000,000.00 for all claims arising out of a single occurrence and \$1,000,000.00 for any one person in a single accident or occurrence as set forth in RSMo Section 537.610 and as it may be hereafter amended from time to time, except for those claims governed by the provisions of the Missouri Workers' Compensation Law, Chapter 287, RSMo. Coverage shall include contractual liability, and independent contractor liability.

Automobile Liability Insurance in an amount not less than \$1,000,000.00 for all claims arising out of a single occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.

Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of \$3,000,000.00 per claim and \$5,000,000.00 aggregate and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one (1) year after completion and acceptance by the City of the construction of the project.

Notice. The Engineer shall furnish the City prior to beginning the work; satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified, or non-renewed without thirty (30) days written notice to the City.

19. NOTICES: All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to the City and Engineer at the address shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

PASSED AND APPROVED by the City Council of the City of Carthage, Missouri this _____
day of _____, 20____.

CITY OF CARTHAGE, MISSOURI

MAYOR

ATTEST:

CITY CLERK

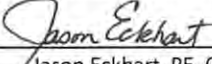
ANDERSON ENGINEERING, INC.



JASON ECKHART, PE
CHAIRMAN

CARTHAGE FEE SCHEDULE

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY  EFFECTIVE: 7/1/2021 THRU 6/30/2023
Jason Eckhart, PE, Chairman

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	\$ 175.00
PRINCIPAL ENGINEER	\$ 160.00
ENGINEERING MANAGER	\$ 157.00
PROJECT MANAGER	\$ 142.00
PROJECT ENGINEER	\$ 126.00
ASSOCIATE ENGINEER	\$ 106.00
DESIGN ENGINEER	\$ 85.00
PROJECT DESIGNER	\$ 112.00
SENIOR DESIGNER	\$ 100.00
DESIGNER III	\$ 83.00
DESIGNER II	\$ 75.00
DESIGNER	\$ 67.00
PROJECT COORDINATOR	\$ 80.00
PROJECT COORDINATOR ASSISTANT	\$ 52.00
PRINCIPAL SURVEYOR	\$ 157.00
SURVEY MANAGER	\$ 134.00
PROJECT SURVEYOR	\$ 105.00
ASSOCIATE SURVEYOR	\$ 88.00
LAB MANAGER	\$ 113.00
TECHNICIAN IV - SURVEY/LAB SPECIAL	\$ 84.00
TECHNICIAN III - SURVEY/SENIOR LAB	\$ 69.00
TECHNICIAN IIS - SURVEY	\$ 58.00

TECHNICIAN II - LAB	\$ 50.00
TECHNICIAN I - SURVEY/LAB AIDE	\$ 41.50
ENVIRONMENTAL SPECIALIST II	\$ 105.00
ENVIRONMENTAL SPECIALIST I	\$ 84.00
ONE MAN SURVEY CREW	\$ 100.00
TWO MAN SURVEY CREW	\$ 126.00
THREE MAN SURVEY CREW	\$ 168.00
FOUR MAN SURVEY CREW	\$ 209.50
GIS DIRECTOR	\$ 131.00
GIS MANAGER	\$ 109.00
GIS ANALYST	\$ 100.00
GIS SPECIALIST	\$ 84.00
GIS TECHNICIAN	\$ 71.00
IBC FIRESTOP INSPECTOR	\$ 84.00
DRILLING COORDINATOR	\$ 112.00
PROJECT REPRESENTATIVE III	\$ 84.00
PROJECT REPRESENTATIVE II	\$ 71.50
PROJECT REPRESENTATIVE I	\$ 60.00
STRUCTURAL STEEL INSPECTOR	\$ 84.00
AWS CERTIFIED WELD INSPECTOR	\$ 84.00
PARTICLE & DYE TESTING - LEVEL II	\$ 80.00
ADMINISTRATIVE ASSISTANT	\$ 42.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	\$ 0.70 /MILE
VEHICLE (SUBURBAN & 1 TON)	\$ 0.80 /MILE
WATER TRUCK PER DAY	\$ 81.00 /DAY
WATER TRUCK PER MILE	\$ 0.77 /MILE
LIDAR SCANNER	\$ 500.00 /DAY

MOBILE LIDAR \$ 1,000.00 /MILE (\$5,000 MIN)

GPS	\$ 303.50 /DAY
ROBOTIC TOTAL STATION	\$ 281.00 /DAY
DRONE	\$ 447.50 /DAY
COPIES	\$ 0.16 EACH
PRINTING PLANS	\$ 0.56 /SF + TECH TIME

REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEALS & LODGING) OUTSIDE PRINTING, CONSUMABLE MATERIALS, AND SUBCONTRACTOR EXPENSES.

MINIMUM CHARGE

THERE IS A MINIMUM CHARGE OF 2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CONCRETE CYLINDER AND SAMPLE PICKUP

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK) – 1.5 TIMES THE HOURLY RATE

HOURLY RATES - APPLY TO MEETING AND TRAVEL TIME, INCLUDING CONCRETE CYLINDER PICK-UP, FOR ALL PERSONNEL

DEPOSITION OR COURT TESTIMONY – 1.5 TIMES THE HOURLY RATE

HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES + \$	9.50 /EACH
CONE PENETROMETER	BASIC CHARGES + \$	18.00 /EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES + \$	297.00 /EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES + \$	29.50 /EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES + \$	118.50 /DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES + \$	52.50 /DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES + \$	236.50 /DAY

LABORATORY TEST CHARGES:**AGGREGATES (ASTM)**

	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	\$ 151.00
L.A. ABRASION, LARGE AGG. (C535)	\$ 184.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	\$ 254.00
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	\$ 354.00
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	\$ 500.00
SIEVE ANALYSIS, DRY AGG. (C136)	\$ 62.00
SIEVE ANALYSIS (C117)	\$ 75.50
SIEVE ANALYSIS (C117, C136)	\$ 93.50
SPECIFIC GRAVITY, FINE AGG. (C128)	\$ 68.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	\$ 68.50
LIGHTWEIGHT PIECES IN AGG. (C123)	\$ 106.00
ORGANIC IMPURITIES (C40)	\$ 62.00
FLAT & ELONGATED PIECES (D4791)	\$ 93.50
DELETERIOUS MATLS (MODOT TM71)	\$ 82.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	\$ 101.00
DRY RODDED UNIT WEIGHT (C29)	\$ 44.00

MASONRY TESTS (ASTM)

COMPRESSIVE STRENGTH 4" BLOCK	\$ 30.50
COMPRESSIVE STRENGTH 6" BLOCK	\$ 38.00
COMPRESSIVE STRENGTH 8" BLOCK	\$ 52.50
COMPRESSIVE STRENGTH 12" BLOCK	\$ 87.00
COMPRESSIVE STRENGTH MORT/GR CUBE	\$ 14.50
GROUT PRISM	\$ 14.50
MORTAR CYLINDER (2" X 4")	\$ 14.50
ABSORPTION, MASONRY BLOCK	\$ 50.50
LINEAR SHRINKAGE (SET OF 3)	\$ 379.00

BITUMINOUS TESTING

ASPHALT CONTENT	\$ 113.50
ASPHALT CONTENT & AGG. GRADATION	\$ 189.00
SIEVE ANALYSIS EXTRACTION	\$ 93.50
MARSHALL TEST, FIELD - 3 PUCKS	\$ 93.50
MARSHALL TEST, LAB - 3 PUCKS	\$ 138.50
RETAINED STABILITY	\$ 214.00
ASPHALT CORE DENSITY, EACH	\$ 30.50
THEORETICAL MAX. DENSITY	\$ 151.00

CONCRETE/ROCK CORE

CORE TRIM & TEST	\$ 50.25
THICKNESS (AASHTO T148/ASTM C174)	\$ 28.50

SOIL TESTS (ASTM)

	UNIT CHARGE
ATTERBERG LIMITS (D4318)	\$ 68.50
SWELL TEST, 1/16 TSF (D4546)	\$ 184.00
SWELL PRESSURE (D4546)	\$ 347.50
SHRINKAGE LIMIT (D4643)	\$ 68.50
MOISTURE CONTENT (2216)	\$ 7.50
SIEVE + HYDROMETER	\$ 170.00
HYDROMETER ONLY (D422)	\$ 93.50
USCS CLASSIFICATION	\$ 31.50
PERCENT PASSING #200	\$ 50.50
SPECIFIC GRAVITY (D845)	\$ 87.00
UNCONFINED COMPRESSION	\$ 60.00
UNCONFINED/TRIAXIAL, REMOLDED	\$ 93.50
TRIAxIAL TEST, PP, CU w/PP /POINT	\$ 368.50
ORGANIC MATTER (D2974-C)	\$ 62.00
PENETROMETER	\$ 5.50
SAMPLE PREP, PER HOUR	\$ 60.00
SHELBY TUBE DENSITY	\$ 38.00
RESISTIVITY, 1 POINT	\$ 73.50
RESISTIVITY, MINIMUM	\$ 84.00
PERMEABILITY, FALLING HEAD	\$ 453.50
PERMEABILITY, FLEXIBLE WALL	\$ 428.50
PERMEABILITY CONSOLIDATION TEST	\$ 189.00
CONSOLIDATION TEST, TO 8 TSF	\$ 480.00
CONSOLIDATION TEST, >8 TSF	\$ 62.00
CALIFORNIA BEARING RATIO, LAB, /PNT	\$ 126.00
Ph	\$ 62.00

LABORATORY COMPACTION TESTS

MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	\$ 181.50
STD. PROCTOR (D698), MTH. C	\$ 214.00
STD. PROCTOR (D698), 1 POINT	\$ 64.00
MOD. PROCTOR (D1557), MTH. A & B	\$ 221.50
MOD. PROCTOR (D1557), MTH. C	\$ 299.50
MOD. PROCTOR (D1557), 1 POINT	\$ 70.50
RELATIVE DENSITY	\$ 454.50

CONCRETE TESTING

4" X 8" OR 6" X 12" TEST MOLD	\$ 2.25
6" X 12" CYLINDER, TESTED AND MOLD	\$ 17.25
4" X 8" CYLINDER, TESTED AND MOLD	\$ 12.25
SAW CONCRETE CYLINDER	\$ 29.75
BEAM FLEXURAL STRENGTH	\$ 42.00
CONCRETE BEAM, NOT TESTED	\$ 23.75
SAMPLE PREP, CLIENT MADE (5 CYLS.)	\$ 31.50



DRILLING SERVICES CHARGES:

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES
MILEAGE - CME 55 RIGS (\$100 MINIMUM)	\$ 2.89 /MILE
MILEAGE - CME 75 RIGS (\$100 MINIMUM)	\$ 3.27 /MILE
MILEAGE - CME 550 RIGS (\$150 MINIMUM)	\$ 3.27 /MILE
CME 55 DRILL RIG AND TWO MAN CREW	\$ 211.00 /HOUR
CME 75 DRILL RIG AND TWO MAN CREW	\$ 245.50 /HOUR
CME 550 DRILL RIG AND TWO MAN CREW	\$ 245.50 /HOUR
CORE BIT CHARGE	\$ 6.92 /FOOT
ROCK CORE SET UP	\$ 86.05 /BORING
DECONTAMINATION EQUIPMENT	\$ 167.00 /DAY
GROUT MACHINE	\$ 278.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	\$ 13.00 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	\$ 334.00 /DAY
CME 55 EQUIPMENT RENTAL SURCHARGE	\$ 184.00 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	\$ 236.50 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	\$ 89.50 /DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT	\$ 289.00 /DAY
DOWNHOLE, CAMERA, ROCK CORE	\$ 131.50 /DAY
MINIMUM DRILLING CHARGE	\$ 2,000.00 /DAY

DRILLING ITEM:

	<u>DEPTH:</u>				
	<u>0' TO 20'</u>	<u>20' TO 40'</u>	<u>40' TO 60'</u>	<u>60' TO 100'</u>	<u>100' TO 150'</u>
SOIL OVERBURDEN, 4 IN. AUGER	\$ 9.20	\$ 10.25	\$ 11.35	\$ 12.70	\$ -
SOIL OVERBURDEN, 6 IN. HS AUGER	\$ 11.10	\$ 12.70	\$ 13.75	\$ 15.40	\$ -
SOIL OVERBURDEN, 8 IN. HS AUGER	\$ 11.90	\$ 13.75	\$ 16.75	\$ 19.50	\$ -
SOIL OVERBURDEN, 10 IN. HS AUGER	\$ 12.70	\$ 19.50	\$ -	\$ -	\$ -
SOIL OVERBURDEN, 12 IN. HS AUGER	\$ 15.40	\$ 23.60	\$ -	\$ -	\$ -
ROCK PENETRATION	\$ 34.35	\$ 38.40	\$ 40.85	\$ 47.55	\$ 70.10
NQ CORING	\$ 44.65	\$ 47.55	\$ 53.55	\$ 61.65	\$ -
STANDARD PENETRATION TEST	\$ 25.40	\$ 31.60	\$ 38.70	\$ 44.65	\$ -
3IN. SHELBY TUBES	\$ 31.60	\$ 38.70	\$ 44.65	\$ 51.40	\$ -

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.



COUNCIL BILL NO. 21-31

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri.

BE IT ORDAINED BY THE PEOPLE 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 Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri, a copy of which 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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Works Committee

June 3, 2021

Mr. Zeb Carney
Director of Public Works
623 East 7th Street
Carthage, MO 64836

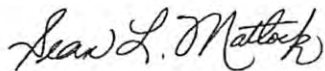
RE: Hazel Street Roadway Improvements
Carthage, Missouri

Dear Mr. Carney:

The bids for the above referenced project have been reviewed and tabulated. It is the recommendation of this office to accept the bid from Sprouls Construction Co., Inc. of Lamar, Missouri in the amount of \$470,093.50.

Attached is a copy of the bid tab for your review.

Sincerely,



Sean Matlock, P.E.

cc: Sprouls Construction Co., Inc.

BID TABULATION
HAZEL STREET ROADWAY IMPROVEMENTS
CARTHAGE, MISSOURI

Bid Opening: June 2, 2021 @ 10 a.m.

SPROULS CONSTRUCTION, INC.
397 W. DD HWY.
LAMAR, MO 64759

SECTION 1 - ROADWAY

Item No.	Description	No. Units	Unit	Unit Price	Extended Total
2022010	REMOVAL OF IMPROVEMENTS	1	LS	\$ 30,000.00	\$ 30,000.00
2051010	MODIFIED SUBGRADE	5768	SY	\$ 12.00	\$ 69,216.00
2063000	CLASS 3 EXCAVATION	41	CY	\$ 15.00	\$ 615.00
2063300	CLASS 4 EXCAVATION	2	CY	\$ 50.00	\$ 100.00
2071000	LINEAR GRADING, CLASS 1	14.3	STA	\$ 1,500.00	\$ 21,450.00
2121000A	SUBGRADING AND SHOULDERING, CLASS 1	5	FT	\$ 3,000.00	\$ 15,000.00
3049905	MISC. - TYPE 5 AGGREGATE BASE, 7.5 INCHES THICK	5673	SY	\$ 15.00	\$ 85,093.50
3049905(1)	MISC. - TYPE 5 AGGREGATE BASE, 5.5 INCHES THICK	95.4	SY	\$ 12.00	\$ 1,144.80
4039905	MISC. - 4 IN. FIBER REINFORCED ASPHALTIC PAVEMENT (PG64-22, BP-1)	5673	SY	\$ 18.00	\$ 102,112.20
6044011	PIPE COLLAR, TYPE A	1	EA	\$ 3,500.00	\$ 3,500.00
6046018A	18" SLOTTED DRAIN	40	LF	\$ 225.00	\$ 9,000.00
6099903	MISC. - CONCRETE CURB & GUTTER, 2.5 FT., 6" CURB	286	LF	\$ 30.00	\$ 8,580.00
6161005	CONSTRUCTION SIGNS	253	SF	\$ 10.00	\$ 2,530.00
6161008	ADVANCE WARNING RAIL SYSTEM	3	EA	\$ 110.00	\$ 330.00
6161010	RELOCATED SIGNS	29	SF	\$ 25.00	\$ 725.00
6161025	CHANNELIZER, TRIM LINE	52	EA	\$ 25.00	\$ 1,300.00
6161030	TYPE III MOVEABLE BARRICADE	23	EA	\$ 210.00	\$ 4,830.00
6161099	CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACT	2	EA	\$ 3,600.00	\$ 7,200.00
6181000	MOBILIZATION	1	LS	\$ 70,000.00	\$ 70,000.00
6181020	ADDITIONAL MOBILIZATION FOR SEEDING	2	EA	\$ 1,500.00	\$ 3,000.00
6200021	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	5	EA	\$ 440.00	\$ 2,200.00
6206000C	4" WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE "P" BEADS	3024	LF	\$ 1.00	\$ 3,024.00
6206001C	4" YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE "P" BEADS	3827	LF	\$ 1.00	\$ 3,827.00
6206125A	24" YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE "P" BEADS	30	LF	\$ 8.50	\$ 255.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	1	LS	\$ 4,000.00	\$ 4,000.00
7261018	18" PIPE, GROUP A	171	LF	\$ 65.00	\$ 11,115.00
7339903	MISC. - PRECAST 4 FT. X 1 FT. BOX CULVERT EXTENSION	8	LF	\$ 400.00	\$ 3,200.00
8051000A	SEEDING - COOL SEASON MIXTURES	0.10	AC	\$ 10,000.00	\$ 1,000.00
8061006	ALTERNATE DITCH CHECK	24	LF	\$ 25.00	\$ 600.00
8061007A	CURB INLET CHECK	2	EA	\$ 200.00	\$ 400.00
8061016	SEDIMENT REMOVAL	9	CY	\$ 50.00	\$ 450.00
8061017	TEMPORARY SEEDING AND MULCHING	0.10	AC	\$ 12,000.00	\$ 1,200.00
8061019	SILT FENCE	481	LF	\$ 4.00	\$ 1,924.00

SUBTOTAL AMOUNT - SECTION 1 \$ 468,921.50

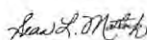
SECTION 2 - SIGNING

Item No.	Description	No. Units	Unit	Unit Price	Extended Total
9031010	CONCRETE FOOTINGS, EMBEDDED	0.10	CY	\$ 2,000.00	\$ 200.00
9031250A	U-CHANNEL POST, 3 LB.	11	LF	\$ 30.00	\$ 330.00
9031270A	2" PSST POST - 12 GA.	11	LF	\$ 16.00	\$ 176.00
9031273	POST ANCHOR FOR 2 IN. PSST - 7 GA.	3	LF	\$ 84.00	\$ 252.00
9035004A	SH - FLAT SHEET	5	SF	\$ 26.00	\$ 130.00
9035069A	SHF - FLAT SHEET FLUORESCENT	3	SF	\$ 28.00	\$ 84.00

SUBTOTAL AMOUNT - SECTION 2 \$ 1,172.00

TOTAL BID AMOUNT - SECTIONS 1 AND 2 \$ 470,093.50

This is to certify that at 10:00 A.M. on June 2, 2021, at the office of the City of Carthage City Hall, Carthage, Missouri, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.



