

1. Agenda

Documents:

[CITY COUNCIL AGENDA 07 13 21.PDF](#)

2. Minutes

Documents:

[CITY COUNCIL MINUTES 07 13 21.PDF](#)

3. Meeting Materials

Documents:

[COUNCIL PACKET 07 13 21.PDF](#)

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JULY 13, 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. 21-33** – An Ordinance to amend Section 505 Family and Medical Leave Policy (01-10) of the Personnel Policy Manual of the City of Carthage. (Insurance, Audits and Claims)
16. New Business
 1. **C.B. 21-34** – An Ordinance authorizing the Mayor to execute a Master Service Agreement, and Statement of Work (SOW) for CivicEngage (a "Government Website by CIVIC PLUS") with CIVIC PLUS, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502.
17. Mayor's Appointments
 - Library Board

- Personnel Appeals Board
- Police & Fire Pension Committee

18. Resolutions

1. **Resolution 1933** – A Resolution of the City Council of the City of Carthage, Missouri formalizing a policy regarding the conditions, procedures and processes associated with the City's use of social networking and media. (Insurance, Audit and Claims)
2. **Resolution 1934** – A Resolution authorizing the Mayor to sign a Letter of Engagement for Professional Legal Services with Lauber Municipal Law, LLC for the purpose of creating and conducting social media training for the City. (Budget Ways & Means)
3. **Resolution 1935** – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. (Budget Ways & Means)
4. **Resolution 1936** – A Resolution providing for the formal acceptance of a donation to the City of Carthage's Police Department by the City Council of the City of Carthage, Missouri pursuant to City Policy. (Insurance, Audit & 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
July 13, 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 Captain Bill Hawkins led the flag salute.

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

The following Department Heads were present: Captain Bill Hawkins, 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. Topete, to approve the minutes of the June 22, 2021 Council Meeting. Motion carried unanimously.

During Citizen's Participation Period: Peggy Ascherman, 734 Belle Air, was present to discuss a vicious dog in her neighborhood and requested the city code be upheld for removal of the vicious dog.

Mr. Snow reported the Budget Ways & Means Committee met on July 12. Mr. Snow made a motion, seconded by Mr. Topete, to accept the recommendation of the Use Tax Committee by designating funds received from the Use Tax to the General Revenue Fund with revenues from the first three years to be allocated 40% Parks, 30% Public Safety and 30% Infrastructure. The Use Tax Committee will act as an educational committee and distribute information to the public. Mr. Armstrong made a motion, seconded by Mr. Daugherty, to amend the motion to allocate 50% to Public Services and 50% to Public Works. Motion failed 2-6. Original motion by Mr. Snow passed 5-3. The contract with CivicPlus was forwarded to Council and needs to be in place by January 1, 2022. Resolution 1935 amending the budget was approved and forwarded to Council. Resolution 1934 approving a Letter of Engagement with Joe Lauber for social media training was approved and forwarded to Council.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. Resolution 1936 was approved and forwarded to Council.

Mr. Snow reported that the Public Safety Committee is between meetings. The next meeting is scheduled for July 19.

Mr. Topete reported that the Public Services Committee is between meetings with the next meeting scheduled for July 20

Mr. Armstrong reported the Public Works Committee scheduled for July 6 was cancelled.

Mayor Rife reported on relocation of some offices at City Hall.

During reports of Council Members, Ms. Otero discussed the Use Tax Committee's effort to get information out to citizens, Mr. Snow discussed a flyer that has been designed by the Use Tax Committee, Mr. Diggs thanked staff at CWEP for their recent assistance, Mr. Armstrong commented on his disapproval of the Use Tax Committee, Mr. Daugherty commented that he was for the Use Tax but expressed his concern that the Use Tax Committee was walking a fine line of staying within the parameters of being an educational only committee.

City Attorney Nate Dally reported the courthouse remodel should be completed by September.

Parks and Recreation Director Mark Peterson reported the 4th of July celebration was successful, discussed the CivicPlus contract and reported on LIME scooter usage.

City Administrator Tom Short reported on the following: the Social Media Policy, an MML Policy Committee meeting, MoDOT is re-evaluating the cost share grant, a proposal for property in Myers Park, a meeting of the Personnel Appeals Board, financials, a budget adjustment, formation of an Incident Response Team, Social Media Policy training scheduled for August 11, sales tax revenues, and an upcoming MML Regional meeting.

The Committee on Claims filed a report in the amount of \$853,036.21 against the following funds: General Revenue \$285,540.96, Public Health \$8,871.74, Lodging \$11,399.41, Civic Enhancement \$556.72, Public Safety \$4,100.00, Parks/Stormwater \$56,518.46, Inmate Security Fund \$209.00, Fire Protection \$1,089.87, Golf \$23,700.49, Capital Improvements \$20,937.50, Myers Park \$11,266.04, Public Facilities \$3,791.50, Library \$25,000 and Payroll \$400,054.52. Ms. Otero made a motion, seconded by Mr. Daugherty to accept the report and allow the claims. Motion carried.

Under old business, C.B. 21-33 – An Ordinance to amend Section 505 Family and Medical Leave Policy (01-10) of the Personnel Policy Manual of the City of Carthage was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Daugherty, Diggs, Harrison, Otero, Snow, Topete and West. The Council Bill was approved and numbered Ordinance 21-34.

Under new business, C.B. 21-34 – An Ordinance authorizing the Mayor to execute a Master Service Agreement, and Statement of Work (SOW) for CivicEngage (a "Government Website by CIVIC PLUS"), with CIVIC PLUS, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502 was placed on first reading with no action taken.

Mr. Snow made a motion, seconded by Mr. Topete, to follow the emergency protocol and advance Council Bill 21-34 to the second reading. Mr. Armstrong called Point of Order. Mr. Snow repealed his motion. Mr. Snow made a motion, seconded by Mr. Topete, to suspend the rules and advance Council Bill 21-34 to the second reading. Motion carried.