Sean Matlock, P.E.
 Anderson Engineering, Inc.

AGREEMENT FORM.....00500

THIS AGREEMENT, made this _____ day of _____, 2021, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and Sprouls Construction Co., Inc. doing business as (an individual), or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Hazel Street Roadway Improvements, Carthage, Missouri.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within one hundred fifty (150) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.
5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars (\$500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Four Hundred Seventy Thousand Ninety-Three and 50/100 Dollars (\$470,093.50).
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation to Bid
 - (B) Instructions to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) Notice of Award
 - (G) Notice to Proceed
 - (H) Performance Bond
 - (I) Payment bond
 - (J) General Conditions of Contract
 - (K) Supplementary Conditions
 - (L) Specifications prepared by Anderson Engineering, Inc. and dated May, 2021.
 - (M) Drawings prepared by Anderson Engineering, Inc. and dated May, 2021.
 - (N) Addenda

No. <u>1</u>	dated <u>May 11</u>	<u>2021</u>
No. _____	dated _____	<u>20</u>
No. _____	dated _____	<u>20</u>
No. _____	dated _____	<u>20</u>
No. _____	dated _____	<u>20</u>

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Carthage

(SEAL) _____

By _____

Attest _____

Name Dan Rife
(Please Type or Print)

Name Traci Cox

Title Mayor

Title City Clerk

CONTRACTOR:

(SEAL) _____

By SPROULS CONST. INC.

Attest Cindi Sprouls

Name Dwight Sprouls
(Please Type or Print)

Name CINDI SPROULS -
SECRETARY

Title PRESIDENT

COUNCIL BILL NO. 21-32

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CARTHAGE, MISSOURI AND VISION CARTHAGE PROVIDING FOR MUTUAL UNDERTAKINGS AND BENEFITS FROM THE SERVICES OF PROVIDING: CARTHAGE-IN-BLOOM; RESTORATION CARTHAGE; SIDEWALK PROJECT; DOWNTOWN CHRISTMAS; AND A MAIN STREET PROGRAM; FOR THE RESIDENTS OF THE CITY OF CARTHAGE.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Mayor

AGREEMENT
by and between
THE CITY OF CARTHAGE, MISSOURI
and
VISION CARTHAGE

This Agreement, made and entered into this _____ day of _____, 2021, is by and between Vision Carthage, a Missouri nonprofit corporation ("Vision Carthage"), and the City of Carthage, Missouri ("City").

WITNESSETH:

WHEREAS, the Vision Carthage committee is a fully independent organization and is recognized by the Internal Revenue Service as a 501(c)(3) organization; and

WHEREAS, the Vision Carthage committee has undertaken many projects for the benefit of the City of Carthage and its citizens; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general welfare of the City, to compensate Vision Carthage for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Vision Carthage agree as follows:

I. SCOPE OF SERVICES

Vision Carthage will provide the following services ("Services"):

A. Carthage In Bloom \$4,000

Vision Carthage shall work to create a more welcoming and vibrant community through the following projects:

- Plant colorful plants at strategic locations 40 hours
- Create streetscaping plans for downtown area 20 hours
- Create streetscaping plans for entry points to the square 20 hours
- Create streetscaping plans for entry points into the City 20 hours

B. Restoration Carthage \$6,600

Vision Carthage shall work throughout neighborhoods in Carthage to assist homeowners in minor exterior repairs, general clean up, and planting colorful vegetation around the homes. These projects, which increase property values and stabilize neighborhoods, are as follows:

- North side of West Central Avenue 65 hours
 - Project Management 40 hours
 - Coordination with homeowners 10 hours
 - Coordination of volunteers 5 hours
 - Coordination of partners 10 hours

- Building restoration project 100 hours
- C. Sidewalk Project \$3,600

Vision Carthage shall repair sidewalks from 400 Grant Street to 900 Grant Street to promote the health and safety of our citizens, encourage tourism and increase walkability.

 - Complete sidewalk from 400 Grant to 900 Grant Street
 - Project Management 45 hours
 - Coordination with homeowners 20 hours
 - Coordination with contractors 20 hours
 - Approval by Public Works Dept/City Council 5 hours
- D. Downtown Christmas \$4,400

Vision Carthage shall create, coordinate and promote the Downtown Christmas event in early December to increase retail business and generate sales tax revenue for the City of Carthage.

 - Project Management 50 hours
 - Coordinate with City & County to plan attractions 30 hours
 - Coordinate with downtown business owners to gain buy-in 10 hours
 - Coordinate with vendors 20 hours
- E. Main Street Program \$7,000

Vision Carthage shall create a program to bring opportunities to business owners and the community to increase investment in the Downtown District, through grants, private investors and events.

 - Project Management 50 hours
 - Research project opportunities for downtown businesses 25 hours
 - Track key statistics, including job growth/new businesses 30 hours
 - Keep and maintain a building inventory 30 hours
 - Coordinate grant opportunities for downtown businesses 25 hours
 - Encourage building owners to follow historic guidelines 15 hours

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2021 to June 30, 2022.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Vision Carthage \$25,600 for the Services as outlined in Section I, in twelve (12) equal, monthly installments for FY22, payable beginning July 1. The Services provided and cost of those services does not include the cost of supplies.

IV. UPDATES AND REVIEW PROCESS

Vision Carthage will meet with the City Council quarterly to review the progress of the efforts of Vision Carthage. They will review the scope of work, goals for next quarter, and review any reports Vision Carthage may provide. The City Council may request information or a report at any time. Vision Carthage shall provide the requested information or report within thirty (30) days.

V. REPRESENTATION ON BOARD

Vision Carthage's Board of Directors oversee the operation of Vision Carthage, and the City will possess one non-voting Ex-Officio position on the Board.

VI. INDEPENDENT CONTRACTOR

Vision Carthage is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

VII. TERMINATION OF CONTRACT

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City shall have the right to terminate this Agreement in the event that Vision Carthage is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation within thirty (30) working days after receipt of a written Notice of Default, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within thirty (30) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. In the event of termination, Vision Carthage shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Vision Carthage shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

VIII. CONFLICT OF INTEREST

Pursuant to the City of Carthage Code of Ethics, neither the mayor nor any member of the council nor any appointed official of the city shall have a financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services.

IX. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:
City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836

Notice to Vision Carthage shall be addressed to:
Executive Director
Vision Carthage
221 W. 4th Street
Carthage, MO 64836

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF CARTHAGE, MISSOURI

VISION CARTHAGE INC.

Dan Rife, Mayor

Jonathan Roberts, President

ATTEST:

ATTEST:

Traci Cox, *City Clerk*

Secretary

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

June 2021

Carthage Water & Electric Plant Board

4 Year Term – 6 Members – Meets Third Thursday – 4:00– CW&EP

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Brian Schmidt	358-2667	1621 S River Street	04/14/2009	June 25
Ron Ross	358-9622	11411 Goldenrod Rd	04/26/2005	June 25

RESOLUTIONS

Resolution 1932

A RESOLUTION RESCINDING AUTHORIZATION OF WITHDRAWAL OF THE CITY OF CARTHAGE'S PARTICIPATION FROM MIDWEST PUBLIC RISK OF MISSOURI'S PROPERTY AND LIABILITY PROGRAMS FOR THE 2021-2022 POLICY YEAR

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

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

WHEREAS, the City of Carthage had given notice to MPR of its intended withdrawal from MPR at its March 23, 2021 City Council meeting with the adoption of Resolution #1925; and

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

WHEREAS, the City has been advised by MPR of their need of a Resolution to rescind Resolution #1925, withdrawing from MPR's membership.

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

The City Council of the City of Carthage, Missouri hereby rescinds Resolution #1925 which authorized the City Administrator or the City Clerk to inform Midwest Public Risk (MPR) that the City is withdrawing from membership in MPR's Property and Liability Insurance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI THIS _____ DAY OF JUNE 2021.

Mayor

ATTEST:

City Clerk

Sponsored by Insurance, Audit & Claims

MINUTES
STANDING
COMMITTEES

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, MAY 25, 2021
5:00 p.m.

COMMITTEE MEMBERS PRESENT: Ceri Otero, David Armstrong, Craig Diggs and Robin Harrison.

OTHER COUNCIL MEMBERS: Mayor Dan Rife and Ed Barlow

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, Police Chief Greg Dagnan, and Abi Almandinger.

Chair Ceri Otero called the meeting to order at 5:06 P.M.

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** On a motion by Mr. Diggs, the minutes of the May 11, 2021 meeting were approved 4-0.
2. **Review and approval of the Claims Report:** The Committee discussed items regarding the Claims Report. Mrs. Harrison moved to approve the claims. Motion carried 4-0.

NEW BUSINESS:

1. **Staff Reports:** Ms. Cox reported on a recent meeting to review health insurance utilization. Property and Casualty Insurance renewal rates have been received along with quotes from Beimdiek Insurance Agency and Specialty Risk Insurance. Renewal rates from MPR are lower than quotes received from other agencies. The city will need to adopt a Resolution to remain members of MPR. HR Coordinator Michael Miller has been working on updating the FMLA policy and creating a new Social Media Policy. Mr. Miller is also working on sending out notices regarding COBRA coverage as mandated by ARP.

Mr. Short reported on Resolution 1931.

2. **Member Reports:** Ms. Otero reported a completed job description for the Assistant City Administrator position is not ready, but it will be completed for consideration at the June 8 meeting.

ADJOURNMENT: Mr. Armstrong made a motion to adjourn at 5:34 PM Motion carried 4-0.

Traci Cox

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



6-01-21 PUBLIC WORKS COMMITTEE MEETING MINUTES

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

Staff Members present: Zeb Carney, Public Works Director, and Julie Tilley, Public Works Administrative Coordinator.

Citizens: Alan Snow and Seth Thompson

The Public Works Committee meeting was called to order at 4:00 p.m. by Chairman Dave Armstrong.

Old Business: The Committee toured the Garrison Street Bridges and the McGregor Street Bridge. Zeb discussed and pointed out some of the various issues with the bridges. The Committee briefly considered and discussed current replacement and/or demolition costs of the McGregor St. Bridge and a tentative timeline for engineering and budgetary planning.

A motion was made by Mike Daugherty to accept the minutes from the May 4, 2021 Committee meeting. All ayes, motion passed.

Citizen Participation: CHS Students Carla Marquez, Cody Reeves, Daniel Darland, Blaine Rees, Jonatan Gonzalez, Daniela Lopez, Alec Cleveland, RyLee Barker, Aubri Fisher, Bryan Tebalan, Sophie Shannon, and Lester Mejia presented the committee with letters expressing concerns about issues within the community. Chairman Armstrong discussed that the letters were prepared through a joint effort between Kirby Newport, Ed Barlow and himself as part of an end of year school project to help the students with their overall understanding of how city government operates.

New Business: The committee considered and discussed the renewal of the contract for Anderson Engineering for Engineering Services for the City. The current contract expires June 30, 2021. After some discussion, Craig Diggs made a motion to approve the renewal of the contract with Anderson Engineering from July 1, 2021 to June 30, 2023 and forward to Council. All ayes, motion passed.

The committee discussed Carthage City Code Sec. 2-60 – Functions of the public works committee. Zeb discussed some of the administrative changes within the Public Works Department over the years and with the recent changes of job descriptions/titles brought on with the recent salary survey that it was a good time to update this section. Zeb presented a draft proposal for their consideration. No formal action taken.

Other Business: Consider and discuss 2021 MoDOT Bridge Inspection report. Zeb shared some of the highlights of the report with the committee; he also stated that the report was standard with nothing in it that was unexpected.

Staff Reports:

Zeb reported on the following:

- Zeb met with Abi Almandinger, Director of Vision Carthage, along with Bryan Stringer and Police Chief Greg Dagnan to discuss the construction details and plans submitted for the proposed light tunnel on the Mall Sidewalk. Zeb required changes to the original plan, updated plans were received and reviewed by Zeb and it was determined satisfactory for the intended purposes. Zeb advised Abi that the project needed to go back to the Public Safety Committee for further action. After a brief discussion by the committee, Craig Diggs made a motion to forward a letter of support from the Public Works Committee for the plans submitted for the light tunnel to the Council. Ayes, David Armstrong, Ray West, Craig Diggs. Nays, Mike Daugherty. Motion passed.
- Zeb was contacted by a citizen to discuss a 'Peddle Pub' – a vehicle that seats up to 14 people and is powered by peddling. The initial question was if city code would allow this type of business. Zeb reported that Springfield and Kansas City have these in their cities. He also stated that the Public Safety Committee should be included in further conversations.
- Railroad crossing work is ongoing. The lack of asphalt, due to the cooler temperatures, has been a major factor in some of the delays.
- River St Bridge is ready for asphalt.
- ADM Milling – sidewalk failure and repair over a stormwater ditch. Further conversation with ADM about their drive entrance over stormwater ditch that has signs of deterioration and making a plan for replacing.
- Phelp's 9th Addition is continuing to be developed further west of Bennett Wilson Dr
- Stormwater Project for this fiscal year listed as Case to Macon – it's a Corp of Engineer stone ditch and a permit will be required in order to move forward, also looking to see if there are any funds available through the Corp for this project
- Board of public works description in city code – another description that needs updated and will need to be coordinated through CWEP

In closing, Craig Diggs and Dave Armstrong thanked everyone for participating in the bridge tour.

Mike Daugherty made a motion to adjourn the meeting at 6:20 p.m. All ayes, motion carried.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

CWEP BOARD MEETING MINUTES

May 27, 2021

The Carthage Water & Electric Plant Board met in regular session May 27, 2021, 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
☐ Darren Collier - Member

Staff:

☒ Chuck Bryant-General Manager
☒ Cassandra Ludwig-General Counsel
☒ Jason Peterson-Director IT & Broadband
☒ Megan Stump- Executive Assistant
☒ Meagan 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

President Beimdiek called the meeting to order at 4:02 p.m.

ADDITIONS/CHANGES TO THE AGENDA: None

APPROVAL OF MINUTES:

A motion by Goff and seconded by Lambeth to approve the minutes of the regular meeting of April 15, 2021 as presented, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Lambeth and seconded by Ross to approve disbursements for April in the amount of \$3,897,658.47, passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the financials for April noting that the net income for the company is showing a loss this month of \$394,686 compared to a budgeted loss for the month of \$342,131. However, year to date the company's net income continues to exceed budget by \$5,357,262. Operating revenues for the company exceeded budget and prior year for the month and year to date. Expenses were higher than budget for the month, primarily due to the electric department's system inventory and pole inspections project which was completed sooner than budgeted. She reported that power and water loss percentages for the month were -2.79% and 10.38%, respectively. The year to date are 1.12% and 6.93% for power and water, respectively.

A motion by Goff and seconded by Ross to approve April financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

RECOMMENDATION FOR THE PURCHASE OF A BUCKET TRUCK

General Manager Bryant noted a request for approval to proceed with the purchase of a new articulating telescopic bucket truck, which was budgeted for the new fiscal year. He reported this truck will be purchased from Altec industries, Inc. under a cooperative contract in the amount of \$165,000.00 and will meet all of CWEP's specifications and requirements. GM Bryant recommends granting this award to Altec Industries, Inc and proceed with purchasing this vehicle.

A motion by Lambeth and seconded by Goff to approve the purchase of the new articulating telescopic bucket truck from Altec, passed unanimously.

RECOMMENDATION FOR THE WATERLINE REPLACEMENT PROJECT

General Manager Bryant reported bids were submitted and reviewed for the 2021 water line replacement project. He noted Branco Enterprises, Inc of Neosho, Missouri was the apparent low bidder and has indicated that they intend to enter into a contract with CWEP to build the project while obtaining all necessary bonds and insurance.

GM Bryant recommends awarding this project to Branco Enterprises, Inc in the amount of \$474,329.00, as this company appears to be capable of performing the work specified.

A motion by Goff and seconded by Lambeth to award this project to Branco Enterprises, Inc in the amount of \$474,329.00, passed unanimously.

APPROVAL OF CONVERSION OF WATER AND WATEWATER RATES FROM CCF TO GALLONS

General Counsel Ludwig presented to the Board the change in water rates from CCF to Gallons. She explained this conversion should make it easier for the customer to understand their water usage.

A motion by Ross and seconded by Lambeth to approve the conversion process of the water rates from CCF to Gallons, passed unanimously.

STAFF REPORTS:

General Manager Bryant gave a Plum Point and Sikeston update. He reported a lot of work has been done in the HR department, preparing, and putting more effort into the evaluation process. He noted a change in staff as the customer relations and customer service department will now report to General Counsel Ludwig instead of CFO Nugent.

CFO Nugent reported fiscal year will be ending soon, so inventory will be coming up quickly. She also noted she will be working on evaluations.

General Counsel Ludwig gave a legislative session update.

Director of Power Services Emery reported the electric distribution crews have been spending a lot of time on new services and upgrading services. He noted the Fairlawn street light project is underway as well as a transfer switch installment for the Centennial complex.

Director of Water Services Choate reported the water loss problem on Central has been located.

Director IT and Broadband Peterson commended staff on their preparation for possible severe weather and noted a CSR and tech will be on standby to answer phone calls in case of outages. He gave an update on the AMI project. He reported there have been delays in getting equipment in on time.

Director of Business and ED gave an update on the Schreiber development. She noted Belle View has been up and running great.

Customer Relations Manager Milliken reported the Tower to Tower run raised \$1500 for Water for People.

BOARD MEMBER COMMENTS:

City Liaison Snow noted budget readings will be next month.

At 5:00 p.m. the meeting adjourned.

President – Steve Beimdiek

Secretary – Ron Ross

***AGENDAS
STANDING
COMMITTEES***

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE
June 1, 2021
4:00 PM
CITY HALL
326 GRANT STREET
2ND FLOOR CONFERENCE ROOM

-- AGENDA--

OLD BUSINESS

1. Committee Bridge Tour
- 1.1 Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

CHS Student Letters

NEW BUSINESS

1. Consider and Discuss Anderson Engineering Contract for Engineering Services
2. Consider and Discuss PW Description Section 2-60 of the Carthage City Code

OTHER BUSINESS

1. Consider and Discuss 2021 MoDOT Bridge Inspection Report

STAFF REPORTS - Zeb Carney & Tom Short

ADJOURNMENT

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

POSTED: 5/28/2021

BY: Julie Tilley

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
June 8, 2021
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
3. Consider and Discuss Job Description for Assistant City Administrator.

Citizens Participation

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

New Business

1. Consider and Discuss rescinding authorization of withdrawal from Midwest Public Risk of Missouri's Property and Liability Programs for the 2021-2022 policy year.
2. Consider and Discuss changes to the FMLA Policy.
3. Staff Reports

Adjournment

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

Posted: _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***

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
JUNE 1, 2021
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
PRAYER
PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - Award Bid for the Jasper County Depositories
 - Award Bid for Road Salt for the Jasper County Highway Department
 - Award Bid for Culvert Material for the Jasper County Highway Department
 - Appoint Richard Webster to the LEST Grant Board
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED MAY 28, 2021 AT 4:00 P.M.