C.B. 21-34 – An Ordinance authorizing the Mayor to execute a Master Service Agreement, and Statement of Work (SOW) for CivicEngage (a “Government Website by CIVIC PLUS”), with CIVIC PLUS, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502 was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Daugherty, Diggs, Harrison, Otero, Snow, Topete and West. The Council Bill was approved and numbered Ordinance 21-35.

Mr. Daugherty made a motion, seconded by Mr. Topete, to approve the Mayor’s re-appointment of Sandy Swingle, Miriam Putnam, and Donna Maggard to the Library Board until July 2024. Motion carried.

Mr. Daugherty made a motion, seconded by Ms. Harrison, to approve the mayor’s appointment of Kyle Catron to the Personnel Appeals Board. Motion carried.

Mr. Snow made a motion, seconded by Mr. Diggs, to approve the mayor’s appointment of James Woody to the Police & Fire Pension Committee until July 2023. Motion carried.

Mr. Daugherty made a motion, seconded by Ms. Otero, to approve Resolution 1933 - A Resolution of the City Council of the City of Carthage, Missouri formalizing a policy regarding the conditions, procedures and processes associated with the City’s use of social networking and media. Resolution 1933 was adopted by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Daugherty, Diggs, Harrison, Otero, Snow, Topete and West.

Mr. Snow made a motion, seconded by Mr. Daugherty, to approve Resolution 1934 – A Resolution authorizing the Mayor to sign a Letter of Engagement for Professional Legal Services with Lauber Municipal Law, LLC for the purpose of creating and conducting social media training for the City. Resolution 1934 was adopted by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Daugherty, Diggs, Harrison, Otero, Snow, Topete and West.

Mr. Daugherty made a motion, seconded by Mr. Topete, to approve Resolution 1935 – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. Resolution 1935 was adopted by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Daugherty, Diggs, Harrison, Otero, Snow, Topete and West.

Ms. Otero made a motion, seconded by Mr. Daugherty, to approve Resolution 1936 – A Resolution providing for the formal acceptance of a donation to the City of Carthage’s Police Department by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 1936 was adopted by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Daugherty, Diggs, Harrison, Otero, Snow, Topete and West.

Closing Comments: Mr. Snow thanked the departments that worked the 4th of July event and reported on discussions for additional funding for future events.

Ms. Otero made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:40 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JULY 13, 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. 21-33** – An Ordinance to amend Section 505 Family and Medical Leave Policy (01-10) of the Personnel Policy Manual of the City of Carthage. (Insurance, Audits and Claims)
16. New Business
 1. **C.B. 21-34** – An Ordinance authorizing the Mayor to execute a Master Service Agreement, and Statement of Work (SOW) for CivicEngage (a "Government Website by CIVIC PLUS") with CIVIC PLUS, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502.
17. Mayor's Appointments
 - Library Board

- Personnel Appeals Board
- Police & Fire Pension Committee

18. Resolutions

1. **Resolution 1933** – A Resolution of the City Council of the City of Carthage, Missouri formalizing a policy regarding the conditions, procedures and processes associated with the City's use of social networking and media. (Insurance, Audit and Claims)
2. **Resolution 1934** – A Resolution authorizing the Mayor to sign a Letter of Engagement for Professional Legal Services with Lauber Municipal Law, LLC for the purpose of creating and conducting social media training for the City. (Budget Ways & Means)
3. **Resolution 1935** – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. (Budget Ways & Means)
4. **Resolution 1936** – A Resolution providing for the formal acceptance of a donation to the City of Carthage's Police Department by the City Council of the City of Carthage, Missouri pursuant to City Policy. (Insurance, Audit & 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
June 22, 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: Ceri Otero, Craig Diggs, Alan Snow, Seth Thompson, Ed Barlow, Juan Topete, Robin Harrison, Ray West, David Armstrong and Mike Daugherty. Council Member Robin Harrison 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. Snow, to approve the minutes of the June 8, 2021 Council Meeting. Motion carried unanimously.

City Clerk Traci Cox administered the Oath of Office to Municipal Court Judge Kimberly Fisher.

Assistant Police Chief Bill Hawkins presented Hayden Swinehart with the Medal of Valor for his great courage in the face of danger by continuing to pursue an individual who had shot at him.

No citizens were present during Citizen Participation Period.

Mr. Snow reported the Budget Ways & Means Committee met on June 14. The Vision Carthage contract was reviewed and approved. It appears in CB 21-32. Additional funding for events under the CVB was discussed but no action taken.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. The social media policy was reviewed and approved. Callie Myers will act as the Social Media Administrator.

Mr. Barlow reported that the Public Safety Committee met on June 21. April Ford was present to discuss the sales tax initiative the 911 Board placed on the August ballot. Abi Almandinger updated the committee on the light tunnel. It was reported the annual Fourth of July Belle Air Parade has been cancelled this year.

Mr. Topete reported that the Public Services Committee met on June 15. The Light Tunnel/Pocket Park concept was discussed but no action taken. Mr. Peterson is working with Beyond Baseball for use of Carl Lewton Stadium for a baseball league in exchange for help in making repairs to the stadium. Additional details are necessary, so no action was taken.

Mr. Armstrong reported the Public Works Committee is between meetings with the next meeting scheduled for July 6.

Special Committee and Board Liaison reports were given by Ms. Otero for the HSTCC, Mr. Snow for CWEP, and Mr. West for the Police & Fire Pension Committee.

Mayor Rife reported on Kid's Fishing Day.

During reports of Council Members, Mr. Armstrong expressed the need to invest in tourism that's unique to our community, which includes the Civil War Museum. Mr. Daugherty agreed explaining the first Civil War battle was fought in our community. Mr. Topete encouraged everyone to ride the Lime scooters.

City Attorney Nate Dally discussed the Civil War reenactment held July 2, 1991 at Kellogg Lake.

Police Chief Greg Dagnan reported on the funeral services for former Police Chief Dennis Veach and formation of the Use Tax Committee. He also commended Mark Peterson for his work with the Lime scooters.

Fire Chief Roger Williams reported on an increase in Covid activity in the community.

Public Works Director Zeb Carney reported on the progress at the Garrison roundabout, Blevins paving, and the sidewalk project on Central.

Parks and Recreation Director Mark Peterson gave an update on the Lime scooters including usage statistics.

City Administrator Tom Short reported on the following: an upcoming meeting with MML, the MoDOT cost-share agreement for Hazel, an agreement was reached between Pete's and MoDOT, ARPA funds have not been requested by the state, the Lime scooters pilot project, sales tax revenues, and a meeting with the attorney regarding the railroad.

The Committee on Claims filed a report in the amount of \$622,481.83 against the following funds: General Revenue \$100,922.39, Public Health \$145,891.71, Civic Enhancement \$584.96, Parks/Stormwater \$56,588.22, Fire Protection \$1,485.72, Golf \$3,783.23, Capital Improvements \$97,503.06, Myers Park \$8,009.50, Public Facilities \$4,198.13 and Payroll \$203,514.91. Ms. Otero made a motion, seconded by Mr. Daugherty to accept the report and allow the claims. Motion carried.

A Public Hearing on the Annual Operating and Capital Budget for Fiscal Year 2022 was held. No citizens were present for the public hearing.

Under old 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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes:

Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete and West. The Council Bill was approved and numbered Ordinance 21-26.

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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-27.

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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-28.

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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-29.

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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-30.

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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-31.

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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-32.

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 second reading followed by a roll call vote of 8 yeas and 1 nay. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, and Topete. Nay: West. The Council Bill was approved and numbered Ordinance 21-33.

Under new business, C.B. 21-33 – An Ordinance to amend Section 505 Family and Medical Leave Policy (01-10) of the Personnel Policy Manual of the City of Carthage was placed on first reading with no action taken.

Mr. Armstrong made a motion to split the appointments for consideration but withdrew the motion after City Clerk Traci Cox informed him it was going to be presented that way.

Mr. Diggs made a motion, seconded by Ms. Otero, to approve the Mayor's temporary appointment of Greg Dagnan as Assistant City Administrator effective July 1, 2021 until December 31, 2021. Motion carried.

Mr. Diggs made a motion, seconded by Mr. Topete, to approve the mayor's re-appointment of Bryan Stringer to the Carthage Tree Board until June 2024. Motion carried.

Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the mayor's re-appointment of Jerry Spry to the Carthage Affordable Housing Task Force. Motion carried.

Mr. Snow made a motion, seconded by Ms. Otero, to approve the Mayor's appointment of Roy Mason, Tori Soriano, Mike Zeiter, Jonathan Roberts, Eddie Grundy, Taylor Macy, Jade Reed, and Mark Elliff to the Ad Hoc Use Tax Committee until August 3, 2021, the appointment of Ceri Otero and Alan Snow as liaisons to the Ad Hoc Use Tax Committee. Motion carried 7-2 with Mr. Armstrong and Mr. Daugherty casting the Nay votes.

Closing Comments: Ms. Otero thanked the Public Works Department for their work on the sink hole on Lyon, Council Members congratulated Greg Dagnan on his promotion, and also commended Mark Peterson and Callie Myers on their work with the Lime rollout.

Mr. Daugherty made a motion, seconded by Ms. Otero, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor followed by a roll call vote on the board of 9 yeas and no nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. Motion carried at 7:30 p.m.

CLOSED SESSION

Mr. Daugherty made a motion, seconded by Mr. Barlow, to return to the regular session of the Council Meeting at 8:35 PM followed by a roll call vote of 9 yeas and no nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. Motion carried.

Mr. Daugherty made a motion, seconded by Mr. Barlow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:35 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

COUNCIL BILL NO. 21-33

ORDINANCE NO. _____

An Ordinance to amend Section 505 Family and Medical Leave Policy (01 – 10) of the Personnel Policy Manual of the City of Carthage.

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

SECTION I: Section **505 (01-10) Family Medical Leave Policy** of the Personnel Policy Manual is hereby repealed and the following enacted in lieu thereof:

01. General: Employees, who have been employed for at least 12 months as of the date the leave is to start and for at least 1,250 hours during the preceding 12-month period, are eligible for family and medical leave. The 12 months of employment do not have to be consecutive with the exception of a break of seven years or more of employment. Except for those employees designated as “highly compensated employees”, employees will be returned to the same or to an equivalent position upon their return from leave.

Family or medical leave will be unpaid leave. If leave is requested for an employee's own serious health condition, the employee must use all of their accrued paid vacation leave, sick leave or personal leave. If leave is requested for any of the other reasons listed below, an employee must use all of their accrued sick, vacation, or personal leave. The remainder of the leave period will then consist of unpaid leave.

Serious Health Condition is defined as an illness, injury, impairment or physical or mental condition that requires in-patient care in a hospital, hospice or residential medical care facility or that requires continuing treatment by a health care provider; a period of incapacity that makes an individual unable to attend work, school, or perform other daily activities for more than three (3) days and that requires continuing treatment by a health care provider; or continuing treatment by a health care provider for a chronic or long-term health condition that is so serious that, if not treated, would likely result in incapacity for more than three days.

The definition of serious health condition is not meant to cover short-term conditions where treatment and recovery are brief; routine physical examinations; or voluntary or cosmetic treatments that are not medically necessary, unless in-patient hospital care is required.

02. Service Member Family Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. The term “next of kin”, used here, means the nearest blood relative of that individual.

03. Reasons for Leave: All employees who meet the applicable time of-service requirements may be granted a total of twelve (12) workweeks of unpaid or paid (sick, vacation, and personal leave), job-protected family leave combined (during any 12-month period) for the following

reasons:

1. The birth of a child and to bond with the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to bond with the newly-placed child within one year of placement;
3. A serious health condition that makes the employee unable to perform the functions of his or her job, including incapacity due to pregnancy and for prenatal medical care;
4. To care for the employee's spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care; or
5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

The entitlement to leave for the birth, placement of a child for adoption or foster care, or to bond with the newborn or newly-placed child will expire twelve (12) months from the date of the birth or placement.