(RSMO 610.020)

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, June 8, 2021 5:15 p.m.

CARTHAGE PUBLIC LIBRARY BOARD ROOM
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes from the April Meeting

Financial Report/April and May

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports
Building Committee

Budget Committee
Approve 2021-22 Budget

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

New Business
Vote on Board positions

Payment of Bills

Adjournment

*This meeting will also be available via Zoom audio:

Topic: Carthage Public Library Board Agenda June 8, 2021
Time: Jun 8, 2021 05:15 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/95763094463?pwd=eTZaSDlWc2pXNHdIT2d2cERwZzJlOQT09>

Meeting ID: 957 6309 4463

Passcode: 417304

One tap mobile

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 957 6309 4463

Passcode: 417304

Find your local number: <https://zoom.us/u/abHSIPh7zf>

CORRESPONDENCE

MCCUNE BROOKS REGIONAL HOSPITAL

FINANCIAL STATEMENTS

APRIL 30, 2021





ACCOUNTANT'S COMPILATION REPORT

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

Management is responsible for the accompanying financial statements of McCune Brooks Regional Hospital (a nonprofit organization) which comprise the statement of financial position as of April 30, 2021 and the related statements of activities and other changes in net assets for the year-to-date in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

Schmidt Associates, LLC

May 19, 2021



McCune Brooks Regional Hospital
Statements of Financial Position
April 30, 2021

Assets

Assets

Cash in bank- New trust disbursement	\$ 8,123.38
New Trust investment	15,602,476.16
Escrow account	<u>5,073,073.44</u>
Total Assets	<u><u>\$ 20,683,672.98</u></u>

Liabilities and Net Position

Liabilities

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

Net Position

Operational capital- Fund balance	18,947,382.98
Restricted- non expendable	322,626.00
Retained earnings	<u>(146,670.00)</u>
Total Net Position	<u>19,123,338.98</u>
Total Liabilities and Stockholders' Equity	<u><u>\$ 20,683,672.98</u></u>

**McCune Brooks Regional Hospital
Statements of Activities**

**12 Months Ended
April 30, 2021**

Income

Interest and dividend income- bond/escrow	643.82
Interest and dividend income-Trust	260,832.09
Interest income	42.07
Other income	11,795.31
Other income- from other trusts	585.61
Gain (Loss) realized and unrealized	(220,647.49)

Total Income	<u>53,251.41</u>
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Operating Expenses

Bank charges	17,346.41
Grants	165,575.00
Legal and professional fees	17,000.00

Total Operating Expenses	<u>199,921.41</u>
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Net Income (Loss)	<u>\$ (146,670.00)</u>
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See accountant's compilation report.

Guidance to ***States*** on Distributing \$19.53B to Non-Entitlement Units of Local Governments (NEUs)

NEU Requirements:

1. SAM registration:
 - NEUs are considered prime recipients of local fiscal relief funds and will report directly to Treasury.
 - If registration is not complete, NEU will still receive payment.
 - Must be complete by first reporting deadline.
2. NEUs will be required to submit annual Project and Expenditure reports **through December 31, 2026** (end of the performance period).
 - Additional guidance forthcoming on reporting requirements.



REMINDER: *Financial records and supporting documents must be kept for five years after all funds are expended.*

Guidance to ***States*** on Distributing \$19.53B to Non-Entitlement Units of Local Governments (NEUs)

- States cannot impose additional conditions or requirements on distributions to NEUs.
- States cannot offset any debt owed by the NEUs against the NEU's distribution.
- States cannot provide funding to NEUs on a reimbursable basis.

What's in the New Guidance?



Identify Eligible NEUs

- **Strong MCDs:** CT, ME, MA, MI, MN, NH, NJ, NY, PA, RI, VT, WI
 - MCDs generally perform a wide set of general-purpose local government functions.
 - All MCDs from these states are eligible NEUs.
- **Weak MCDs:** IL, IN, KS, MO, NE, ND, OH, SD
 - MCDs generally play less of a governmental role but are still active governmental units.
 - States must do a “facts-and-circumstances test” to determine eligibility.
- 30 states don’t have governmentally functioning MCDs

For Weak-MCD States ONLY

- What is the facts-and-circumstances test?
 - States should consider **the locality's legal and operational capacity** and whether the locality provides its residents with a **broad range of services**.
 - When working with the state agency making this determination, a weak MCD should **list all services it provides**, whether it is zoning, police/fire protection, public utilities, transportation, social services, recreation. **One service alone is not enough!**
 - No further guidance on this test is expected.
- If the State excludes a locality, the State must identify the MCD's name and explain why it was excluded on its website.
 - No additional recourse.
- States can make initial distributions to all NEUs in that state only when the facts-and-circumstances tests are complete.

Eligible Uses

- Respond to public health emergency / negative economic impacts*
- Revenue loss*
- Premium pay
- Water, sewer, and broadband infrastructure

With the exception of premium pay, eligible uses are forward looking – must be used to cover costs incurred starting March 3, 2021.

**Notes recent updates based on discussions with Treasury.*

Revenue Loss

- Compares actual pandemic-era revenue to an estimate of revenue as if the pandemic had not occurred.
- **Recipients will calculate reduction in revenue at 4 points in time:**
 - December 31, 2020
 - December 31, 2021
 - December 31, 2022
 - December 31, 2023
- Detailed calculation to show annual growth rate over the past 3 fiscal years OR assume 4.1% growth, whichever is higher.
- Broad latitude to use funds for provision of government services, such as infrastructure maintenance or pay-go infrastructure projects.



NOTE: Additional guidance/tools are expected from Treasury.

Water and Sewer Infrastructure

- Drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems (Eligible under Drinking Water State Revolving Fund).
- Wastewater infrastructure, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works (Eligible under Clean Water State Revolving Fund).
- Projects should encourage strong labor standards.
- May include projects on privately-owned infrastructure and cybersecurity.



***TIP:** Respond to questions in interim rule.*

***NOTE:** Treasury studying if Davis Bacon applies.*

Broadband Infrastructure

- Focus on unserved or underserved - lacking a wireline connection that reliably delivers **minimum speeds of 25 Mbps download and 3 Mbps upload (or 25/3)**.
- Prioritize last-mile connections to households and businesses.
- Build reliable 100/100 unless impracticable due to topography, geography, or financial cost.
- Prioritize fiber optic infrastructure where feasible.
- Prioritize support for networks owned, operated, or affiliated with local governments, non-profits, co-ops.



Ineligible Uses

- Offset tax cuts.
- Deposit into pension funds, rainy day funds.
- Funding debt service, legal settlements, matching funds (unless allowed by the federal program).
- General infrastructure spending (outside of broadband, water/sewer) unless under revenue loss provision.

Tips For Your Application

1. TAKE YOUR TIME!
 - Funds do not have to be obligated until **December 31, 2024**.
2. Funds can be put into an interest-bearing account and interest earned can be used for general government purposes.
3. This is a unique opportunity to avoid federal red tape.
 - NEPA will NOT be required for infrastructure projects funded with only Treasury funds.
4. Treasury wants your comments!



TIP: Think creatively. Think strategically.

Make the Case for Funding

- **Solicit** community input.
- **Consider** Council or Board action and/or resolutions.
- **Think:** How will the project be described on the front page of the local paper?
- **Explain** why the use of funds is necessary.
- **Find** the harm/need you are looking to address.
- **Determine** how the expenditure would address that harm/need.



TIP: Connect the harm/need to the COVID-19 emergency

"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.

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
June 8, 2021

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

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

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve the minutes of the May 25, 2021 Council Meeting. Motion carried unanimously.

During Citizen Participation period Callie Myers, CVB Director, discussed the need to make an investment in upcoming events to add activities that would attract citizens from surrounding communities.

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

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. Authorization to rescind withdrawal from MPR's Property and Liability Programs for 2021-2022 appears in Resolution 1932. Changes to the FMLA Policy to meet Federal guidelines were approved. The reporting structure for the Assistant City Administrator job description was changed to include the Mayor and Council. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the job description for the Assistant City Administrator, with the position taking effect on July 1. Motion carried.

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

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

Mr. Armstrong reported the Public Works Committee met on June 1. The Committee went on a bridge tour around the City and Zeb pointed out the various issues with the bridges. Letters from CHS students were presented expressing concerns about issues within the community. The Council Bill renewing the contract with Anderson Engineering for two more years appears in C.B. 21-30. A citizen has initiated discussions on a Peddle Pub within the city. Railroad crossing work continues. River Street Bridge is ready for asphalt

and will be opening soon. Section 2-60-Functions of the Public Works committee was discussed but no action taken.

Special Committee and Board Liaison reports were given by Mr. Snow for CWEP, Mr. Diggs for the Kellogg Lake Board, Ms. Otero for the HSTCC and Mr. Armstrong for the Civil War Museum.

Mayor Rife reported on meetings to develop the Assistant City Administrator job description and an emergency purchase for replacing the AC unit at the Parks and Recreation office.

During reports of Council Members, Mr. Armstrong made a motion, seconded by Mr. Snow, to table C.B. 21-22 until August 24. Motion carried. Mr. Snow discussed the budget book and thanked everyone who worked on the budget.

City Attorney Nate Dally reported the Supreme Court has lifted the Covid restrictions for the courts, but chairs will remain distanced. He also commended Michael Miller for his work on City policies.

Fire Chief Roger Williams reported on receiving new extrication equipment.

Public Works Director Zeb Carney reported River Street Bridge is nearing completion. The contract with Sprouls Construction is being advanced to first reading prior to going to Committee due to rapidly changing prices on supplies.

Parks and Recreation Director Mark Peterson reported on the MOU with LIME, Food Truck Friday events, the rodeo at Municipal Park and Kid's Fishing Day.

City Administrator Tom Short reported on an Economic Development meeting, meetings regarding the Assistant City Administrator job description, discussions with MoDOT regarding Pete's, ARPA funds, the Vision Carthage contract, cost overages for the round-about on Garrison, the opening of the Over 60 Center, sales tax revenues, and financials for the McCune Brooks Hospital Board.

The Committee on Claims filed a report in the amount of \$409,655.31 against the following funds: General Revenue \$53,565.94, Lodging \$10,859.38, Civic Enhancement \$240.00, Fire Protection \$19,095.42, Golf \$19,458.84, Capital Improvements \$2,145.63, Library \$25,000.00, and Payroll \$279,290.10. Ms. Otero made a motion, seconded by Mr. Daugherty to accept the report and allow the claims. Motion carried.

Under old business, C.B. 21-13 – An Ordinance to amend Chapter 6 – Buildings and Building Regulations of the Carthage Code, by adopting the International Code Council 2018 Codes as supplemented or amended and the 2017 NEC Code as supplemented or amended was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-23.

C.B. 21-23 – An Ordinance authorizing the Mayor to execute an addendum to the 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 \$8,000.00 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and Topete. The Council Bill was approved and numbered Ordinance 21-24.

C.B. 21-24 – An Ordinance authorizing the Mayor to execute a Service Agreement MOU – Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime (“Lime”) providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage was placed on second reading. Mr. Armstrong made a motion, seconded by Mr. Diggs, to abate Section 23-506 of the Code of the City of Carthage as it relates to Lime scooters during the term of this contract. Motion carried. The Council Bill was approved and numbered Ordinance 21-25 with a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and Topete.

Under new business, C.B. 21-25 – An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30, 2022 was placed on first reading with no action taken.

C.B. 21-26 – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00 was placed on first reading with no action taken.

C.B. 21-27 – An Ordinance authorizing the Mayor of the City of Carthage, to enter into an agreement between the Carthage Convention & Visitors Bureau, and the City of Carthage, Missouri for Communications Services was placed on first reading with no action taken.

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

C.B. 21-29 – An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board was placed on first reading with no action taken.

C.B. 21-30 – An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023 was placed on first reading with no action taken.

C.B. 21-31 – An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 21-32 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage;

Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage was placed on first reading with no action taken.

Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the Mayor's re-appointment of Brian Schmidt and Ron Ross to the Carthage Water & Electric Plant Board until June 2025. Motion carried.

Ms. Otero made a motion, seconded by Mr. Daugherty, to approve Resolution 1932 -- A Resolution rescinding authorization of withdrawal of the City of Carthage's participation from Midwest Public Risk of Missouri's Property and Liability Programs for the 2021-2022 policy year. Resolution 1932 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and Topete.

Closing Comments: Mr. Snow stated he felt the city was in a good position to see growth, Mr. Barlow stated he had received complements on the Hazel Street railroad crossing, and Mr. Topete thanked Mr. Peterson for his work with LIME.

Mr. Armstrong made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:30 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JUNE 8, 2021
6:30 P.M. – COUNCIL CHAMBERS**

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meeting
6. Presentations/Proclamations
7. Public Comments
(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. Reports of Standing Committees
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor
11. Reports/Remarks of Councilmembers
(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
15. Old Business
 1. **C.B. 21-13** – An Ordinance to amend Chapter 6 – Buildings and Building Regulations of the Carthage Code, by adopting the International Code Council 2018 Codes as supplemented or amended and the 2017 NEC Code as supplemented or amended. (Public Works)
 2. **C.B. 21-22** – An Ordinance to amend Section 10-1 of the Carthage Code, by adopting the 2018 International Fire Code including Appendices B, C, D, F, G and I as supplemented or amended. (Public Works Committee)
 3. **C.B. 21-23** – An Ordinance authorizing the Mayor to execute an addendum to the 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 \$8,000.00. (Public Services)

4. **C.B. 21-24** – An Ordinance authorizing the Mayor to execute a Service Agreement MOU – Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage.

16. New Business

1. **C.B. 21-25** – An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30- 2022. (Budget Ways & Means)
2. **C.B. 21-26** – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00. (Budget Ways & Means)
3. **C.B. 21-27** – An Ordinance authorizing the Mayor of the City of Carthage, to enter into an agreement between the Carthage Convention & Visitors Bureau, and the City of Carthage, Missouri for Communications Services. (Budget Ways & Means)
4. **C.B. 21-28** – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed \$21,000.00. (Budget Ways & Means)
5. **C.B. 21-29** – An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board. (Budget Ways & Means)
6. **C.B. 21-30** – An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023. (Public Works)
7. **C.B. 21-31** – An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri. (Public Works)
8. **C.B. 21-32** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage. (Mayor)

17. Mayor's Appointments

1. Carthage Water & Electric Plant Board

18. Resolutions

1. **Resolution 1932-** A Resolution rescinding authorization of withdrawal of the City of Carthage's participation from Midwest Public Risk of Missouri's Property and Liability Programs for the 2021-2022 policy year. (Insurance, Audit and Claims)

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
May 25, 2021

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

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

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve the minutes of the May 11, 2021 Council Meeting. Motion carried unanimously.

During Citizen Participation period: Heather Collier, Carthage Community Foundation, expressed her support for Resolution 1931.

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

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. A recent health insurance utilization report was reviewed. Quotes for property and casualty insurance have been received with MPR providing the lowest quote.

Mr. Barlow reported that the Public Safety Committee met May 17. Mr. Barlow made a motion, seconded by Mr. Armstrong, to approve the street closures as requested by the Chamber of Commerce and vacate streets beginning on Friday evening, October 15, through Saturday evening October 16 for the Maple Leaf Parade and other festivities associated with the event. Motion carried. Octoberfest, which will replace Maple Under the Stars, is scheduled for October 9 in Central Park with events beginning around 3:00 p.m. There will be various games for families, food trucks and other vendors, live bands and a beer garden. Mark Elliff will work with the Police Department on organizing the event. Abi Almandinger discussed a permanent structure for a light tunnel on the south side of the square in the sidewalk mall area between Carthage Eye Care and World Finance. This project was forwarded to Public Services with support of Public Safety. Chad Dininger updated the committee on a recent Neighborhood Dumpster Days event which targets high-crime areas. Mr. Barlow made a motion, seconded by Mr. Snow, to close the roads at Kellogg Lake on June 12 for Kids Fishing Day and enforce no fishing between June 6th and June 12th after the lake has been restocked. Motion carried. The status of the Municipal Court was discussed due to the resignation of Judge Pete Lasley.

An appointment will be made for his replacement. A donation of \$5,000 from Perdue Foundation appears in Resolution 1928.

Mr. Daugherty reported that the Public Services Committee met on May 18. The donation policy is being amended to include guidelines for accepting anonymous donations. This is being presented in Resolution 1928. Various items were declared surplus and appear in Resolution 1929. Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the use of the Fair Acres parking lot for a carnival from October 13 through October 16. Motion carried. Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the use of Central Park on October 9 for Octoberfest and allow a beer garden. Motion carried. The MOU for a 6 month trial with LIME for scooter rentals appears in C.B. 21-24.

Mr. Armstrong reported the Public Works Committee is between meetings with the next meeting scheduled for June 1.

Special Committee and Board Liaison reports were given by Ms. Otero for the Carthage Humane Society and Mr. Armstrong for the Civil War Museum.

Mayor Rife reported he had been working on an appointment for the Municipal Judge position.

City Attorney Nate Dally discussed COBRA coverage changed by ARP guidelines, work on a social media policy and the contract with LIME.

Police Chief Greg Dagnan reported Jasper County 911 will put a tax increase on the August 3 ballot to help pay for a county-wide radio system.

Fire Chief Roger Williams reported on the re-acquisition of a 1939 fire truck.

City Administrator Tom Short reported on the following: River Street bridge replacement is waiting on asphalt, railroad crossing repairs, FY 22 budget and contracts will be on the June 8 agenda, updates to the donation policy, census data redistricting, city offices closing for Memorial Day, update on job description for Assistant City Administrator, GRO meetings, golf course revenues, FMLA policy update, ARP webinar, budget adjustment for FY 21, geofencing area for LIME contract, TAC meeting, fuel tax legislation, Region M meeting, Resolution 1931, and economic development meetings.

The Committee on Claims filed a report in the amount of \$2,560,609.34 against the following funds: General Revenue \$69,900.90, Public Health \$137,609.64, Civic Enhancement \$861.84, Parks/Stormwater \$51,774.87, Golf \$6,202.41, Capital Improvements \$5,800.00, Payroll \$288,459.68 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. 21-20 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and

Transportation Commission providing for a Transportation Alternatives Funds Program Agreement ((TAP-1601(704)) for ADA compliant sidewalks along River Street from Fairview Avenue to Airport Drive, as authorized by the United States Congress, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 with funds to be used for transportation alternatives activities was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and West. The Council Bill was approved and numbered Ordinance 21-21.

C.B. 21-21 – An Ordinance authorizing a special use permit for the operation of a carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in conjunction with the 2021 Carthage Maple Leaf Parade in the City of Carthage, Jasper County, Missouri was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and West. The Council Bill was approved and numbered Ordinance 21-22

Under new business, C.B. 21-22 – An Ordinance to amend Section 10-1 of the Carthage Code, by adopting the 2018 International Fire Code including Appendices B, C, D, F, G and I as supplemented or amended was placed on first reading with no action taken.

C.B. 21-23 – An Ordinance authorizing the Mayor to execute an addendum to the 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 \$8,000.00 was placed on first reading with no action taken.