An employee's 12-month period starts on the date of leave requested on the application and ends after twelve consecutive months. The 12-month period does not have to be in the same calendar year or fiscal year.

04. Combined Leave Total: During the 12-month period described in paragraph 02 above, an eligible employee shall be entitled to a combined total of 26 workweeks of leave under 01 and 02 above.

05. Application for Leave: In all cases, an employee requesting leave must complete the attached "Application for Family and Medical Leave" and return it to Human Resources as soon as the necessity for the leave arises. If the leave is foreseeable, an employee must give 30 days advance notice of the need for leave as possible and practical to do so. Failure to give 30 days advance notice for a foreseeable leave that was possible and practical to do so may result in a delay of leave until 30 days after the date of notice.

06. Medical Certification of Leave: An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. The certification must be provided within 15 calendar days of the request.

If the employee is needed to care for a spouse, child or parent, the certification must so state along with an estimate of the amount of time the employee will be needed. If the employee has a

serious health condition, the certification must state that the employee cannot perform the functions of their job.

07. Benefits Coverage During Leave: During a period of family or medical leave, an employee will be retained on the City health, disability and life plans under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he made to the plan before taking leave. Failure of the employee to pay his/her share of the health insurance premium within 30 days of the date of payroll deduction may result in loss of coverage. An employee may choose not to retain group health plan coverage during the leave. When the employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave without any qualifying period. If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the City for payment of health insurance premiums during the family leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing their job or to circumstances beyond the employee's control.

An employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the taking of leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

08. Restoration to Employment: An employee eligible for family and medical leave will be restored to their old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The City cannot guarantee that an employee will be returned to their original job. A determination as to whether a position is an "equivalent position" will be made by the City.

09. Return From Leave: An employee must complete a "Notice of Intention to Return From Family or Medical Leave" before he can be returned to active status. If an employee wishes to return to work prior to the expiration of a family or medical leave of absence, notification must be given to the employee's Supervisor at least five (5) working days prior to the employee's planned return.

10. Failure to Return from Leave: The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless an extension is granted. An employee who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of her or his own serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the employee's immediate Supervisor. This written request should be made as soon as the employee realizes that he will not be able to return at the expiration of the leave period.

SECTION II: This Ordinance shall take effect and be in force effective _____, 2021.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

***NEW
BUSINESS***

COUNCIL BILL NO. 21-34

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Master Service Agreement, and Statement of Work (SOW) for CivicEngage (a “Government Website by CIVIC PLUS”) with CIVIC PLUS, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, a Master Service Agreement, and Statement of Work (SOW) for CivicEngage (a “Government Website by CIVIC PLUS”) with CIVIC PLUS, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502, 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

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:****Product:**

Q-16697-1

5/7/2021 8:58 AM

7/13/2021

CivicEngage

Client:

Carthage MO - CivicEngage

Bill To:

Carthage MO - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hector Ortega	x	hector.ortega@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
4.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.	
4.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee	Renewable
4.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation	One-time
1.00	AudioEye Managed	AudioEye Managed: https://carthagemo.gov	Renewable
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): https://carthagemo.gov	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (https://carthagemo.gov/)	One-time
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee (https://carthagemo.gov/)	Renewable
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central	One-time
1.00	4yr Redesign Ultimate Annual - CivicEngage	4yr Redesign Ultimate Annual - CivicEngage	Renewable
150.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
5.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.	One-time
1.00	CivicEngage CP Media Implementation	CP Media Implementation	One-time
1.00	CivicEngage Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	Renewable
1.00	Chatbot Language Translation Add On	Enables legacy Frase Chatbot product to recognize a question in a foreign language and answer the question using content translated into the citizen's native language.	Renewable
1.00	CivicEngage CivicPlus Mobile Base App	Proprietary CP Mobile app shell, API management and Build Tool	Renewable
1.00	CivicPlus Mobile Implementation - CivicEngage Central	Configure, build and deploy iOS/Android apps with customized assets	One-time
1.00	CivicPlus Mobile - CivicEngage Central	A CivicEngage Central integration, which includes standard mobile relevant modules	Renewable

List Price - Year 1 Total	USD 144,426.00
Total Investment - Year 1	USD 99,426.00
Annual Recurring Services - Year 2	USD 37,255.05

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment – Year 1 will be invoiced upon signing.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
8. Client understands that the services contracted for herein (the "Services") do not collect, and CivicPlus discourages Client from soliciting and collecting, any personally identifiable information ("PII"), personal health information ("PHI"), payment card industry information ("PCI") or any other financial data from its users. CivicPlus cannot monitor and control Client's actions; therefore, in the event Client solicits and stores any PII, PHI, PCI or other financial data, it is at Client's sole discretion and risk. Client as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.
9. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CIVICPLUS MAKES NO REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE CLIENT WITH RESPECT TO ANY TECHNOLOGY OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.
10. Client agrees to use the Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service.
11. Client understands that the Services must crawl over Client's entire site and scrape information for successful performance. Client shall be solely responsible for obtaining permission from any third-party whose content may be crawled and/or scraped by the usage of the Services. In no event shall CivicPlus be liable to Client or any third-party, for any claim, action, liability, or damages, arising out of or related to the Services crawling over and/or scraping any third-party system and/or content. The cost of the Services listed in this SOW is for one domain, limited to ten crawled websites, if Client requires more domains or crawled websites, please reach out to your CivicPlus representative.
12. Notwithstanding anything to the contrary, CivicPlus and/or its partners shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of

the Services and related systems and technologies (including, without limitation, information concerning Client data and data derived therefrom), and CivicPlus and/or its partners will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

13. Client is responsible for the registration and account management with the Client's app distribution platform (App Store, Google Play). Client is responsible for the registration and account management of their own Apple App Store Account.
14. If Client desires to use the App Store, the Client is responsible for the set up the Apple Developer Account as follows:
 - a. Set up an Apple Developer Account
 - b. Identify CivicPlus and OneBlink as a developer on the account
 - c. Work with CivicPlus Implementation team to customize the App Store descriptions, settings and content.
 - d. Work with CivicPlus Implementation team to update the App Store descriptions, settings and content.
 - e. If the Client identifies as a non-profit organization, Apple will waive the annual fee. However, if Client is identified as a for-profit organization and must pay the annual fee, they payment must be set up to auto-renew. CivicPlus shall not manage the Client account. CivicPlus shall only use the Client's Apple Developer Account to deploy the Client's CP Mobile App.
 - f. If the Client receives emails or requests from Apple regarding the Client's Apple Developer Account, it is the client's responsibility to respond directly to Apple. In the event the communication specifically involves the deployment of the CP Mobile App, Client shall immediately forward such communication to CivicPlus to ensure the CP Mobile App remains live and up-to-date.
15. Client represents that it has all intellectual property rights in any Client data and content to be added to the CP Mobile App, and where the Client is unsure, it is Client's responsibility to seek the permission of the data and/or content owner.
16. Client understands that the hosting for the CP Mobile App is provided by the app distribution platform and not CivicPlus. CivicPlus shall not be liable for any downtime of Client's CP Mobile App.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

Name:

Title:

Date:

CivicPlus

By:

Name:

Title:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
Y [] or N []		
Please list all external sources:		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax



**AUDIOEYE MANAGED
FOR CIVICENGAGE
STATEMENT OF WORK**

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the CivicEngage Statement of Work (the "Agreement") between CivicPlus, LLC ("CivicPlus") and Carthage, MO ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

Client

CivicPlus

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

1. TERM

The duration of this AudioEye Platform Subscription and SOW shall be co-termed and aligned with Client's current CivicEngage billing schedule, commencing on or about the Effective Date.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order		12 Month Term
Product	Subscription Cost	
AudioEye Managed	\$5,000 per domain	
Total Subscription Cost*		\$5,000 per domain*

*Recurring subscription pricing is subject to an annual 5% increase beginning in Year 2 of Service.

This Scope of Work is valid through (or up to) 60 days from June 23, 2021.

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

The Parties agree pricing described herein is included with, and not in addition to, pricing detailed in Quote # Q-16697-1.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client
<u>https://carthagemo.gov</u>

3. CONTACT INFORMATION

Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

Name: _____

Email: _____

Phone: _____

Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email: _____

Contact Name: _____ Billing Address 1: _____
(if different from Corporate Address provided with MSA)

Contact Email: _____ Billing Address 1: _____
(if different from billing email address provided above)

City: _____ State/Zip: _____

Payment Method: _____

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

STATEMENT OF WORK

APPENDIX A

Package Features / Services

AudioEye Managed

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking

Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Manual Assistive Technology Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- | | |
|--|-------------------------|
| • Arabic | • Greek (Greece) |
| • Cantonese (Hong Kong S.A.R.) | • Hungarian (Hungary) |
| • Catalan (Catalan) | • Italian (Italy) |
| • Chinese (Taiwan) | • Japanese (Japan) |
| • Chinese (People's Republic of China) | • Korean (Korea) |
| • Czech (Czech Republic) | • Norwegian (Norway) |
| • Danish (Denmark) | • Polish (Poland) |
| • Dutch (Netherlands) | • Portuguese (Portugal) |
| • English (United States) | • Portuguese (Brazil) |
| • English (United Kingdom) | • Russian (Russia) |
| • Finnish (Finland) | • Spanish (Spain) |
| • French (France) | • Spanish (Mexico) |
| • French (Canada) | • Swedish (Sweden) |
| • German (Germany) | |

4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

5. ASSUMPTIONS

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with

Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

6. CLIENT RESPONSIBILITIES

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

7. CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.



Carthage MO

CivicEngage Central Ultimate | Project Timeline

INITIATE	DESCRIPTION	NOTES	START DATE	DUE DATE
Project Initiation	CivicEngage completes administrative work to prepare for project.		7/5/2021	7/9/2021
Project Kickoff Meeting	CivicEngage meets with client to set expectations for website implementation process and assign Client Deliverables.		7/5/2021	7/16/2021
Planning & Scheduling	CivicEngage coordinates project timeline and resources.		7/19/2021	7/23/2021
Project Timeline Approval	Client submits Project Timeline Approval Form. http://civicplusdemo.com/timelineapproval		7/26/2021	7/30/2021
CONSULTING	DESCRIPTION	NOTES	START DATE	DUE DATE
Consulting Engagement Coordination	Consultant will review documentation and connect with client to discuss Consulting schedule, logistics and technology requirements to prepare for engagement. Consultant completes internal coordination for engagement.		7/5/2021	7/30/2021
Consultant Engagement	Consultant delivers product consulting.	Virtual 2 Days	8/2/2021	10/29/2021
ANALYZE	DESCRIPTION	NOTES	START DATE	DUE DATE
Client Deliverables	Client submits deliverables as outlined. http://civicplusdemo.com/deliverablesguide		7/19/2021	8/6/2021
Design Discovery Form	Client submits Design Discovery Form. http://civicplusdemo.com/designdiscovery		7/19/2021	8/6/2021
Website Analytics	If available, client uploads current website analytics to SharePoint.		7/19/2021	8/6/2021
Photos for Design	Client uploads photos to SharePoint.		7/19/2021	8/6/2021
Logo & Branding Materials	Client uploads logo and / or branding materials to SharePoint.		7/19/2021	8/6/2021
DNS Form	Client submits DNS Form. http://civicplusdemo.com/dnsform		7/19/2021	8/6/2021
Design Discovery Meeting	CivicEngage meets with client to discuss design preferences and strategy.		8/9/2021	8/13/2021
Mood Board & Layout Creation	CivicEngage prepares layout and mood board.		8/16/2021	8/20/2021
Mood Board & Layout Approval	Client submits Layout & Mood Board Approval Form. http://civicplusdemo.com/layoutapproval		8/23/2021	9/3/2021
CONTENT	DESCRIPTION	NOTES	START DATE	DUE DATE
Site Map Creation	CivicEngage creates site map documenting existing website.		7/19/2021	7/23/2021
Website Content Review	CivicEngage conducts review of existing website.		8/9/2021	8/13/2021
Content Process Meeting	CivicEngage meets with client to provide overview of content development process and assign tasks for content preparation.		8/16/2021	8/20/2021