C.B. 21-24 – An Ordinance authorizing the Mayor to execute a Service Agreement MOU – Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage was placed on first reading with no action taken.

Ms. Otero made a motion, seconded by Mr. Daugherty to approve the Mayor's Appointment of Kimberly Fisher as the Carthage Municipal Judge effective June 14, 2021. Motion carried.

Mr. Barlow made a motion, seconded by Ms. Otero, to approve Resolution 1928 – A Resolution providing for the formal acceptance of a donation to the City of Carthage's Fire Department by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 1928 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and West.

Mr. Armstrong made a motion, seconded by Ms. Otero, to approve Resolution 1929 – A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of a 2007 Chevrolet 1500 Crew Cab (77,169 miles) VIN-1GCEC19C77Z588293, a 1997 Ford Ranger (68,966 miles) VIN-1FTCR10A3VUB44966, and a 1995 Turfco/Jacobsen SV 3422 Topdresser (SN #596868). Resolution 1929 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and West.

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve Resolution 1930 – A Resolution of the City Council of the City of Carthage, Missouri amending, (by addition of provisions regarding anonymous donations), a policy formalizing the conditions and procedures to be followed by the City in accepting donations and grants. Resolution 1930 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and West.

Ms. Otero made a motion, seconded by Mr. Daugherty, to approve Resolution 1931 – A Resolution authorizing the City of Carthage, Missouri to submit an application to the Missouri Department of Natural Resources Historic Preservation Fund Grant – Planning and Outreach Grant – for training requirements under the Certified Local Government (CLG) Program for annual training of the Planning, Zoning and Historic Preservation Commission. Resolution 1931 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and West.

Mr. West made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:58 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

COUNCIL BILL NO. 21-13

ORDINANCE NO. _____

An Ordinance to amend Chapter 6 – Buildings and Building Regulations of the Carthage Code, by adopting the International Code Council 2018 Codes as supplemented or amended and the 2017 NEC Code as supplemented or amended.

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

SECTION I: The publication known as the International Code Council 2018 codes; International Building Code, International Residential Code, International Property Maintenance code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Swimming Pool and Spa Code, International Existing Building Code, and the 2017 National Electrical Code, as published by the International Code Council, Inc., and the National Fire Protection Association and is hereby referred to, adopted and made part hereof as if fully set out in ordinance, with the additions, insertions, deletions and changes, prescribed in the attachment to this ordinance as Exhibit A.

SECTION II: That all other ordinances and codes or parts of ordinances or codes in conflict are hereby repealed.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Works

COUNCIL BILL NO. 21-22

ORDINANCE NO. _____

An Ordinance to amend Section 10-1 of the Carthage Code, by adopting the 2018 International Fire Code including Appendices B, C, D, F, G and I as supplemented or amended .

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

SECTION I: The publication known as the 2018 International Fire Code including Appendix Chapters B, C, D, F, G and I, as published by the International Code Council, Inc., be and is hereby adopted as the Fire code, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code are hereby referred to, adopted, and made part hereof as if fully set out in ordinance.

SECTION II: Section 10-1 shall read as follows:

10-1. Fire Prevention Code adopted

A. *Adopted.* The provisions, except as modified in this Article, of the 2018 International Fire Code including Appendices B, C, D, F, G and I, three (3) copies of which are on file in the office of the City Clerk, are hereby incorporated in this Chapter and made a part hereof as though set forth fully herein and are hereby adopted as the official Fire Code of the City.

B. Wherever the word "*municipality*" is used in the code adopted by this Article, it shall be construed to mean this City.

C. The Fire Prevention Code adopted by this Article shall be administered and enforced by the Fire Chief or his designated person or persons,

D. Wherever the term "corporation counsel" is used in the fire prevention code adopted by this division, it shall be held to mean the city attorney.

E. *General Penalty. See Section 1-12 General penalty; continuing violations, of the Code of Carthage.*

F. That the International Fire Code 2018 is amended and revised in the following respects:

Section 101.1 is amended by inserting the name of this jurisdiction, "City of Carthage, Missouri."

Section 104.6.2 is amended by adding "The fire code official or his designees shall perform annual fire safety inspections of each A, B, M, F, I, E, H, S, R3 daycare occupancies in the City limits of Carthage & R1, R2, R4 occupancies.

Section 105.6.30 is deleted.

Section 110.4 is amended by inserting: [Misdemeanor, \$500.00, 100 days].

Section 112.4 is amended by inserting: [\$25.00, \$500.00].

Section 307.1 is amended to read "307.1 General. See Ordinance 14-05 Section 10-2 of the City of Carthage, Code of Ordinances.

Section 307.2 is deleted.

Section 505.1 is amended to read "505.1 Address Numbers. See Ordinance 6171 Section 17-83 of the City of Carthage, Code of Ordinances."

Section 5601.1 is amended to read as follows: "The provisions of this chapter and Ordinances 08-56 and Ordinance 10-14 of the City of Carthage, Code of Ordinances, shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials, fireworks, and small arms ammunition."

Notwithstanding the provisions of the 2018 International Fire Code adopted by this division, all persons shall comply in all respects with the provisions of sections 10-3 through 10-4 relative to fireworks and devices of like character.

G. Enforcement. Violations; penalty

- (1) Any person who shall violate any of the provisions of the fire prevention code adopted by this division or fail to comply therewith, or who shall violate or fail to comply with any order duly made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken within the time fixed in this division, shall severally, for

each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in Section 1-12 of the Carthage City Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

- (2) Appeals. Whenever the fire chief or his designee shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal in writing the decision of the fire chief or his designee to the board of appeals within 30 days from the date of the decision appealed. The applicant may appeal in writing the decision of the board of appeals to the Carthage City Council within 30 days from the date of the board decision.
- (3) The application of the penalty set out in subsection (1) of this section shall not be held to prevent the enforced removal of prohibited conditions.

H. Modifications.

The fire chief or his designee shall have power to modify or grant variance to any of the provisions of the current adopted fire code upon application in writing of the owner or lessee, or his duly authorized agent, when there are practical difficulties in carrying out the strict letter of the fire prevention code; provided that the spirit of such code shall be observed, public safety secured with equal or greater protection, and substantial justice done. The fire chief or his designee thereon, shall be entered upon the records of the fire department, and a signed copy shall be furnished to the applicant.

(Ord. No.?????)

I. New materials, processes or occupancies requiring permits.

The Public Works Committee or Public Safety Committee, with the Fire Chief or his designee and the Public Works Director, shall act as a committee to determine and specify after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those enumerated in the fire prevention code.

SECTION III: That the International Fire Code 2006 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Safety

COUNCIL BILL NO. 21-23

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an addendum to the 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 \$8,000.00.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute an addendum to the 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 \$8,000.00, pursuant to the Contract addendum which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ **DAY OF** June _____ **2021.**

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Hewlett-Packard Company

[Company Address]

[City, ST ZIP Code]



Contract Addendum to the original Agreement to Perform Park and Recreation Consulting Services

Date

[Date]

City of Carthage Rules and Regulations

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

This Addendum, effective on May 18, 2021 will be aligned with the original Scope of Work for the Master Plan as detailed and adopted on March 16, 2020.

Period of Performance

The Services shall commence on May 23, 2021, and will be completed by July 16, 2021

Scope of Work

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

- Gather site base map information from Jasper County GIS mapping
- Create existing conditions base map
- Create preliminary concept
- Conduct design workshop (in person or virtually, but prefer in person) with property owners and Carthage Parks personnel
- Finalize park concept (one or two concepts depending on input from design workshop)
- Cost Estimate for Park Improvements
- Analyze the adjacent property amenities and its role in the design concept

Deliverables

1. Preliminary and final annotative conceptual master plan designs in the form of color renderings.
2. Rough order of magnitude cost estimate broken up by major components and/or phases.

Consultant Fee

The fee for the development of the Park (potential acquisition) design concept is \$7,200 if a virtual stakeholder meeting is held of \$8,000 if an in-person stakeholder meeting is held. Expenses not to exceed \$250.00 will also be added to this addendum.

Invoice Procedures

DHC will submit an invoice to the Park and Recreation Department when the Park design concept for the potential acquisition is approved by the City of Carthage.

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

[Client Name]

Hewlett-Packard Company

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

COUNCIL BILL NO. 21-24

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Service Agreement MOU - Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri a Service Agreement MOU - Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Services Committee

Service Agreement MOU - Mobility Device Sharing Services

This Service Agreement and Memorandum of Understanding ("Agreement") is made this Tuesday June 8th 2021, by and between the City of Carthage ("City") and Neutron Holdings, Inc. DBA Lime ("Lime").

RECITALS

1. A goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Sharable micro-mobility devices and related services are a component to help the City achieve its transportation goals and the City desires to make mobility device share services available to residents and those who work in the City.
3. Lime is a qualified provider of micro-mobility device share and related mobility products and services and proposes to operate a mobility device share program within the City.
4. Lime's Products and Services provide a benefit to the City, citizens, and the surrounding community and is consistent with the City's goals and policies to provide safe, environmentally friendly, and affordable multi-modal transportation options to the community, including Lime customers;
5. Lime will abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide mobility device share services.
6. Lime possesses GPS, 3G, and self-locking technology in its mobility device fleet such that mobility devices may be locked and opened by Lime customers with a mobile application and tracked to assist operations and maintenance.

Agreement

1. Use of City Property. City authorizes Lime to use the public right-of-way for the purposes set forth in Section 2 of this agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.
2. Permitted Use. Lime users may use the public right-of-way for the operation of mobility devices owned and operated by Lime for use in the mobility device share program. Lime shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
3. Mobility Device Parking. Lime shall instruct Users to not park mobility devices in any location other than upon the City sidewalk in such a manner as to afford the least obstruction of pedestrian traffic and provide a minimum of 4 feet clearance for pedestrians.

4. Loss or Damage: City assumes no liability for loss or damage to Lime's mobility devices or other property. Lime agrees that City is not responsible for providing security at any location where Lime's mobility devices are stored or located.
5. Customer Acknowledgements: Lime may include a product feature administered through its mobile application that requires Users to acknowledge the following: (a) the parking requirements as outlined in Section 3 of this Agreement and (b) adherence to all applicable state and local laws.
6. Lime Fleet. Lime may maintain a fleet of _____ mobility devices. Mobility Devices shall be equipped with GPS technology or other installed software in order to track and manage the fleet's operations. Thereafter, the City may allow Lime to increase the number of mobility devices in Lime's fleet when Lime submits a written fleet-increase notice to the City, and within such notice Lime demonstrates with ridership data that across the prior 30 days (or a 12-month rolling average after the first full year of operations) that designates the need for such an increase.
7. Indemnification.
 - a. Lime will indemnify, defend, and hold harmless the City and its affiliates, officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any third party liability, actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of this agreement, or which are related to Lime's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by Lime (including its officers, managers, employees, contractors, agents, and volunteers), or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of Lime's mobility devices except as set forth in Section 8(b) hereof.
 - b. Lime will not indemnify, defend or hold harmless the City or the City's Indemnified Parties from and against all Claims resulting from or arising out of (i) the negligence or willful misconduct of the City or the City's Indemnified Parties or (ii) the design, construction, or maintenance of City infrastructure or projects permitted by the City, or any and all acts or omissions related thereto, for which Lime shall have no liability hereunder.
 - c. The parties further agree that the indemnifying party shall not be obligated to defend or indemnify any indemnified party for Claims made against the indemnified party's policy of workers' compensation insurance, and that the indemnified party's policy of workers' compensation insurance shall serve as the primary coverage for such claim.

8. Insurance. Lime shall procure and maintain for the duration of this agreement insurance against claims for which Lime has indemnified the City pursuant to Section 8 of this Agreement. Lime shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Two Million and no/100 Dollars (\$2,000,000.00). Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Lime's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Lime's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by City, which approval shall not be unreasonably withheld.
9. Compliance with Law. Lime at its own cost and expense, shall comply with any statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its mobility device share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Lime's lawful use or occupancy of City Property or any portion thereof, Lime shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with Lime, at no additional cost to City, such that Lime can properly comply with this Section and be allowed to use City Property as specified in Section 2, above.
10. Data Sharing. Lime agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information of Lime.
11. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or Liability Company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this agreement.
12. Term. This agreement shall commence on June 15th 2021, (the "Commencement Date") and shall expire on the date that is 6 months after the Commencement Date unless earlier terminated pursuant to Section 15, below. This is a PILOT project and may be amended to increase the time needed to assess the project.
13. Termination. This agreement may be terminated by either party, for any reason, or for no reason, prior to the expiration date set forth in Section 14, above, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination.

- a. Upon termination of this agreement by either party, Lime shall, at its sole cost and expense, remove its property from the public right-of-way within thirty (30) days of the date of termination.
14. Fees. Lime shall submit a fee of five cents (\$.05) per trip taken on any Mobility Device Lime has deployed in the City. The per-trip fee shall be invoiced monthly based on data provided by the Lime in accordance with Section 10 (Data Sharing), and the Lime shall submit payment within 30 days of receipt of the invoice. The City may remove a Mobility Device from the City's right-of-way if it creates a hazard that threatens the health, safety and welfare of citizens. In such instances, the City will notify the permitted Lime as soon as reasonably practicable thereafter. If the City must remove a Mobility Device, Lime shall be charged a relocation and storage fee that shall not exceed twenty dollars \$20.00. Carthage Parks & recreation department will be responsible for invoicing Lime.
15. Amendment. This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written and executed by duly authorized representatives of the parties.
16. Permits. The City shall notify Lime of any local permits required, if any, of the company for its local operation. Lime will apply for a City of Carthage business license.
17. Applicable Law and Venue. The laws of the Missouri shall govern the interpretation and enforcement of this agreement.
18. Counterparts and Electronic Signatures. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This agreement may be executed electronically.
19. Notices. Any notice required to be given in writing by either party pursuant to this agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Lime or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

(a) If to Lime: 85 2nd Street, Ste. 100
San Francisco, California 94105
Attention: Legal Department
with a copy to: legal@li.me

If to the City: City of Carthage
 Attention: Nate Dally
 321 Grant
 Carthage MO, 64836

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

CITY:

THE CITY OF CARTHAGE,

By: _____
Name: _____
Title: _____

LIME:

NEUTRON HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____

Title: _____

***NEW
BUSINESS***

An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30, 2022.

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

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

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

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

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

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

SECTION I: The budget of the City of Carthage for Fiscal Year 2021 - 2022 (year ending June 30, 2022, a copy of which is attached hereto and incorporated herein, is hereby adopted.

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Budget Ways & Means Committee

COUNCIL BILL NO. 21-26

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract with the Carthage Convention and Visitors Bureau for services in an estimated amount of \$100,000.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

AGREEMENT FOR TOURISM AND MARKETING SERVICES

City of Carthage, Missouri and the Carthage Convention and Visitors Bureau Tourism Lodging Tax

THIS AGREEMENT made and entered into this 1st day of July 2021, by and between the City of Carthage, Missouri, (hereinafter referred to as "City") with offices located at 326 Grant St., Carthage, Missouri, and the Carthage Convention and Visitors Bureau, Inc. (hereinafter referred to as "CVB") as a not-for-profit corporation organized under the laws of the State of Missouri, located at 402 S. Garrison, for the purpose of marketing and promoting the City of Carthage as a destination to visitors, on an annual basis beginning Fiscal Year 2021-2022 ("Initial Term").

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

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

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

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

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

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

WITNESSETH:

Article I

SCOPE OF SERVICES

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

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

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

An amount equal to the amount of actual collections by the City for Lodging Tax for the current fiscal year, collected and distributed to the CVB monthly. For the Initial Term this amount is estimated to be paid in the approximate amount of \$100,000.00, subject to increase or decrease based on actual collections of the Lodging Tax. This amount is to cover General Administrative Expenses and Promotional Marketing Expenses.

Article II

COMPENSATION AND METHOD OF PAYMENTS

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

Article III

CHANGES IN SCOPE OF SERVICES

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

Article IV

REPORTING

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

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

Article V

OTHER

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

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

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

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

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

Attest:

Traci Cox, City Clerk
City of Carthage, Missouri

Dan Rife, Mayor
City of Carthage, Missouri

Anthea Harbin, President
Carthage Convention and Visitors Bureau

Callie Myers, Executive Director
Carthage Convention and Visitors
Bureau

COUNCIL BILL NO. 21-27

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CARTHAGE, TO ENTER INTO AN AGREEMENT BETWEEN THE CARTHAGE CONVENTION & VISITORS BUREAU, AND THE CITY OF CARTHAGE, MISSOURI FOR COMMUNICATIONS SERVICES.

WHEREAS, the City is a participant in the GRO 3.0 program which is three (3) year plan, structured to help communities make strides in the arena of community and economic development; and

WHEREAS, the Community Engagement segment of the program endeavors to create a more engaged and committed citizenry; and

WHEREAS, the survey conducted to help local community leaders and citizens identify major local patterns identified communications shortfalls that through a collaborative and focused effort could be redefined and improved; and

WHEREAS, the GRO Committee has recommended to the City a methodology for consolidating and enhancing intra and inter communications vehicles available to the City,

NOW, THEREFORE, 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 between The Carthage Convention & Visitors Bureau, and The City of Carthage, Missouri, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Budget Ways & Means Committee

AGREEMENT FOR COMMUNICATION SERVICES

City of Carthage, Missouri and the Carthage Convention and Visitors Bureau

THIS AGREEMENT made and entered into this _____ day of July 01, 2021, by and between the City of Carthage, Missouri, (hereinafter referred to as "City") with offices located at 326 Grant St., Carthage, Missouri, and the Carthage Convention and Visitors Bureau, Inc. (hereinafter referred to as "CVB") as a not-for-profit corporation organized under the laws of the State of Missouri, located at 116 W 3rd, Carthage, MO 64836, for the purpose of maintaining and furthering communications for the City of Carthage for the Fiscal Year, July 01, 2021 – June 30, 2022.

WHEREAS, the City of Carthage desires to engage the services of the CVB in order to maintain and further communications with the citizens of the City of Carthage, and

WHEREAS, it is to the benefit of the City and its citizens to engage the CVB to provide such communication services, and

WHEREAS, the agreed upon services include maintaining the City's websites, social media channels, and the public relations efforts of the City on a case by case basis, and

WHEREAS, the CVB has assured the City that it is capable of providing those services, and

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

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

WITNESSETH:

Article I

SCOPE OF SERVICES

The City shall provide the CVB with the information and content for the City's websites and all social media platforms. The CVB shall incorporate the information and content provided by the City into all such desirable platforms as CVB and City deem appropriate. The CVB (in consultation with the City) shall have full creative license to publish the content provided by the City as it sees fit.

Article II

COMPENSATION

The CVB agrees to perform its obligations hereunder in exchange for compensation agreed upon as follows:

The City shall pay an amount not to exceed Sixty-Thousand Dollars (\$60,000.00) in

monthly installments of at least Five Thousand Dollars (\$5,000.00) for CVB's services provided hereunder. The parties anticipate a minimum of fifteen (15) hours per week to accomplish the scope of services. Compensation for any subsequent renewal terms shall be agreed upon in a signed writing by the parties. The cost for services rendered may be cost-shared by the City with Carthage Water & Electric Plant. The CVB will provide invoices to the City on a monthly basis advising of the hours spent on the services contemplated herein and the requested compensation for that time. In the event the aforementioned anticipated hours are exceeded and additional compensation is required, the CVB shall notify the City of hours in excess of those anticipated on the subsequently provided invoice. Any objection by the City to such additional hours or charges shall be raised within thirty (30) days of the date of the invoice or shall be deemed waived.