Content Preparation & Updates	Client reviews and updates existing website in preparation for content development. *Updates must be made prior to due date to be included in Content Implementation.		8/23/2021	10/29/2021
Content Change Tracking	Client keeps record of changes made to existing website during Content Implementation.		10/25/2021	11/12/2021
Content Implementation Setup	CivicEngage prepares project for migration process.		10/25/2021	10/29/2021
Content Implementation	CivicEngage migrates content from existing website to production website and applies best practices.		11/1/2021	11/5/2021
Quality Control - Content	CivicEngage reviews completed work on production website.		11/8/2021	11/12/2021
Final Content Report Creation	CivicEngage creates Final Content Report.		11/8/2021	11/12/2021
DESIGN & CONFIGURE	DESCRIPTION	NOTES	START DATE	DUE DATE
Design Creation	CivicEngage creates design concept.		9/6/2021	9/10/2021
Quality Control - Design	CivicEngage reviews website design.		9/6/2021	9/10/2021
Design Setup	CivicEngage applies prepared design to functioning production website.		9/13/2021	9/17/2021
Quality Control - Design Setup	CivicEngage reviews design setup.		9/20/2021	9/24/2021
Design Concept Meeting	CivicEngage meets with client to review design concept in working production environment.		9/27/2021	10/1/2021
Design Concept Revisions	If applicable, CivicEngage makes requested changes to Design Concept. *Allow five business days from request to receive completed changes.		10/4/2021	10/22/2021
Design Concept Approval	Client submits Design Concept Approval Form. http://civicplusdemo.com/designapproval *Formal approval must be received by due date of this task. Submit requested changes to design as soon as possible. Allow five business days from request to receive completed changes.		10/4/2021	10/22/2021
Design Templates & Tools	CivicEngage creates templates and design tools for website maintenance.		10/25/2021	10/29/2021
Quality Control - Production Website	CivicEngage reviews completed production website.		11/15/2021	11/19/2021
DEPARTMENT HEADER PACKAGE	DESCRIPTION - DHPS 1,2,3 & 4	NOTES	START DATE	DUE DATE
Client Deliverables	Client will submit DHP deliverables as outlined.		10/4/2021	10/8/2021
Department Header Package Worksheet	Client will complete the Department Header Package Design Form.		10/4/2021	10/8/2021
Photos for Design	Client will submit 10-20 high-resolution images for possible use in the homepage website design. These may be used in the website background, homepage slideshow, etc.		10/4/2021	10/8/2021
Logos & Branding Materials	Client will provide any branding guidelines and / or imagery that should be used in the website design - logo, seal, color palette, branding guide, etc.		10/4/2021	10/8/2021
DNS Worksheet	Client will complete the DNS Worksheet to provide details needed to complete setup of website domain. http://civicplusdemo.com/dnsform		10/4/2021	10/8/2021
Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.		10/11/2021	10/15/2021
Design Discovery Meeting	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.		10/11/2021	10/15/2021

Design Planning	Art Director will create a plan for the department header based on the client needs and preferences discussed in the Design Discovery Meeting	10/18/2021	10/22/2021	
Ultimate DHP - Design Creation	Production Designer will create the Design Concept for the Department Header Package.	10/25/2021	10/29/2021	
Quality Control - Design	Art Director will review, provide feedback and approve the website design prior to it being sent to the Project Manager. Project Manager will review final design. If needed, the Production Designer will make the requested adjustments.	10/25/2021	10/29/2021	
Ultimate DHP - Design Setup	Production Designer will apply the approved design concept to the live website on a hidden page.	11/1/2021	11/5/2021	
Quality Control - Design Setup	Assitant Manager of Production Design (and/or Art Director, Project Manager) will review, provide feedback and approve the website setup prior to it being sent to the client. If needed, Production Designer will make the requested adjustments.	11/8/2021	11/12/2021	
Ultimate DHP - Design Concept Revisions	If applicable, Creative Services team will make requested changes to the Design Concept. Completed changes will be returned to client for any additional feedback or approval.	11/15/2021	11/26/2021	
Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. http://civicplusdemo.com/designapproval "	11/15/2021	11/26/2021	
Design Templates & Tools	Production Designer will create templates and other design tools for website maintenance as requested	11/29/2021	12/3/2021	
Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	11/29/2021	12/3/2021	
DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	12/6/2021	12/10/2021	
Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	12/13/2021	12/17/2021	
CP MOBILE	DESCRIPTION	NOTES	START DATE	DUE DATE
Mobile App Deliverables	Client will submit deliverables as outlined.		10/4/2021	10/22/2021
Apple Developer Account Creation	Client will register for an Apple Developer account and submit any required documentation for the municipal fee waiver.		10/4/2021	10/22/2021
Mobile App Worksheet	Client will submit Mobile App Worksheet to provide direction on what will be included on Mobile App.		10/4/2021	10/22/2021
Mobile App Design & Build	Production Designer will create mobile app graphics and set up app graphics in the Build Tool Portal.		10/25/2021	10/29/2021
Mobile App Graphic Review and Approval	Client will review mobile app graphics and provide feedback to the project team.		11/1/2021	11/12/2021
Mobile App Revisions	If necessary, CivicPlus will make revisions to the Mobile App.		11/1/2021	12/10/2021
Mobile App Store Submission	CivicPlus will generate screenshots and submit the app (as unlisted) to the app stores to enable device previews.		11/15/2021	11/19/2021
Mobile App Quality Assurance Review	CivicPlus will complete a quality assurance review of the production mobile app and provide results and feedback to client.		11/22/2021	11/26/2021
Mobile App Review & Approval	If necessary, client will review and provide feedback on Mobile App.		11/29/2021	12/10/2021
Mobile App Store Launch	Upon website launch, Project Lead will submit the app to app stores.		12/13/2021	12/17/2021