Payment for services rendered is due within thirty (30) days of the date of the invoice provided by the CVB.

Article III

CHANGES IN SCOPE OF SERVICES

If at any time during the course of this agreement either party desires to change the scope of services, duration, or compensation delineated above, a written request will be provided to the other party for consideration and either accepted or rejected within thirty (30) days unless an extension is agreed upon by the parties. Changes requested by the City shall be submitted to the CVB board of directors for consideration. Changes requested by the CVB shall be provided to the City Administrator to take to the City Council for consideration.

Article IV

REVIEW

PERIOD

A representative of the CVB and the City will meet quarterly to review the communication efforts of the CVB, discuss scope of work, review communication goals for the next quarter, and review any reports the CVB may provide to the City for the previous quarter. Any objections by the City to the CVB's efforts during the previous quarter must be raised at each quarterly review. Any requests by the CVB for approval, direction, specification, or documentation made at the quarterly review shall be provided by the City within thirty (30) days of the meeting unless an extension is agreed upon by the parties. Any requests by the City for information, specification, or documentation made at the quarterly review shall be provided by the CVB within thirty (30) days of the meeting unless an extension is agreed upon by the parties.

Article

V

OTHER

The City shall be responsible for periodic review and feedback to the CVB of

communication efforts. Any objections to CVB efforts not raised by the City by or at each quarterly review shall be deemed waived by the next quarter.

If either party shall fail to fulfill in timely and proper manner that party's obligations under this contract, or if either party shall violate any of the covenants, agreements, or stipulations of this contract, the other party shall have the right to terminate this contract by giving written notice to the designated agent of the other party of such termination and specifying the effective date thereof, at least ten days before the effective day of such termination. Either party may, with or without cause, terminate this contract upon 30 days prior written notice. The CVB shall be entitled to receive just and equitable compensation for any work completed prior to the termination date.

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

Attest:

Traci Cox, City Clerk
City of Carthage, Missouri

Dan Rife, Mayor
City of Carthage, Missouri

Anthea Harbin, President
Director
Carthage Convention and Visitors Bureau

Callie Myers, Executive
Carthage Convention and Visitors
Bureau

COUNCIL BILL NO. 21-28

ORDINANCE NO. _____

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

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

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

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

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

THIS AGREEMENT made and entered into this 1st day of July 2021, by and between Carthage Over 60 Center Inc., hereinafter referred to as Center and the City of Carthage, a Municipal Corporation, hereinafter referred to as City.

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

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

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

I Center Agrees to:

- (1) Provide such nutrition services as are outlined in this contract with the Area Agency on Aging and in accordance with Federal program guidelines, with these services to be provided at the location hereinafter referred to as facility, this being the Carthage Over 60 Center, located at 404 E Third Street, Carthage, Missouri.
- (2) To employ, train and supervise such employees as it deems necessary for the operation of nutrition and support services at the facility, in accordance with current Administration on Aging requirements.
- (3) To pay for or provide payment for utilities and telephone beginning July 1, 2021 ending June 30, 2022. Said payment shall cover the total cost for all utilities and all telephone expenses at the facility.
- (4) To pay for or provide for all maintenance and janitorial services for the inside of the facility, including all inside equipment and furnishings.
- (5) To not sublet the facility, or part thereof, without written permission of City or as provided within this agreement.
- (6) To provide recreational and support services to include, but not limited to the following: regular blood pressure and eye examination clinics at the facility, dances at the facility, card playing and card tournaments at the facility, and all other such services as may be required by federal regulation and contracts.
- (7) In addition Center agrees to provide, when feasible, such other recreation and support services as may be requested by the senior persons of Carthage through the Center's Advisory Council.

II City Agrees:

- (1) To make available to Center use of the facility.
- (2) To maintain the structural soundness of the premises and maintain the outside of the building such as, but not limited to, roof, walls, doors and air conditioning

- system.
- (3) To provide for and pay property insurance to cover claims for injuries caused due to the condition of City=s property.
 - (4) To maintain the parking lot area including the plowing of snow from the parking area when necessary and shoveling of snow from walkways at the facility.
 - (5) To provide for lawn mowing at the facility.

III City and Center Further Agree:

- (1) To recognize the duly elected Advisory Council as the formal advisory body of senior citizens in matters including the building, nutrition program, recreation and support services. The City and Center will have representatives present at regular meetings of the Advisory Council and seriously consider all requests and recommendations from this advisory group.
- (2) Scheduling of activities at the facility shall be handled in the following manner:
 - a) Center shall handle all scheduling of events and activities at the facility. Priority in scheduling will be given in the following order:
 - (1) Center sponsored senior citizen activities
 - (2) Other senior citizen activities
 - (3) City government sponsored activities
 - (4) Private group or organization activities (non-senior)
 - b) The facility shall be made available to community groups when not previously scheduled and in accordance with the priority listing in Section III, 2., (a) above. The parties involved recognize the requirement that the facility remain a community building, with priority given to senior citizens, but open to other groups.
 - c) Charges for use of the facility by non-senior private groups or activities may be levied in order for Center to defray the additional cost of utilities used by outside groups. Any such charges, as well as other rental policies, e.g., clean-up policy, hours, availability of keys, etc., shall be determined by the Advisory Council in conjunction with the City.
- (3) In consideration of the services to be rendered hereunder to the City, the City agrees to pay on behalf of the Center, a sum not to exceed twenty-one thousand dollars and no cents (\$21,000.00) appropriated by the annual budget of the City, which shall be used to pay utility costs for water, electric, sewer and gas bills monthly. Individual utility services shall be billed to the Center which in turn will be submitted to the City for payment up to the amounts indicated above. Any amounts above those indicated are to be the responsibility of the Center.

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

IV TERM OF AGREEMENT:

This agreement shall be deemed to have taken effect July 1, 2021 and shall terminate as of June 30, 2022. This agreement shall be binding upon the parties hereto, and their successors.

CITY OF CARTHAGE

By: _____
Dan Rife,
Mayor

ATTEST:

Traci Cox, City Clerk

Carthage Over 60 Center

By: _____

COUNCIL BILL NO. 21-29

ORDINANCE NO. _____

An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board.

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

SECTION I: The utility rate adjustments for electric, water and wastewater services recommended by the Carthage Water & Electric Board, which are attached hereto and incorporated herein by reference as if set forth in full, are hereby authorized to be in effect beginning July 1, 2021.

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2021.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
RESIDENTIAL SERVICE**

AVAILABILITY:

This rate is available by contract for single-phase 120/240 volt service to a single family dwelling through one meter for domestic use, and to separate structures on the same parcel of land, so long as these additional structures are not used for commercial purposes.

ENERGY CHARGE:

For all kWh used per month, per kWh	\$0.09692
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MONTHLY CUSTOMER CHARGE:

Residential Service (single family dwelling)	\$17.60
Residential Service (additional structures)	\$26.60

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fee (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. The use of motors not exceeding five horsepower will be permitted hereunder; provided, however, that motors of one horsepower and over must be connected for 240 volts, and provided further that simultaneous starting of motors totaling over five horsepower will not be permitted except that operation of air conditioners with a nominal manufacturer's rating of up to and including five ton capacity will be permitted under the further provision that not more than five tons (manufacturer's nominal rating) may be started from a single control. Equipment characterized by severe or fluctuating demands will not be permitted under this rate schedule. Service is for the exclusive use of the customer and shall not be resold or shared with others. Carthage Water & Electric Plant maintains sole discretion to determine which services will be billed under this rate

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.08134
For all additional kWh used per month, per kWh	\$0.07823

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.09689
For all additional kWh used per month, per kWh	\$0.09000

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$30.00
Three-Phase Service	\$85.00

MONTHLY DEMAND CHARGE:

For the first 6 kW of billing demand, per kW:	No Charge
Over 6 kW of billing demand, per kW:	\$7.90

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. The above undiscounted rates apply to secondary service. Primary service discounts shall apply to those customers who own their own transformation facilities (see Primary Service schedule and associated Conditions of Service). The General Service rate was developed assuming those customers who do not own their own facilities will be metered on the low side of the transformer and receive no discount. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PRIMARY SERVICE**

AVAILABILITY:

The primary rate shall apply to those customers who own their own transformation facilities.

ENERGY CHARGE:

For the first 200,000 of kWh used per month, per kWh	\$0.06656
For the next 300,000 kWh used per month, per kWh	\$0.05516
For all additional kWh used per month, per kWh	\$0.05216

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$8.19
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MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$30.00
Three-Phase Service	\$90.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. Primary Service rates shall apply to those customers who own their own transformation facilities. Those who do own transformation facilities will be metered on the high side of the transformer and will accordingly be eligible for the Primary Service rates in this tariff. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.05694
For all additional kWh used per month, per kWh	\$0.05476

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.06782
For all additional kWh used per month, per kWh	\$0.06300

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$21.00
Three-Phase Service	\$59.50

MONTHLY DEMAND CHARGE:

For the first 6 kW of billing demand, per kW:	No Charge
Over 6 kW of billing demand, per kW:	\$5.53

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Municipal General Service rates are based on General Service rates, discounted 30%. Billing demand shall be based on the current monthly peak. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL STREET LIGHTING & TRAFFIC SIGNALS SERVICE**

ENERGY CHARGE:

All kWh used per month, per kWh	\$0.04304
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$15.00
Three-Phase service	\$42.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
AREA LIGHTING**

AVAILABILITY:

This rate is available to consumers using Carthage Water & Electric Plant's electric service.

UNIT CHARGE:

53 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge	\$3.70
53 LED, 60 LED, 66 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, unmetered, monthly charge	\$9.41
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, metered, monthly charge	\$7.53
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge	\$18.76
105 Watt Flood, metered, monthly charge	\$9.75
105 Watt Flood, unmetered, monthly charge	\$13.43
185 Watt Flood, metered, monthly charge	\$11.85
185 Watt Flood, unmetered, monthly charge	\$15.80
390 Watt Flood, metered, monthly charge	\$12.11
390 Watt Flood, unmetered, monthly charge	\$20.27

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires a new pole	\$91.00
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PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by CWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL AREA LIGHTING**

AVAILABILITY:

This rate is available to City of Carthage departments for area lighting.

UNIT CHARGE:

53 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge @ \$3.70, discounted 30%	\$2.59
53 LED, 60 LED, 66 LED, 70 LED, 100 HPS, 150 HPS, unmetered, monthly charge @ \$9.41, discounted 30%	\$6.59
100 LED, 120 LED, metered, monthly charge @ \$7.53, discounted 30%	\$5.27
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge @ \$18.76, discounted 30%	\$13.13
105 Watt Flood, metered, monthly charge @ \$9.75 discounted 30%	\$6.83
105 Watt Flood, unmetered, monthly charge @ \$13.43, discounted 30%	\$9.40
185 Watt Flood, metered, monthly charge @ \$11.85, discounted 30%	\$8.30
185 Watt Flood, unmetered, monthly charge @ \$15.80, discounted 30%	\$11.06
390 Watt Flood, metered, monthly charge @ 12.11, discounted 30%	\$8.48
390 Watt Flood, unmetered, monthly charge @ \$20.27, discounted 30%	\$14.19

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires new pole @ \$91, discounted 30%	\$63.70
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PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by CWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
SPORTS FIELD LIGHTING AND CORPS OF ENGINEERS
APPROVED FLOOD CONTROL AREAS**

AVAILABILITY:

This rate is available by contract to non-commercial institutions within the city limits of Carthage for Sports Field lighting and Corps of Engineers approved Flood Control areas.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.08134
For all additional kWh used per month, per kWh	\$0.07823

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No Charge
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$30.00
Three-Phase service	\$85.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL SPORTS FIELD LIGHTING**

AVAILABILITY:

This rate is available by contract to City Departments within the city limits of Carthage for Sports Field lighting.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.05694
For all additional kWh used per month, per kWh	\$0.05476

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No charge
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$21.00
Three-Phase Service	\$59.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within of this rate book.

CONDITIONS OF SERVICE:

Municipal Sports Field Lighting rates are based on Sports Field Lighting and Corps of Engineers Approved Flood Area rates, discounted 30%. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
TEMPORARY ELECTRIC SERVICE**

AVAILABILITY:

This rate is available for single phase 120/240 volt temporary service for construction or other temporary purposes.

ENERGY CHARGE:

For the first 100 kWh used per month, per kWh	\$0.22330
For all additional kWh used per month, per kWh	\$0.15430

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$19.02
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SETUP CHARGE:

Temporary electric service setup charge	\$75.00
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PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PARALLEL GENERATION SERVICE**

AVAILABILITY:

This schedule is available for service to customers who generate part, all or more than their requirements, only by special contract stipulating conditions of service and customer interconnection equipment.

NEW RATE:

Power and energy sold to customer shall be billed at the applicable General or Primary Service rates except that the Billing Demand shall be the maximum 15 minute measured demand in the past thirty-six months, adjusted for power factor. Energy delivered to the Department by the customer shall be purchased at a rate per kWh equal to that month's per kWh charge to CW&EP for Sikeston Power Plant energy; if there should be no Sikeston energy billing because of plant outage or other reasons, then this rate will be based on the weighted-average energy cost for the month.

MINIMUM MONTHLY BILL:

The minimum bill shall be the Billing Demand.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective January 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PURCHASE POWER ADJUSTMENT**

The purpose of this rate is to accurately recover from customers the cost of wholesale electric energy purchased and generated more than the cost forecasted by Carthage Water & Electric Plant in conjunction with electric service rates. The actual cost of wholesale electric energy purchased and generated above the forecasted amount shall be billed as a Purchase Power Adjustment (PPA) determined by multiplying the billed kWh for the current month times a Purchase Power Adjustment Factor (PPAF). The calculation of the PPAF is as follows:

$$PPAF = A \times 1/(1-B)$$

Where:

PPAF = Purchase Power Adjustment Factor to be made per kWh billed

A = The amount in cents or fraction thereof by which the average cost of power per kWh paid by the utility to purchase or generate energy during the previous twelve months for which kWh is billed exceeds or is less than \$0.05346 per kWh

B = The average percentage of power losses expressed decimally for the previous twelve months as shown in the production and disposition analysis.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
RESIDENTIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to residential consumers living in single family dwellings.

NET RATE:

All CCF	\$2.73
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MONTHLY CUSTOMER CHARGE:

Residential Customer Charge	\$11.00
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SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
COMMERCIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to consumers not living in single family dwellings.

NET RATE:

All CCF	\$2.76
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MONTHLY CUSTOMER CHARGE:

Commercial Customer Charge	\$25.00
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SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others without prior written approval from CW&EP.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
WASTEWATER SERVICE**

APPLICABILITY:

This rate applies to all accounts served by the sanitary wastewater system of the City of Carthage, MO. The rate is based upon consumption of water from the municipal water system with provisions for modifications in those accounts for which the use of municipal water is not a reasonable measure of the use of the wastewater system. For all non-residential usage, these rates are based upon actual month-to-month water consumption. For residential users, these rates are based upon the average water consumed during the months of December, January, February, and March. New residential accounts which have not established usage over these four months will be billed their month-to-month water usage until a complete, consecutive four-month billing base is established during the months of December, January, February and March. The definition of residential users, for Wastewater charges only, includes single-family dwellings, multiple-family dwellings, trailer courts, apartment houses and any other residential-type complex.

NET RATE:

All CCF	\$2.07
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MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$18.50	3" meter	\$29.90
1" meter	\$20.30	4" meter	\$34.60
1 1/2" meter	\$22.70	6" meter	\$44.20
2" meter	\$25.10		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

For customers not using CW&EP water, but using the wastewater service, monthly fees are as follows:

Up to 1,500 sq ft dwelling	\$25.69
1,500 to 2,500 sq ft dwelling	\$33.06
Over 2,500 sq ft dwelling	\$38.59

NOTE: One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
CITY ORDINANCE APPROVED OUTSIDE OF CITY CONSUMERS**

APPLICABILITY:

This rate applies to accounts served by the sanitary wastewater system of the City of Carthage, MO, outside City limits, pursuant to City ordinance approval.

NET RATE:

All CCF \$2.16

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$18.50	3" meter	\$29.90
1" meter	\$20.30	4" meter	\$34.60
1 1/2" meter	\$22.70	6" meter	\$44.20
2" meter	\$25.10		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

EXTRA STRENGTH CHARGES (IF APPLICABLE):

Extra strength sewage charges may also be applicable as determined by the sampled strength of the discharge.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include any franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

PERMITS REQUIRED:

Service under this tariff may be subject to issuance of a wastewater permit pursuant to City Ordinance #6002.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2021

**CARTHAGE WATER & ELECTRIC PLANT
PAYMENT IN LIEU OF TAX**

APPLICATION:

This rider shall apply to all Electric, Water and Wastewater billings to customers located within the City of Carthage except for City or City department accounts.

RATE:

Charge amount shall be 3.5% of the applicable service charges. Such payment in lieu of tax shall not exceed \$100 per month, per metered account.

Effective January 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
SERVICE CHARGES**

SERVICE PERFORMED:

Service - Connect - during office hours	\$30.00
Service - Connect - after office hours	\$75.00
Electric Service - Disconnect - at the pole	\$125.00
Electric Service - Reinstate - at the pole	\$125.00
Electric Service - Disconnect - at the pole - after hours	\$210.00
Electric Service - Reinstate - at the pole - after hours	\$210.00
Service - Non-Payment Reinstate - during office hours	\$30.00
Service - Non-Payment Reinstate - after office hours	\$75.00
Service call due to Meter Tampering	\$70.00
Service charge for return check	\$25.00
Set portable watthour meter	\$30.00

WATER AND WASTEWATER SERVICES

1" Service:	Tap only by CWEP personnel	\$500.00
	CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	
2" Service:	Tap only by CWEP personnel	\$1,000.00
	CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	
4" Service or larger:	Charge based on actual labor, overhead and material on a per-connection basis	
Temporary Meters:	Deposit:	\$1,000.00
	Fee for CWEP to set meter:	\$50.00
	Deposit will be refunded if meter is returned in proper working order. Any damage will result in the cost of any replacement parts deducted from the deposit up to the entire amount of the deposit.	
Frontage Fee:	Water: \$50 per foot of water service available. Wastewater: \$50 per foot of wastewater service available.	

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
LATE PAYMENT PENALTY**

Customer account balances not paid by the past due date specified on the bill will be assessed a 10% late payment penalty charge. Penalty charges will not be assessed on balances previously penalized.

If a due date falls on a weekend or holiday, payments will be accepted without a late fee on the following business day.

CW&EP will accept, without penalty, payments received in the mail and drop box prior to the start of business on the first business day following the past due date specified on the bill.

Effective July 1, 1994

Updated August 21, 2003

**CARTHAGE WATER & ELECTRIC PLANT
MISSOURI WATER PRIMACY FEE**

Rule 10 CSR 60-16.010 Levy and Collection of the Missouri Primacy Fee requires collection of a fee from all customers of public water systems based on the size of the water system and the customer's meter size. These fees are collected monthly and remitted to the Department of Natural Resources of the State of Missouri.

	<u>AMOUNT</u>
Water System service monthly connection fees are as follows:	
Unmetered customers and customers with a meter less than or equal to one inch	\$0.23
More than one inch and less than two inches	\$0.62
More than two inches and less than four inches	\$3.43
More than four inches	\$6.87

Enacted September 1, 1992
Updated September 1, 2006

**CARTHAGE WATER & ELECTRIC PLANT
ECONOMIC DEVELOPMENT RIDER**

Purpose:

The purpose of this economic development rider is to encourage industrial development in the Carthage Water & Electric Plant (CWEP) service territory.

Definitions:

1. Annual Load Factor: The annual load factor applicable to the customer shall be determined by the following relationship:
Load Factor:
$$\frac{\text{Annual Energy (kWh)}/\text{Hours in Year}}{\text{Average Billing Demand (kW)}}$$
2. Average Billing Demand: The sum of monthly electric billing demands divided by the number of months. For calculation of annual load factor, the twelve most recent billing demands are applied, unless fewer than twelve months are available or practical, in which case the most recent available billing demands shall be applied.
3. Month: The term "month" or "monthly" refers to the billing month as determined by CWEP.
4. New Industrial Customer: A customer in CWEP's service territory utilizing new facilities which result in new load.
5. New Load: The term "new load" refers to the amount of load that is added to CWEP's system after a date defined by contract.

Availability:

Electric service under this rider is only available to new industrial customers otherwise qualified for service under the Primary Service Rate and the General Service Rate and who make application for service.

For purposes of this rider, an industrial customer is defined as any business primarily engaged in the manufacturing or processing of a product for sale or resale or any other similar industrial-related activities as may be determined by CWEP.

Applicability:

Upon the written request of the customer and acceptance by CWEP, the provisions of this rider will be applicable to customers who meet the following qualifications:

- 1) The monthly billing demand of the new customer is reasonably projected to be at least 200 kW within two years of the new customer first receiving service.
- 2) The annual load factor of the new customer is reasonably projected to equal or exceed an annual load factor of 50% within two years of the new customer first receiving service from CWEP.
- 3) If, as determined by CWEP, the new customer load fails to meet the applicability criteria at the end of the two-year projection period starting with the first month's application of the incentive discount provisions, CWEP may terminate the application of the provisions for the remaining years of the discount period.
- 4) Once a customer achieves 200 kW of monthly billing demand, the customer must maintain an average billing demand of 200 kW and an average load factor of 50%, as determined by CWEP, to continue to be eligible for this rider.

Written requests for service under this rider shall be accompanied by sufficiently detailed information to enable CWEP to determine whether the new customer is reasonably expected to meet the above criteria. All written requests for service under this rider will be considered by CWEP; however, requests which do not conform to the purpose and availability of this rider will not be approved.

Monthly Incentive Credit:

Under this rider, the customer will receive a bill credit which is determined as a percentage of all otherwise applicable demand charges for all kW of demand billing:

First Contract Year:	25%
Second Contract Year:	20%
Third Contract Year:	15%
Fourth Contract Year:	10%
Fifth Contract Year:	5%
Sixth Contract Year:	0%

Termination:

Failure of the customer to meet or maintain any of the applicable criteria of this rider or the terms of any applicable service contract may lead to termination of the contract and the application of this rider. If CWEP determines that the customer is non-compliant, the customer will be notified within thirty days of the determination and credits available in this rider will no longer apply to future bills.

Effective July 1, 2019

COUNCIL BILL NO. 21-30

ORDINANCE NO. _____

An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023.

**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 extend the current contract with Anderson Engineering to include a new contractual term effective July 1, 2021 through June 30, 2023, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Works Committee

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract, made and entered into this _____ day of _____ 2021, by and between the City of Carthage, Missouri ("City"), and Anderson Engineering, Inc., ("Engineer");

WITNESSETH: THAT WHEREAS, the City desires to employ Engineer to provide City Engineering services from July 1, 2021 to June 30, 2023 and,

WHEREAS, Engineer, a professional engineering firm, possesses the experience to perform these services;

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter for engineering services, the parties hereto do hereby agree as follows:

1. RESPONSIBILITY OF ENGINEER: The City and Engineer agree to the following provisions in relation to Basic Services that Engineer will provide to the City. Additionally, Engineer will maintain an office in Carthage, Missouri, staffed by a Missouri Licensed Professional Engineer(s), chosen by Engineer. Staffing and hours of operations of the office will be established between Engineer and the City based on the needs and requirements of the City for on-going engineering support and the evaluation by Engineer of providing said services.

2. BASIC SERVICES: The City agrees to engage the services of Engineer and Engineer agrees to perform the services set forth in this contract and any corresponding attached Addendum(s). Engineer's Basic Services will include, but not be limited to:

- preparation of all plans, specifications, cost estimates, contract documents, and construction inspection on public improvement projects authorized by the City;
- offer suggestions on public improvements;
- confer with the City on requests on such engineering problems as may arise and provide oral and written advise on same;
- coordinate all consulting engineers and architects engaged by the City during the term of the contract;
- assist in the supervision of the planning functions of the City knowing the City is seeking to have a pro-active approach to planning rather than a reactive approach to problems as they occur;
- be responsible for issuing professional opinions and certifying the same with its seal;
- supervise the preparation of project budgets and estimates of probable costs on public improvement projects;
- function in the capacity as the City Engineer for daily engineering concerns
- general consulting assistance (including capital improvement planning);
- attending city meetings and public hearings (when required by the City);
- participating in regulatory negotiations;
- providing project site visits;
- any other non-design related work whether or not such services are fully defined or identified.

With approval of the City, these Basic Services will be billed on a time and material basis unless specifically and mutually agreed to in writing by both the City and Engineer. These charges shall be according to the Professional Rate Schedule attached to this Contract, designated as Carthage Fee Schedule #2021-23. Upon request of the City, the Engineer will designate the time required for each function as billed under said rate schedule.

3. TERM AND ANNUAL REVIEW: The term of this contract shall be as stated herein. The City's designated representative and Engineer shall meet annually to review the performance of Engineer under the terms of this contract. Upon completion of this annual

review, both parties may mutually agree to renew the agreement for an additional two-year increment.

4. TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party. This contract may be terminated by the City for its convenience upon thirty (30) days prior written notice to the Engineer. In the event of termination, as provided in this section, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 19 of this contract. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and that other information and materials as may have been accumulated by the Engineer in performing the services included in this contract, whether completed or in progress.

5. FORCE MAJEURE: Neither party shall be liable for its failure to perform acts required under this Contract in the event that either party is delayed or hindered in or prevented from the performance of such acts by reason of strikes, lockouts, labor troubles, inability to procure materials, land acquisition difficulties, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a like nature not the fault of the party delayed in performing acts required under the terms of this Contract.

6. CITY'S RESPONSIBILITIES: The City shall timely furnish, at the City's expense, all information, requirements, reports, data, computer data files, survey field notes, surveys and instructions which pertain to completion of the Basic Services described above. Engineer may use such information, requirements, reports, data, surveys and instruction in performing its services and may reasonably rely upon the accuracy and completeness of all information furnished by or on behalf of the City without need for verification, unless specifically requested by the City.

7. CITY OWNERSHIP OF PLANS, REPORTS, WORK PRODUCT: The City shall retain ownership of all plans, reports, and other work products prepared by the Engineer as a result of work done on behalf of the City so long as the Engineer has been paid for such work in accordance with the terms of this agreement.

8. AUTHORIZED PROJECT REPRESENTATIVES: The City and Engineer have designated the following specific individuals to act as City's and Engineer's representatives with respect to the services performed under this contract. These individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

CITY'S REPRESENTATIVE
Director of Public Works
623 E. 7th Street
Carthage, MO 64836

ENGINEER'S REPRESENTATIVE
Jason Eckhart, PE
1745 S. Garrison
Carthage, MO 64836

During the term of this contract the City shall have the right to request that representative be replaced as a result of incompatibility or dissatisfaction with said representative. When, and if, such request is made in writing, specifying the reasons therefore, Engineer shall comply with such request within a reasonable time. Engineer will be given a reasonable amount of time to comply and shall supply the services included in this contract with interim qualified personnel while a search for a replacement is being pursued.

9. DOCUMENT REVIEW: When requested, Engineer will review and provide written response on:

- Legal Descriptions for City Boundaries, annexations, easements and other public property documents.
- Developer submittals for subdivision plats and improvements.
- Plans and specifications prior to the issuance of City building permits.
- Plans and specifications for City construction contracts.
- Technical content of inter-municipal agreements for capital improvements, maintenance, scheduling, or other infrastructure matters, with the City Attorney.

10. MEETING ATTENDANCE: Engineer, will attend meetings as requested, including regularly scheduled City Council Meetings. An Engineer representative will provide technical assistance at meetings on matters that require a Professional opinion, project change orders, project pay requisitions, etc.

11. STUDIES AND RECOMMENDATIONS: At City's request, Engineer may perform minor studies and develop recommendation for the City on matters relating, but not limited to, storm drainage improvements and corrections, water and sewer line extensions, street programs, and other City identified needs as specified by the City. These may be separated into Addendum(s) to this contract and a separate price determined therefore. Engineer will provide services to develop, monitor and administer any Capital Improvement budgeted by the City. Any of the Capital Improvements may be separated into an addendum to this contract and a separate price determined therefore. When, or if, in the opinion of Engineer, the requested study requires other technical abilities or more personnel than is available at the office specified in this contract, Engineer shall so notify the City. If needed, a separate proposal for the work will be prepared and submitted for approval by the City.

12. CITY CODE ENFORCEMENT: Engineer will provide support as requested to the Code Enforcement Officer.

13. ZONING REVIEW: Engineer will perform such planning and zoning functions as requested by the City.

14. BUILDING SAFETY AND CONDEMNATION:

Engineer, when requested, will perform inspections of buildings for structural integrity and habitability and provide a written report which will result in notice to property owners indicating required remedies and time allotted for such repairs or demolition. Engineer will attend hearings, and communicate with appropriate City Officials concerning such incidents.

15. PAYMENT FOR SERVICES RENDERED: Compensation for services shall be at the current hourly rates according to the Professional Rate Schedule attached to this contract. All Reimbursable Expenses (out-of-pocket expenses, such as printing, blueprinting, travel expenses, lodging, mileage, long distance phone charges, delivery charges, etc.) and sub-consultant costs will be invoiced in addition to the compensation set forth heretofore. Applicable mileage and meal charges will be paid by the City in the event Engineer is requested to attend out of town meeting, seminars, etc., on behalf of the City. Reimbursable expense and sub-consultant costs will be invoiced at actual cost. Invoices will be processed and submitted for payment monthly. Engineer agrees to keep sufficient records of time spent on services for the City. Such records shall include a record of which division of City used said services.

16. ASSIGNMENT: Neither party to this Contract shall transfer, sublet or assign any rights or interest in this Contract (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by Engineer shall not be considered an assignment for

purpose of this Contract.

17. LIABILITY AND INDEMNITY: The parties mutually agree to the following: In no event shall the City be liable to Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors') violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing. Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due to its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

18. INSURANCE: The Engineer shall secure and maintain the following insurance policies: Worker's Compensation Insurance for all of its employees to be engaged in work under this contract, in the amount required by statute.

General Commercial Liability Insurance in an amount not less than \$2,000,000.00 for all claims arising out of a single occurrence and \$1,000,000.00 for any one person in a single accident or occurrence as set forth in RSMo Section 537.610 and as it may be hereafter amended from time to time, except for those claims governed by the provisions of the Missouri Workers' Compensation Law, Chapter 287, RSMo. Coverage shall include contractual liability, and independent contractor liability.

Automobile Liability Insurance in an amount not less than \$1,000,000.00 for all claims arising out of a single occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.

Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of \$3,000,000.00 per claim and \$5,000,000.00 aggregate and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one (1) year after completion and acceptance by the City of the construction of the project.

Notice. The Engineer shall furnish the City prior to beginning the work; satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified, or non-renewed without thirty (30) days written notice to the City.

19. NOTICES: All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to the City and Engineer at the address shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

PASSED AND APPROVED by the City Council of the City of Carthage, Missouri this _____
day of _____, 20____.

CITY OF CARTHAGE, MISSOURI

MAYOR

ATTEST:

CITY CLERK

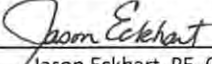
ANDERSON ENGINEERING, INC.



JASON ECKHART, PE
CHAIRMAN

CARTHAGE FEE SCHEDULE

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY  EFFECTIVE: 7/1/2021 THRU 6/30/2023
Jason Eckhart, PE, Chairman

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	\$ 175.00
PRINCIPAL ENGINEER	\$ 160.00
ENGINEERING MANAGER	\$ 157.00
PROJECT MANAGER	\$ 142.00
PROJECT ENGINEER	\$ 126.00
ASSOCIATE ENGINEER	\$ 106.00
DESIGN ENGINEER	\$ 85.00
PROJECT DESIGNER	\$ 112.00
SENIOR DESIGNER	\$ 100.00
DESIGNER III	\$ 83.00
DESIGNER II	\$ 75.00
DESIGNER	\$ 67.00
PROJECT COORDINATOR	\$ 80.00
PROJECT COORDINATOR ASSISTANT	\$ 52.00
PRINCIPAL SURVEYOR	\$ 157.00
SURVEY MANAGER	\$ 134.00
PROJECT SURVEYOR	\$ 105.00
ASSOCIATE SURVEYOR	\$ 88.00
LAB MANAGER	\$ 113.00
TECHNICIAN IV - SURVEY/LAB SPECIAL	\$ 84.00
TECHNICIAN III - SURVEY/SENIOR LAB	\$ 69.00
TECHNICIAN IIS - SURVEY	\$ 58.00

TECHNICIAN II - LAB	\$ 50.00
TECHNICIAN I - SURVEY/LAB AIDE	\$ 41.50
ENVIRONMENTAL SPECIALIST II	\$ 105.00
ENVIRONMENTAL SPECIALIST I	\$ 84.00
ONE MAN SURVEY CREW	\$ 100.00
TWO MAN SURVEY CREW	\$ 126.00
THREE MAN SURVEY CREW	\$ 168.00
FOUR MAN SURVEY CREW	\$ 209.50
GIS DIRECTOR	\$ 131.00
GIS MANAGER	\$ 109.00
GIS ANALYST	\$ 100.00
GIS SPECIALIST	\$ 84.00
GIS TECHNICIAN	\$ 71.00
IBC FIRESTOP INSPECTOR	\$ 84.00
DRILLING COORDINATOR	\$ 112.00
PROJECT REPRESENTATIVE III	\$ 84.00
PROJECT REPRESENTATIVE II	\$ 71.50
PROJECT REPRESENTATIVE I	\$ 60.00
STRUCTURAL STEEL INSPECTOR	\$ 84.00
AWS CERTIFIED WELD INSPECTOR	\$ 84.00
PARTICLE & DYE TESTING - LEVEL II	\$ 80.00
ADMINISTRATIVE ASSISTANT	\$ 42.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	\$ 0.70 /MILE
VEHICLE (SUBURBAN & 1 TON)	\$ 0.80 /MILE
WATER TRUCK PER DAY	\$ 81.00 /DAY
WATER TRUCK PER MILE	\$ 0.77 /MILE
LIDAR SCANNER	\$ 500.00 /DAY

MOBILE LIDAR \$ 1,000.00 /MILE (\$5,000 MIN)

GPS	\$ 303.50 /DAY
ROBOTIC TOTAL STATION	\$ 281.00 /DAY
DRONE	\$ 447.50 /DAY
COPIES	\$ 0.16 EACH
PRINTING PLANS	\$ 0.56 /SF + TECH TIME

REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEALS & LODGING) OUTSIDE PRINTING, CONSUMABLE MATERIALS, AND SUBCONTRACTOR EXPENSES.

MINIMUM CHARGE

THERE IS A MINIMUM CHARGE OF 2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CONCRETE CYLINDER AND SAMPLE PICKUP

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK) – 1.5 TIMES THE HOURLY RATE

HOURLY RATES - APPLY TO MEETING AND TRAVEL TIME, INCLUDING CONCRETE CYLINDER PICK-UP, FOR ALL PERSONNEL

DEPOSITION OR COURT TESTIMONY – 1.5 TIMES THE HOURLY RATE

HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES + \$	9.50 /EACH
CONE PENETROMETER	BASIC CHARGES + \$	18.00 /EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES + \$	297.00 /EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES + \$	29.50 /EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES + \$	118.50 /DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES + \$	52.50 /DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES + \$	236.50 /DAY

LABORATORY TEST CHARGES:**AGGREGATES (ASTM)**

	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	\$ 151.00
L.A. ABRASION, LARGE AGG. (C535)	\$ 184.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	\$ 254.00
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	\$ 354.00
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	\$ 500.00
SIEVE ANALYSIS, DRY AGG. (C136)	\$ 62.00
SIEVE ANALYSIS (C117)	\$ 75.50
SIEVE ANALYSIS (C117, C136)	\$ 93.50
SPECIFIC GRAVITY, FINE AGG. (C128)	\$ 68.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	\$ 68.50
LIGHTWEIGHT PIECES IN AGG. (C123)	\$ 106.00
ORGANIC IMPURITIES (C40)	\$ 62.00
FLAT & ELONGATED PIECES (D4791)	\$ 93.50
DELETERIOUS MATLS (MODOT TM71)	\$ 82.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	\$ 101.00
DRY RODDED UNIT WEIGHT (C29)	\$ 44.00

MASONRY TESTS (ASTM)

COMPRESSIVE STRENGTH 4" BLOCK	\$ 30.50
COMPRESSIVE STRENGTH 6" BLOCK	\$ 38.00
COMPRESSIVE STRENGTH 8" BLOCK	\$ 52.50
COMPRESSIVE STRENGTH 12" BLOCK	\$ 87.00
COMPRESSIVE STRENGTH MORT/GR CUBE	\$ 14.50
GROUT PRISM	\$ 14.50
MORTAR CYLINDER (2" X 4")	\$ 14.50
ABSORPTION, MASONRY BLOCK	\$ 50.50
LINEAR SHRINKAGE (SET OF 3)	\$ 379.00

BITUMINOUS TESTING

ASPHALT CONTENT	\$ 113.50
ASPHALT CONTENT & AGG. GRADATION	\$ 189.00
SIEVE ANALYSIS EXTRACTION	\$ 93.50
MARSHALL TEST, FIELD - 3 PUCKS	\$ 93.50
MARSHALL TEST, LAB - 3 PUCKS	\$ 138.50
RETAINED STABILITY	\$ 214.00
ASPHALT CORE DENSITY, EACH	\$ 30.50
THEORETICAL MAX. DENSITY	\$ 151.00