CP MEDIA	DESCRIPTION	NOTES	START DATE	DUE DATE
CP Media - Site Creation			9/6/2021	9/10/2021
CP Media - Training Coordination			9/6/2021	9/10/2021
CP Media - Site Configured & Tested			9/24/2021	11/9/2021
CP Media - Client Equipment Configured & Tested			9/24/2021	11/9/2021
CP Media - Training			10/25/2021	12/17/2021
CP Media - Activation	CivicPlus enables CP Media on website.		12/13/2021	12/17/2021
OPTIMIZE	DESCRIPTION	NOTES	START DATE	DUE DATE
DNS Configuration	CivicEngage prepares domain name transfer or setup according to submitted DNS Form. https://cp-salesbase5.civicplus.com/FormCenter/1-CivicPlus-Project-Forms-23/DNS-Form-180		11/22/2021	12/3/2021
Website Reveal Meeting	CivicEngage meets with client to present completed website.		11/22/2021	11/26/2021
Website Finalization	Client evaluates completed website and confirms expectations met in accordance with contract.		11/29/2021	12/3/2021
Website Corrections	If needed, CivicEngage team fulfills requests to fix errors.		12/6/2021	12/10/2021
EDUCATE	DESCRIPTION	NOTES	START DATE	DUE DATE
Training Engagement Coordination	Trainer connects with client to discuss training schedule, logistics and technology requirements for engagement.		11/1/2021	11/12/2021
Training Engagement	Trainer delivers product training.	Virtual 3 days	12/6/2021	12/10/2021
Training Engagement	Trainer delivers product training.	Virtual 3 days	12/27/2021	12/31/2021
LAUNCH	DESCRIPTION	NOTES	START DATE	DUE DATE
AudioEye Activation	CivicPlus will request activation of AudioEye on website.		12/13/2021	12/17/2021
Website Launch Confirmation Meeting	CivicEngage meets with client to review launch process.		12/13/2021	12/17/2021
Website Launch Preparation	Client completes final updates for Website Launch.		12/13/2021	12/17/2021
Website Acceptance	Client submits Website Acceptance Form. http://civicplusdemo.com/websiteapproval		12/20/2021	12/24/2021
Website Launch	New website is scheduled to be made available to public with live domain name.		12/20/2021	12/24/2021
Project Close Procedures	CivicEngage completes administrative tasks to transition project from implementation to client care.		1/3/2022	1/7/2022

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

July 2021

Library Board

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

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Sandy Swingle	388-2068	515 Belle Aire	11/26/2013	Jul-24
Miriam Putnam	388-1037	1210 Wilson Rd	06/12/2018	Jul-24
Donna Maggard	793-5385	1109 Lillie Dr	06/12/2018	Jul-24

Personnel Appeals Board

4 Year Term – 4 Members – Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Kyle Catron	237-0500	2320 Allison	07/13/2021	Jul-25

Police & Fire Pension Committee

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

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
James Woody	388-1540	310 W. Fourth St	07/13/2021	July 23

RESOLUTIONS

RESOLUTION NO. 1933

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI FORMALIZING A POLICY REGARDING THE CONDITIONS, PROCEDURES AND PROCESSES ASSOCIATED WITH THE CITY'S USE OF SOCIAL NETWORKING AND MEDIA.

WHEREAS, social media can be a powerful tool that helps entities connect with audiences and communicate important information to various constituent groups; and

WHEREAS, a social media policy is essentially the City's business code of conduct, letting individuals know how to act on social media; and

WHEREAS, the Mayor and Council have responsibilities regarding the care, management and control of the city; and

WHEREAS, the Council, as a whole, through its resolutions and ordinances, establishes basic policy which the City Administrator and other City staff implement and administer; and

WHEREAS, policy matters should be highlighted and documented in resolution format for discussion so that the policy may be approved, adopted and communicated to relevant parties; and

WHEREAS, the Committee on Insurance, Audits & Claims has reviewed the attached policy statement, and determined that it adequately conveys the desires and needs of the City and are providing a recommendation to adopt the amended Policy;

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

That the attached policy as set out in full, on Social media be hereby adopted effective upon approval by the City Council.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

1.0 BACKGROUND AND PURPOSE.

A. The City of Carthage is committed to enhancing the traditional communication methods with its various constituents using Social Media. This commitment primarily stems from public expectations, the capabilities of current technology, and the rapid growth of Social Media by other local, state, and federal government entities, all of which serve as an indication that Social Media can be used effectively to enhance communications between local government and the public.

B. Social networking by the City of Carthage serves a primary function: to communicate and deliver information directly to residents to inform the public about government matters in a non-public (“one-way”) forum.

C. This Policy is adopted to provide guidance and information both to the public and for the City of Carthage’s use of Social Media, including but not limited to, web and mobile cell phone applications, blogs, photo and video sharing sites, micro-blogging, social networking sites and wikis. This policy is not intended to address any one particular form of social media (i.e. Facebook, Instagram, Snapchat, Tumblr, Twitter, Flickr, Next-door, YouTube and similar platforms); rather social media in general, as advances in technology will occur and new tools for sharing information will emerge. While the City of Carthage’s website (www.carthagemo.gov) is the City’s primary Internet presence, the City of Carthage recognizes that, when used appropriately, Social Media may be useful in furthering the goals of the City and the missions of its departments, boards, committees, and agencies in informing the public.

D. Other laws, ordinances and policies may also apply to the use of social media and this policy should not be interpreted to conflict with any of those laws, ordinances and policies, including requirements under the Americans with Disabilities Act.

2.0 DEFINITIONS.

Agents -- All City representatives, including its Employees and other agents of the City of Carthage, including without limitation, independent contractors and anyone acting on behalf of, appearing to act on behalf of, or in the name of the City of Carthage.

City Social Media Sites/Accounts – Those pages, sections, or posting locations in social media websites established, managed or maintained by an Employee or Officer of the City of Carthage authorized to do so as part of the Employee’s or Officer’s duties.