CONCRETE/ROCK CORE

CORE TRIM & TEST	\$ 50.25
THICKNESS (AASHTO T148/ASTM C174)	\$ 28.50

SOIL TESTS (ASTM)

	UNIT CHARGE
ATTERBERG LIMITS (D4318)	\$ 68.50
SWELL TEST, 1/16 TSF (D4546)	\$ 184.00
SWELL PRESSURE (D4546)	\$ 347.50
SHRINKAGE LIMIT (D4643)	\$ 68.50
MOISTURE CONTENT (2216)	\$ 7.50
SIEVE + HYDROMETER	\$ 170.00
HYDROMETER ONLY (D422)	\$ 93.50
USCS CLASSIFICATION	\$ 31.50
PERCENT PASSING #200	\$ 50.50
SPECIFIC GRAVITY (D845)	\$ 87.00
UNCONFINED COMPRESSION	\$ 60.00
UNCONFINED/TRIAXIAL, REMOLDED	\$ 93.50
TRIAxIAL TEST, PP, CU w/PP /POINT	\$ 368.50
ORGANIC MATTER (D2974-C)	\$ 62.00
PENETROMETER	\$ 5.50
SAMPLE PREP, PER HOUR	\$ 60.00
SHELBY TUBE DENSITY	\$ 38.00
RESISTIVITY, 1 POINT	\$ 73.50
RESISTIVITY, MINIMUM	\$ 84.00
PERMEABILITY, FALLING HEAD	\$ 453.50
PERMEABILITY, FLEXIBLE WALL	\$ 428.50
PERMEABILITY CONSOLIDATION TEST	\$ 189.00
CONSOLIDATION TEST, TO 8 TSF	\$ 480.00
CONSOLIDATION TEST, >8 TSF	\$ 62.00
CALIFORNIA BEARING RATIO, LAB, /PNT	\$ 126.00
Ph	\$ 62.00

LABORATORY COMPACTION TESTS

MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	\$ 181.50
STD. PROCTOR (D698), MTH. C	\$ 214.00
STD. PROCTOR (D698), 1 POINT	\$ 64.00
MOD. PROCTOR (D1557), MTH. A & B	\$ 221.50
MOD. PROCTOR (D1557), MTH. C	\$ 299.50
MOD. PROCTOR (D1557), 1 POINT	\$ 70.50
RELATIVE DENSITY	\$ 454.50

CONCRETE TESTING

4" X 8" OR 6" X 12" TEST MOLD	\$ 2.25
6" X 12" CYLINDER, TESTED AND MOLD	\$ 17.25
4" X 8" CYLINDER, TESTED AND MOLD	\$ 12.25
SAW CONCRETE CYLINDER	\$ 29.75
BEAM FLEXURAL STRENGTH	\$ 42.00
CONCRETE BEAM, NOT TESTED	\$ 23.75
SAMPLE PREP, CLIENT MADE (5 CYLS.)	\$ 31.50



DRILLING SERVICES CHARGES:

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES
MILEAGE - CME 55 RIGS (\$100 MINIMUM)	\$ 2.89 /MILE
MILEAGE - CME 75 RIGS (\$100 MINIMUM)	\$ 3.27 /MILE
MILEAGE - CME 550 RIGS (\$150 MINIMUM)	\$ 3.27 /MILE
CME 55 DRILL RIG AND TWO MAN CREW	\$ 211.00 /HOUR
CME 75 DRILL RIG AND TWO MAN CREW	\$ 245.50 /HOUR
CME 550 DRILL RIG AND TWO MAN CREW	\$ 245.50 /HOUR
CORE BIT CHARGE	\$ 6.92 /FOOT
ROCK CORE SET UP	\$ 86.05 /BORING
DECONTAMINATION EQUIPMENT	\$ 167.00 /DAY
GROUT MACHINE	\$ 278.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	\$ 13.00 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	\$ 334.00 /DAY
CME 55 EQUIPMENT RENTAL SURCHARGE	\$ 184.00 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	\$ 236.50 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	\$ 89.50 /DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT	\$ 289.00 /DAY
DOWNHOLE, CAMERA, ROCK CORE	\$ 131.50 /DAY
MINIMUM DRILLING CHARGE	\$ 2,000.00 /DAY

DRILLING ITEM:

	<u>DEPTH:</u>				
	<u>0' TO 20'</u>	<u>20' TO 40'</u>	<u>40' TO 60'</u>	<u>60' TO 100'</u>	<u>100' TO 150'</u>
SOIL OVERBURDEN, 4 IN. AUGER	\$ 9.20	\$ 10.25	\$ 11.35	\$ 12.70	\$ -
SOIL OVERBURDEN, 6 IN. HS AUGER	\$ 11.10	\$ 12.70	\$ 13.75	\$ 15.40	\$ -
SOIL OVERBURDEN, 8 IN. HS AUGER	\$ 11.90	\$ 13.75	\$ 16.75	\$ 19.50	\$ -
SOIL OVERBURDEN, 10 IN. HS AUGER	\$ 12.70	\$ 19.50	\$ -	\$ -	\$ -
SOIL OVERBURDEN, 12 IN. HS AUGER	\$ 15.40	\$ 23.60	\$ -	\$ -	\$ -
ROCK PENETRATION	\$ 34.35	\$ 38.40	\$ 40.85	\$ 47.55	\$ 70.10
NQ CORING	\$ 44.65	\$ 47.55	\$ 53.55	\$ 61.65	\$ -
STANDARD PENETRATION TEST	\$ 25.40	\$ 31.60	\$ 38.70	\$ 44.65	\$ -
3IN. SHELBY TUBES	\$ 31.60	\$ 38.70	\$ 44.65	\$ 51.40	\$ -

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.



COUNCIL BILL NO. 21-31

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri.

BE IT ORDAINED BY THE PEOPLE 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 Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri, a copy of which 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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Works Committee

June 3, 2021

Mr. Zeb Carney
Director of Public Works
623 East 7th Street
Carthage, MO 64836

RE: Hazel Street Roadway Improvements
Carthage, Missouri

Dear Mr. Carney:

The bids for the above referenced project have been reviewed and tabulated. It is the recommendation of this office to accept the bid from Sprouls Construction Co., Inc. of Lamar, Missouri in the amount of \$470,093.50.

Attached is a copy of the bid tab for your review.

Sincerely,



Sean Matlock, P.E.

cc: Sprouls Construction Co., Inc.

BID TABULATION
HAZEL STREET ROADWAY IMPROVEMENTS
CARTHAGE, MISSOURI

Bid Opening: June 2, 2021 @ 10 a.m.

SPROULS CONSTRUCTION, INC.
397 W. DD HWY.
LAMAR, MO 64759

SECTION 1 - ROADWAY

Item No.	Description	No. Units	Unit	Unit Price	Extended Total
2022010	REMOVAL OF IMPROVEMENTS	1	LS	\$ 30,000.00	\$ 30,000.00
2051010	MODIFIED SUBGRADE	5768	SY	\$ 12.00	\$ 69,216.00
2063000	CLASS 3 EXCAVATION	41	CY	\$ 15.00	\$ 615.00
2063300	CLASS 4 EXCAVATION	2	CY	\$ 50.00	\$ 100.00
2071000	LINEAR GRADING, CLASS 1	14.3	STA	\$ 1,500.00	\$ 21,450.00
2121000A	SUBGRADING AND SHOULDERING, CLASS 1	5	FT	\$ 3,000.00	\$ 15,000.00
3049905	MISC. - TYPE 5 AGGREGATE BASE, 7.5 INCHES THICK	5673	SY	\$ 15.00	\$ 85,093.50
3049905(1)	MISC. - TYPE 5 AGGREGATE BASE, 5.5 INCHES THICK	95.4	SY	\$ 12.00	\$ 1,144.80
4039905	MISC. - 4 IN. FIBER REINFORCED ASPHALTIC PAVEMENT (PG64-22, BP-1)	5673	SY	\$ 18.00	\$ 102,112.20
6044011	PIPE COLLAR, TYPE A	1	EA	\$ 3,500.00	\$ 3,500.00
6046018A	18" SLOTTED DRAIN	40	LF	\$ 225.00	\$ 9,000.00
6099903	MISC. - CONCRETE CURB & GUTTER, 2.5 FT., 6" CURB	286	LF	\$ 30.00	\$ 8,580.00
6161005	CONSTRUCTION SIGNS	253	SF	\$ 10.00	\$ 2,530.00
6161008	ADVANCE WARNING RAIL SYSTEM	3	EA	\$ 110.00	\$ 330.00
6161010	RELOCATED SIGNS	29	SF	\$ 25.00	\$ 725.00
6161025	CHANNELIZER, TRIM LINE	52	EA	\$ 25.00	\$ 1,300.00
6161030	TYPE III MOVEABLE BARRICADE	23	EA	\$ 210.00	\$ 4,830.00
6161099	CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACT	2	EA	\$ 3,600.00	\$ 7,200.00
6181000	MOBILIZATION	1	LS	\$ 70,000.00	\$ 70,000.00
6181020	ADDITIONAL MOBILIZATION FOR SEEDING	2	EA	\$ 1,500.00	\$ 3,000.00
6200021	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	5	EA	\$ 440.00	\$ 2,200.00
6206000C	4" WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE "P" BEADS	3024	LF	\$ 1.00	\$ 3,024.00
6206001C	4" YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE "P" BEADS	3827	LF	\$ 1.00	\$ 3,827.00
6206125A	24" YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE "P" BEADS	30	LF	\$ 8.50	\$ 255.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	1	LS	\$ 4,000.00	\$ 4,000.00
7261018	18" PIPE, GROUP A	171	LF	\$ 65.00	\$ 11,115.00
7339903	MISC. - PRECAST 4 FT. X 1 FT. BOX CULVERT EXTENSION	8	LF	\$ 400.00	\$ 3,200.00
8051000A	SEEDING - COOL SEASON MIXTURES	0.10	AC	\$ 10,000.00	\$ 1,000.00
8061006	ALTERNATE DITCH CHECK	24	LF	\$ 25.00	\$ 600.00
8061007A	CURB INLET CHECK	2	EA	\$ 200.00	\$ 400.00
8061016	SEDIMENT REMOVAL	9	CY	\$ 50.00	\$ 450.00
8061017	TEMPORARY SEEDING AND MULCHING	0.10	AC	\$ 12,000.00	\$ 1,200.00
8061019	SILT FENCE	481	LF	\$ 4.00	\$ 1,924.00

SUBTOTAL AMOUNT - SECTION 1 \$ 468,921.50

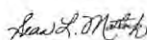
SECTION 2 - SIGNING

Item No.	Description	No. Units	Unit	Unit Price	Extended Total
9031010	CONCRETE FOOTINGS, EMBEDDED	0.10	CY	\$ 2,000.00	\$ 200.00
9031250A	U-CHANNEL POST, 3 LB.	11	LF	\$ 30.00	\$ 330.00
9031270A	2" PSST POST - 12 GA.	11	LF	\$ 16.00	\$ 176.00
9031273	POST ANCHOR FOR 2 IN. PSST - 7 GA.	3	LF	\$ 84.00	\$ 252.00
9035004A	SH - FLAT SHEET	5	SF	\$ 26.00	\$ 130.00
9035069A	SHF - FLAT SHEET FLUORESCENT	3	SF	\$ 28.00	\$ 84.00

SUBTOTAL AMOUNT - SECTION 2 \$ 1,172.00

TOTAL BID AMOUNT - SECTIONS 1 AND 2 \$ 470,093.50

This is to certify that at 10:00 A.M. on June 2, 2021, at the office of the City of Carthage City Hall, Carthage, Missouri, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.



Sean Matlock, P.E.
 Anderson Engineering, Inc.

AGREEMENT FORM

00500

THIS AGREEMENT, made this _____ day of _____, 2021, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and Sprouls Construction Co., Inc. doing business as (an individual), or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Hazel Street Roadway Improvements, Carthage, Missouri.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within one hundred fifty (150) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.
5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars (\$500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Four Hundred Seventy Thousand Ninety-Three and 50/100 Dollars (\$470,093.50).
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation to Bid
 - (B) Instructions to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) Notice of Award
 - (G) Notice to Proceed
 - (H) Performance Bond
 - (I) Payment bond
 - (J) General Conditions of Contract
 - (K) Supplementary Conditions
 - (L) Specifications prepared by Anderson Engineering, Inc. and dated May, 2021.
 - (M) Drawings prepared by Anderson Engineering, Inc. and dated May, 2021.
 - (N) Addenda

No. <u>1</u>	dated <u>May 11</u>	<u>2021</u>
No. _____	dated _____	<u>20</u>
No. _____	dated _____	<u>20</u>
No. _____	dated _____	<u>20</u>
No. _____	dated _____	<u>20</u>

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Carthage

(SEAL) _____

By _____

Attest _____

Name Dan Rife
(Please Type or Print)

Name Traci Cox

Title Mayor

Title City Clerk

CONTRACTOR:

(SEAL) _____

By SPROULS CONST. INC.

Attest Cindi Sprouls

Name Dwight Sprouls
(Please Type or Print)

Name CINDI SPROULS -
SECRETARY

Title PRESIDENT

COUNCIL BILL NO. 21-32

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CARTHAGE, MISSOURI AND VISION CARTHAGE PROVIDING FOR MUTUAL UNDERTAKINGS AND BENEFITS FROM THE SERVICES OF PROVIDING: CARTHAGE-IN-BLOOM; RESTORATION CARTHAGE; SIDEWALK PROJECT; DOWNTOWN CHRISTMAS; AND A MAIN STREET PROGRAM; FOR THE RESIDENTS OF THE CITY OF CARTHAGE.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Mayor

AGREEMENT
by and between
THE CITY OF CARTHAGE, MISSOURI
and
VISION CARTHAGE

This Agreement, made and entered into this _____ day of _____, 2021, is by and between Vision Carthage, a Missouri nonprofit corporation ("Vision Carthage"), and the City of Carthage, Missouri ("City").

WITNESSETH:

WHEREAS, the Vision Carthage committee is a fully independent organization and is recognized by the Internal Revenue Service as a 501(c)(3) organization; and

WHEREAS, the Vision Carthage committee has undertaken many projects for the benefit of the City of Carthage and its citizens; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general welfare of the City, to compensate Vision Carthage for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Vision Carthage agree as follows:

I. SCOPE OF SERVICES

Vision Carthage will provide the following services ("Services"):

A. Carthage In Bloom \$4,000

Vision Carthage shall work to create a more welcoming and vibrant community through the following projects:

- Plant colorful plants at strategic locations 40 hours
- Create streetscaping plans for downtown area 20 hours
- Create streetscaping plans for entry points to the square 20 hours
- Create streetscaping plans for entry points into the City 20 hours

B. Restoration Carthage \$6,600

Vision Carthage shall work throughout neighborhoods in Carthage to assist homeowners in minor exterior repairs, general clean up, and planting colorful vegetation around the homes. These projects, which increase property values and stabilize neighborhoods, are as follows:

- North side of West Central Avenue 65 hours
 - Project Management 40 hours
 - Coordination with homeowners 10 hours
 - Coordination of volunteers 5 hours
 - Coordination of partners 10 hours

- Building restoration project 100 hours
- C. Sidewalk Project \$3,600

Vision Carthage shall repair sidewalks from 400 Grant Street to 900 Grant Street to promote the health and safety of our citizens, encourage tourism and increase walkability.

 - Complete sidewalk from 400 Grant to 900 Grant Street
 - Project Management 45 hours
 - Coordination with homeowners 20 hours
 - Coordination with contractors 20 hours
 - Approval by Public Works Dept/City Council 5 hours
- D. Downtown Christmas \$4,400

Vision Carthage shall create, coordinate and promote the Downtown Christmas event in early December to increase retail business and generate sales tax revenue for the City of Carthage.

 - Project Management 50 hours
 - Coordinate with City & County to plan attractions 30 hours
 - Coordinate with downtown business owners to gain buy-in 10 hours
 - Coordinate with vendors 20 hours
- E. Main Street Program \$7,000

Vision Carthage shall create a program to bring opportunities to business owners and the community to increase investment in the Downtown District, through grants, private investors and events.

 - Project Management 50 hours
 - Research project opportunities for downtown businesses 25 hours
 - Track key statistics, including job growth/new businesses 30 hours
 - Keep and maintain a building inventory 30 hours
 - Coordinate grant opportunities for downtown businesses 25 hours
 - Encourage building owners to follow historic guidelines 15 hours

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2021 to June 30, 2022.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Vision Carthage \$25,600 for the Services as outlined in Section I, in twelve (12) equal, monthly installments for FY22, payable beginning July 1. The Services provided and cost of those services does not include the cost of supplies.

IV. UPDATES AND REVIEW PROCESS

Vision Carthage will meet with the City Council quarterly to review the progress of the efforts of Vision Carthage. They will review the scope of work, goals for next quarter, and review any reports Vision Carthage may provide. The City Council may request information or a report at any time. Vision Carthage shall provide the requested information or report within thirty (30) days.

V. REPRESENTATION ON BOARD

Vision Carthage's Board of Directors oversee the operation of Vision Carthage, and the City will possess one non-voting Ex-Officio position on the Board.

VI. INDEPENDENT CONTRACTOR

Vision Carthage is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

VII. TERMINATION OF CONTRACT

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City shall have the right to terminate this Agreement in the event that Vision Carthage is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation within thirty (30) working days after receipt of a written Notice of Default, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within thirty (30) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. In the event of termination, Vision Carthage shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Vision Carthage shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

VIII. CONFLICT OF INTEREST

Pursuant to the City of Carthage Code of Ethics, neither the mayor nor any member of the council nor any appointed official of the city shall have a financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services.

IX. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:
City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836

Notice to Vision Carthage shall be addressed to:
Executive Director
Vision Carthage
221 W. 4th Street
Carthage, MO 64836

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF CARTHAGE, MISSOURI

VISION CARTHAGE INC.

Dan Rife, Mayor

Jonathan Roberts, President

ATTEST:

ATTEST:

Traci Cox, *City Clerk*

Secretary

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

June 2021

Carthage Water & Electric Plant Board

4 Year Term – 6 Members – Meets Third Thursday – 4:00– CW&EP

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Brian Schmidt	358-2667	1621 S River Street	04/14/2009	June 25
Ron Ross	358-9622	11411 Goldenrod Rd	04/26/2005	June 25

RESOLUTIONS

Resolution 1932

A RESOLUTION RESCINDING AUTHORIZATION OF WITHDRAWAL OF THE CITY OF CARTHAGE'S PARTICIPATION FROM MIDWEST PUBLIC RISK OF MISSOURI'S PROPERTY AND LIABILITY PROGRAMS FOR THE 2021-2022 POLICY YEAR

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

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

WHEREAS, the City of Carthage had given notice to MPR of its intended withdrawal from MPR at its March 23, 2021 City Council meeting with the adoption of Resolution #1925; and

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

WHEREAS, the City has been advised by MPR of their need of a Resolution to rescind Resolution #1925, withdrawing from MPR's membership.

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

The City Council of the City of Carthage, Missouri hereby rescinds Resolution #1925 which authorized the City Administrator or the City Clerk to inform Midwest Public Risk (MPR) that the City is withdrawing from membership in MPR's Property and Liability Insurance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI THIS _____ DAY OF JUNE 2021.

Mayor

ATTEST:

City Clerk

Sponsored by Insurance, Audit & Claims

MINUTES
STANDING
COMMITTEES

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, MAY 25, 2021
5:00 p.m.

COMMITTEE MEMBERS PRESENT: Ceri Otero, David Armstrong, Craig Diggs and Robin Harrison.

OTHER COUNCIL MEMBERS: Mayor Dan Rife and Ed Barlow

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, Police Chief Greg Dagnan, and Abi Almandinger.

Chair Ceri Otero called the meeting to order at 5:06 P.M.

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** On a motion by Mr. Diggs, the minutes of the May 11, 2021 meeting were approved 4-0.
2. **Review and approval of the Claims Report:** The Committee discussed items regarding the Claims Report. Mrs. Harrison moved to approve the claims. Motion carried 4-0.

NEW BUSINESS:

1. **Staff Reports:** Ms. Cox reported on a recent meeting to review health insurance utilization. Property and Casualty Insurance renewal rates have been received along with quotes from Beimdiek Insurance Agency and Specialty Risk Insurance. Renewal rates from MPR are lower than quotes received from other agencies. The city will need to adopt a Resolution to remain members of MPR. HR Coordinator Michael Miller has been working on updating the FMLA policy and creating a new Social Media Policy. Mr. Miller is also working on sending out notices regarding COBRA coverage as mandated by ARP.

Mr. Short reported on Resolution 1931.

2. **Member Reports:** Ms. Otero reported a completed job description for the Assistant City Administrator position is not ready, but it will be completed for consideration at the June 8 meeting.

ADJOURNMENT: Mr. Armstrong made a motion to adjourn at 5:34 PM Motion carried 4-0.

Traci Cox

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



6-01-21 PUBLIC WORKS COMMITTEE MEETING MINUTES

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

Staff Members present: Zeb Carney, Public Works Director, and Julie Tilley, Public Works Administrative Coordinator.

Citizens: Alan Snow and Seth Thompson

The Public Works Committee meeting was called to order at 4:00 p.m. by Chairman Dave Armstrong.

Old Business: The Committee toured the Garrison Street Bridges and the McGregor Street Bridge. Zeb discussed and pointed out some of the various issues with the bridges. The Committee briefly considered and discussed current replacement and/or demolition costs of the McGregor St. Bridge and a tentative timeline for engineering and budgetary planning.

A motion was made by Mike Daugherty to accept the minutes from the May 4, 2021 Committee meeting. All ayes, motion passed.

Citizen Participation: CHS Students Carla Marquez, Cody Reeves, Daniel Darland, Blaine Rees, Jonatan Gonzalez, Daniela Lopez, Alec Cleveland, RyLee Barker, Aubri Fisher, Bryan Tebalan, Sophie Shannon, and Lester Mejia presented the committee with letters expressing concerns about issues within the community. Chairman Armstrong discussed that the letters were prepared through a joint effort between Kirby Newport, Ed Barlow and himself as part of an end of year school project to help the students with their overall understanding of how city government operates.

New Business: The committee considered and discussed the renewal of the contract for Anderson Engineering for Engineering Services for the City. The current contract expires June 30, 2021. After some discussion, Craig Diggs made a motion to approve the renewal of the contract with Anderson Engineering from July 1, 2021 to June 30, 2023 and forward to Council. All ayes, motion passed.

The committee discussed Carthage City Code Sec. 2-60 – Functions of the public works committee. Zeb discussed some of the administrative changes within the Public Works Department over the years and with the recent changes of job descriptions/titles brought on with the recent salary survey that it was a good time to update this section. Zeb presented a draft proposal for their consideration. No formal action taken.

Other Business: Consider and discuss 2021 MoDOT Bridge Inspection report. Zeb shared some of the highlights of the report with the committee; he also stated that the report was standard with nothing in it that was unexpected.

Staff Reports:

Zeb reported on the following:

- Zeb met with Abi Almandinger, Director of Vision Carthage, along with Bryan Stringer and Police Chief Greg Dagnan to discuss the construction details and plans submitted for the proposed light tunnel on the Mall Sidewalk. Zeb required changes to the original plan, updated plans were received and reviewed by Zeb and it was determined satisfactory for the intended purposes. Zeb advised Abi that the project needed to go back to the Public Safety Committee for further action. After a brief discussion by the committee, Craig Diggs made a motion to forward a letter of support from the Public Works Committee for the plans submitted for the light tunnel to the Council. Ayes, David Armstrong, Ray West, Craig Diggs. Nays, Mike Daugherty. Motion passed.
- Zeb was contacted by a citizen to discuss a 'Peddle Pub' – a vehicle that seats up to 14 people and is powered by peddling. The initial question was if city code would allow this type of business. Zeb reported that Springfield and Kansas City have these in their cities. He also stated that the Public Safety Committee should be included in further conversations.
- Railroad crossing work is ongoing. The lack of asphalt, due to the cooler temperatures, has been a major factor in some of the delays.
- River St Bridge is ready for asphalt.
- ADM Milling – sidewalk failure and repair over a stormwater ditch. Further conversation with ADM about their drive entrance over stormwater ditch that has signs of deterioration and making a plan for replacing.
- Phelp's 9th Addition is continuing to be developed further west of Bennett Wilson Dr
- Stormwater Project for this fiscal year listed as Case to Macon – it's a Corp of Engineer stone ditch and a permit will be required in order to move forward, also looking to see if there are any funds available through the Corp for this project
- Board of public works description in city code – another description that needs updated and will need to be coordinated through CWEP

In closing, Craig Diggs and Dave Armstrong thanked everyone for participating in the bridge tour.

Mike Daugherty made a motion to adjourn the meeting at 6:20 p.m. All ayes, motion carried.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

CWEP BOARD MEETING MINUTES

May 27, 2021

The Carthage Water & Electric Plant Board met in regular session May 27, 2021, 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
☐ Darren Collier - Member

Staff:

☒ Chuck Bryant-General Manager
☒ Cassandra Ludwig-General Counsel
☒ Jason Peterson-Director IT & Broadband
☒ Megan Stump- Executive Assistant
☒ Meagan 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

President Beimdiek called the meeting to order at 4:02 p.m.

ADDITIONS/CHANGES TO THE AGENDA: None

APPROVAL OF MINUTES:

A motion by Goff and seconded by Lambeth to approve the minutes of the regular meeting of April 15, 2021 as presented, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Lambeth and seconded by Ross to approve disbursements for April in the amount of \$3,897,658.47, passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the financials for April noting that the net income for the company is showing a loss this month of \$394,686 compared to a budgeted loss for the month of \$342,131. However, year to date the company's net income continues to exceed budget by \$5,357,262. Operating revenues for the company exceeded budget and prior year for the month and year to date. Expenses were higher than budget for the month, primarily due to the electric department's system inventory and pole inspections project which was completed sooner than budgeted. She reported that power and water loss percentages for the month were -2.79% and 10.38%, respectively. The year to date are 1.12% and 6.93% for power and water, respectively.

A motion by Goff and seconded by Ross to approve April financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

RECOMMENDATION FOR THE PURCHASE OF A BUCKET TRUCK

General Manager Bryant noted a request for approval to proceed with the purchase of a new articulating telescopic bucket truck, which was budgeted for the new fiscal year. He reported this truck will be purchased from Altec industries, Inc. under a cooperative contract in the amount of \$165,000.00 and will meet all of CWEP's specifications and requirements. GM Bryant recommends granting this award to Altec Industries, Inc and proceed with purchasing this vehicle.

A motion by Lambeth and seconded by Goff to approve the purchase of the new articulating telescopic bucket truck from Altec, passed unanimously.

RECOMMENDATION FOR THE WATERLINE REPLACEMENT PROJECT

General Manager Bryant reported bids were submitted and reviewed for the 2021 water line replacement project. He noted Branco Enterprises, Inc of Neosho, Missouri was the apparent low bidder and has indicated that they intend to enter into a contract with CWEP to build the project while obtaining all necessary bonds and insurance.

GM Bryant recommends awarding this project to Branco Enterprises, Inc in the amount of \$474,329.00, as this company appears to be capable of performing the work specified.

A motion by Goff and seconded by Lambeth to award this project to Branco Enterprises, Inc in the amount of \$474,329.00, passed unanimously.

APPROVAL OF CONVERSION OF WATER AND WATEWATER RATES FROM CCF TO GALLONS

General Counsel Ludwig presented to the Board the change in water rates from CCF to Gallons. She explained this conversion should make it easier for the customer to understand their water usage.

A motion by Ross and seconded by Lambeth to approve the conversion process of the water rates from CCF to Gallons, passed unanimously.

STAFF REPORTS:

General Manager Bryant gave a Plum Point and Sikeston update. He reported a lot of work has been done in the HR department, preparing, and putting more effort into the evaluation process. He noted a change in staff as the customer relations and customer service department will now report to General Counsel Ludwig instead of CFO Nugent.

CFO Nugent reported fiscal year will be ending soon, so inventory will be coming up quickly. She also noted she will be working on evaluations.

General Counsel Ludwig gave a legislative session update.

Director of Power Services Emery reported the electric distribution crews have been spending a lot of time on new services and upgrading services. He noted the Fairlawn street light project is underway as well as a transfer switch installment for the Centennial complex.

Director of Water Services Choate reported the water loss problem on Central has been located.

Director IT and Broadband Peterson commended staff on their preparation for possible severe weather and noted a CSR and tech will be on standby to answer phone calls in case of outages. He gave an update on the AMI project. He reported there have been delays in getting equipment in on time.

Director of Business and ED gave an update on the Schreiber development. She noted Belle View has been up and running great.

Customer Relations Manager Milliken reported the Tower to Tower run raised \$1500 for Water for People.

BOARD MEMBER COMMENTS:

City Liaison Snow noted budget readings will be next month.

At 5:00 p.m. the meeting adjourned.

President – Steve Beimdiek

Secretary – Ron Ross

***AGENDAS
STANDING
COMMITTEES***

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE
June 1, 2021
4:00 PM
CITY HALL
326 GRANT STREET
2ND FLOOR CONFERENCE ROOM

-- AGENDA--

OLD BUSINESS

1. Committee Bridge Tour
- 1.1 Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

CHS Student Letters

NEW BUSINESS

1. Consider and Discuss Anderson Engineering Contract for Engineering Services
2. Consider and Discuss PW Description Section 2-60 of the Carthage City Code

OTHER BUSINESS

1. Consider and Discuss 2021 MoDOT Bridge Inspection Report

STAFF REPORTS - Zeb Carney & Tom Short

ADJOURNMENT

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

POSTED: 5/28/2021

BY: Julie Tilley

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
June 8, 2021
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
3. Consider and Discuss Job Description for Assistant City Administrator.

Citizens Participation

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

New Business

1. Consider and Discuss rescinding authorization of withdrawal from Midwest Public Risk of Missouri's Property and Liability Programs for the 2021-2022 policy year.
2. Consider and Discuss changes to the FMLA Policy.
3. Staff Reports

Adjournment

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

Posted: _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***

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
JUNE 1, 2021
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
PRAYER
PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - Award Bid for the Jasper County Depositories
 - Award Bid for Road Salt for the Jasper County Highway Department
 - Award Bid for Culvert Material for the Jasper County Highway Department
 - Appoint Richard Webster to the LEST Grant Board
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED MAY 28, 2021 AT 4:00 P.M.

(RSMO 610.020)

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, June 8, 2021 5:15 p.m.

CARTHAGE PUBLIC LIBRARY BOARD ROOM
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes from the April Meeting

Financial Report/April and May

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports
Building Committee

Budget Committee
Approve 2021-22 Budget

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

New Business
Vote on Board positions

Payment of Bills

Adjournment

*This meeting will also be available via Zoom audio:

Topic: Carthage Public Library Board Agenda June 8, 2021
Time: Jun 8, 2021 05:15 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/95763094463?pwd=eTZaSDlWc2pXNHdIT2d2cERwZzJlOQT09>

Meeting ID: 957 6309 4463

Passcode: 417304

One tap mobile

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 957 6309 4463

Passcode: 417304

Find your local number: <https://zoom.us/u/abHSIPh7zf>

CORRESPONDENCE

MCCUNE BROOKS REGIONAL HOSPITAL

FINANCIAL STATEMENTS

APRIL 30, 2021





ACCOUNTANT'S COMPILATION REPORT

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

Management is responsible for the accompanying financial statements of McCune Brooks Regional Hospital (a nonprofit organization) which comprise the statement of financial position as of April 30, 2021 and the related statements of activities and other changes in net assets for the year-to-date in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

Schmidt Associates, LLC

May 19, 2021



McCune Brooks Regional Hospital
Statements of Financial Position
April 30, 2021

Assets

Assets

Cash in bank- New trust disbursement	\$ 8,123.38
New Trust investment	15,602,476.16
Escrow account	<u>5,073,073.44</u>
Total Assets	<u><u>\$ 20,683,672.98</u></u>

Liabilities and Net Position

Liabilities

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

Net Position

Operational capital- Fund balance	18,947,382.98
Restricted- non expendable	322,626.00
Retained earnings	<u>(146,670.00)</u>

Total Net Position	<u>19,123,338.98</u>
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Total Liabilities and Stockholders' Equity	<u><u>\$ 20,683,672.98</u></u>
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**McCune Brooks Regional Hospital
Statements of Activities**

**12 Months Ended
April 30, 2021**

Income

Interest and dividend income- bond/escrow	643.82
Interest and dividend income-Trust	260,832.09
Interest income	42.07
Other income	11,795.31
Other income- from other trusts	585.61
Gain (Loss) realized and unrealized	(220,647.49)

Total Income	<u>53,251.41</u>
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Operating Expenses

Bank charges	17,346.41
Grants	165,575.00
Legal and professional fees	17,000.00

Total Operating Expenses	<u>199,921.41</u>
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Net Income (Loss)	<u>\$ (146,670.00)</u>
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See accountant's compilation report.

Guidance to **States** on Distributing \$19.53B to Non-Entitlement Units of Local Governments (NEUs)

NEU Requirements:

1. SAM registration:
 - NEUs are considered prime recipients of local fiscal relief funds and will report directly to Treasury.
 - If registration is not complete, NEU will still receive payment.
 - Must be complete by first reporting deadline.
2. NEUs will be required to submit annual Project and Expenditure reports **through December 31, 2026** (end of the performance period).
 - Additional guidance forthcoming on reporting requirements.



REMINDER: *Financial records and supporting documents must be kept for five years after all funds are expended.*

Guidance to ***States*** on Distributing \$19.53B to Non-Entitlement Units of Local Governments (NEUs)

- States cannot impose additional conditions or requirements on distributions to NEUs.
- States cannot offset any debt owed by the NEUs against the NEU's distribution.
- States cannot provide funding to NEUs on a reimbursable basis.

What's in the New Guidance?



Identify Eligible NEUs

- **Strong MCDs:** CT, ME, MA, MI, MN, NH, NJ, NY, PA, RI, VT, WI
 - MCDs generally perform a wide set of general-purpose local government functions.
 - All MCDs from these states are eligible NEUs.
- **Weak MCDs:** IL, IN, KS, MO, NE, ND, OH, SD
 - MCDs generally play less of a governmental role but are still active governmental units.
 - States must do a “facts-and-circumstances test” to determine eligibility.
- 30 states don’t have governmentally functioning MCDs

For Weak-MCD States ONLY

- What is the facts-and-circumstances test?
 - States should consider **the locality's legal and operational capacity** and whether the locality provides its residents with a **broad range of services**.
 - When working with the state agency making this determination, a weak MCD should **list all services it provides**, whether it is zoning, police/fire protection, public utilities, transportation, social services, recreation. **One service alone is not enough!**
 - No further guidance on this test is expected.
- If the State excludes a locality, the State must identify the MCD's name and explain why it was excluded on its website.
 - No additional recourse.
- States can make initial distributions to all NEUs in that state only when the facts-and-circumstances tests are complete.

Eligible Uses

- Respond to public health emergency / negative economic impacts*
- Revenue loss*
- Premium pay
- Water, sewer, and broadband infrastructure

With the exception of premium pay, eligible uses are forward looking – must be used to cover costs incurred starting March 3, 2021.

**Notes recent updates based on discussions with Treasury.*



Revenue Loss

- Compares actual pandemic-era revenue to an estimate of revenue as if the pandemic had not occurred.
- **Recipients will calculate reduction in revenue at 4 points in time:**
 - December 31, 2020
 - December 31, 2021
 - December 31, 2022
 - December 31, 2023
- Detailed calculation to show annual growth rate over the past 3 fiscal years OR assume 4.1% growth, whichever is higher.
- Broad latitude to use funds for provision of government services, such as infrastructure maintenance or pay-go infrastructure projects.



NOTE: Additional guidance/tools are expected from Treasury.

Water and Sewer Infrastructure

- Drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems (Eligible under Drinking Water State Revolving Fund).
- Wastewater infrastructure, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works (Eligible under Clean Water State Revolving Fund).
- Projects should encourage strong labor standards.
- May include projects on privately-owned infrastructure and cybersecurity.



***TIP:** Respond to questions in interim rule.*

***NOTE:** Treasury studying if Davis Bacon applies.*

Broadband Infrastructure

- Focus on unserved or underserved - lacking a wireline connection that reliably delivers **minimum speeds of 25 Mbps download and 3 Mbps upload (or 25/3)**.
- Prioritize last-mile connections to households and businesses.
- Build reliable 100/100 unless impracticable due to topography, geography, or financial cost.
- Prioritize fiber optic infrastructure where feasible.
- Prioritize support for networks owned, operated, or affiliated with local governments, non-profits, co-ops.

Ineligible Uses

- Offset tax cuts.
- Deposit into pension funds, rainy day funds.
- Funding debt service, legal settlements, matching funds (unless allowed by the federal program).
- General infrastructure spending (outside of broadband, water/sewer) unless under revenue loss provision.

Tips For Your Application

1. TAKE YOUR TIME!
 - Funds do not have to be obligated until **December 31, 2024**.
2. Funds can be put into an interest-bearing account and interest earned can be used for general government purposes.
3. This is a unique opportunity to avoid federal red tape.
 - NEPA will NOT be required for infrastructure projects funded with only Treasury funds.
4. Treasury wants your comments!



TIP: Think creatively. Think strategically.

Make the Case for Funding

- **Solicit** community input.
- **Consider** Council or Board action and/or resolutions.
- **Think:** How will the project be described on the front page of the local paper?
- **Explain** why the use of funds is necessary.
- **Find** the harm/need you are looking to address.
- **Determine** how the expenditure would address that harm/need.



TIP: Connect the harm/need to the COVID-19 emergency

"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 by 5 members or 10 members). If the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.

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

To Debate or Not to Debate

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

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

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

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

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

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

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

Majority and Super-Majority Votes

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

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which, effectively, cuts off the ability of a minority of the body to take an action or discuss 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.