Content -- Any posts, writings, material, documents, photographs, graphics, or other information that is created, posted, shared, distributed, or transmitted via social media.

Digital Identity – Information about a user of a social media site that differentiates that user from others.

Employees -- All City of Carthage representatives and anyone employed by the City of Carthage. The term “Employee” includes Officers unless specifically omitted in the text or the context requires their exclusion.

Officers – All City of Carthage Elected and Appointed officials including all members of boards, committees and agencies of the City of Carthage.

Social Media – internet and mobile-based applications, websites and functions, other than email with a focus on immediacy, interactivity, user participation, and information sharing. These venues include social networking sites, forums, weblogs (blogs, vlogs, microblogs), online chat sites, and video/photo posting sites or any other such similar output or format. Current examples include Facebook, Instagram, Twitter, YouTube and this policy includes emerging new web based platforms generally regarded as social media or having many of the same functions as those listed.

Social Media Account -- any account established on Social Media.

Social Media Administrator – The City of Carthage Employee or Employees expressly designated by the City Administrator to monitor, manage, supervise or control the City's social media sites as provided in this Policy.

3.0 SCOPE.

This Policy applies to all City of Carthage Officers, Employees and Agents when working with Social Media tools on behalf of the City, and applies to an Officer's, Employee's and Agent's use of personal Social Media sites as addressed in this Policy.

4.0 ADMINISTRATIVE ROLES AND RESPONSIBILITIES.

4.1 The City Administrator and each Department Head shall implement this Policy, and broadly disseminate the Policy to inform Employees and Officers of these guidelines for creating, using and maintaining Social Media resources subject to this Policy and to ensure that all Employees and Officers confirm they are aware of and understand this Policy.

4.2 The City Administrator must designate a person to act as Social Media Administrator.

4.2.1 The Social Media Administrator is responsible for developing and administering the City of Carthage's Social Media Sites/Accounts and the use of those sites and must:

1. Develop and administer the City of Carthage's presence on a Social Media site that is the City's official Social Media Site/Account. City of Carthage employees and departments are encouraged to contribute Content and ideas to the Social Media Site by contacting the Social Media Administrator.
2. Review all requests to establish additional department-specific City of Carthage Social Media Sites and recommend approval or denial to the Council. The Social Media Administrator(s) must review social media sites that have already been established to ensure that they are in compliance with this Policy and must submit a request for approval of the City Administrator the continued use of those preexisting sites within 90 days of the effective date of this Policy. If the City Administrator does not approve the continued use of those preexisting sites within 120 days of the effective date of this Policy those sites must be immediately taken down and their use discontinued as provided in Section 9.0 Deactivating a Social Media Site/Account of this Policy.
3. Ensure the City of Carthage's Social Media Sites are regularly maintained and kept current.
4. Review information posted to the City of Carthage's Social Media Sites by City Employees or Agents to ensure the Content is appropriate, professional, and consistent with the City's policies

and the purpose for which the site exists. Frequent review of sites that provide opportunity for comment or other interaction is essential and the Social Media Administrator must establish a schedule for the regular review of each site.

4.3 City of Carthage Employees and Officers are responsible for ensuring that all use and contributions to the Content of the City Social Media Sites adhere to the standards of conduct and requirements as outlined in this Policy, and that their personal use adheres to the standards of conduct as regulated by this Policy. Any employee, agent, or official who is authorized to edit, post or alter Content of a City Social Media Site must agree in writing to comply with any training or other requirements, policies or restrictions and have on file in the office of the Administrator such written agreement before editing, posting or altering Content on a City of Carthage Social Media Site. In terms of personal use, it is not the intent of the City to restrict an Employee's, Agent's, or Officer's First Amendment rights, but rather to ensure that Content posted by Officers, Employees, or Agents clearly reflect that those comments are personal and not being made on behalf of the City of Carthage unless authorized by the City. Similarly, Officers, Employees and Agents are prohibited from disclosing confidential information except under polices and regulations that address disclosure of that information. For example, Public Records Acts, Freedom of Information Acts and Public Information Acts generally provide for the disclosure of public records but prohibit disclosure of exempt or confidential information. Specific limitations are found in Section 6.10 Intellectual Property Rights and Section 11.4 relating to Confidential Information of this Policy.

4.4 The Social Media Administrator will be the coordinating authority for review and monitoring and enforcement of any approved City of Carthage Social Media Sites. The City Administrator shall be the final decision-making authority for the approval or denial of any Social Media Sites and the use of such Sites by the City.

5.0 THE CITY OF CARTHAGE OFFICIAL SOCIAL MEDIA SITE AND OTHER SPECIFIC SOCIAL MEDIA SITES/ACCOUNTS.

5.1 The official City of Carthage Social Media Site is the primary tier of the City's Social Media presence. This tier includes any official City presence on a Social Media Site. City Employees, Officers, and Departments are encouraged to contribute Content and ideas to this Site/Account by contacting the Social Media Administrator.

5.2 A Department may seek to develop its own Site or Account or Platform specific to its needs. Department-Specific Social Media sites should be focused and limited in scope and topic and should complement rather than supplant the official City of Carthage Social Media Site or existing web resources. General departmental pages and associated Content should be included and managed within the current City Social Media Site. On a case-by-case basis the Social Media Administrator must review and recommend approval or denial of all requests for developing additional City Social Media Sites/Accounts/Platforms, as follows:

a. The department shall submit a request in writing on a form provided by the Social Media Administrator. The request shall state:

i. how or in what respect there is a clear benefit of specific stakeholder outreach that is not already met by the City's Social Media Site; and

ii. how the department has developed an effective strategy to develop and maintain the Site/Account/Platform;

iii. how the content contained on the department's Site/Account/Platform will be captured and retained in accordance with all applicable state and federal public records and retention laws.

b. The Social Media Administrator will be the coordinating authority for review and monitoring and enforcement of any approved City of Carthage Social Media Sites. The City Administrator shall be the final decision-making authority for the approval or denial of any Social Media Sites and the use of such Sites by the City.

5.3 Boards, Agencies, Committees and Commissions.

5.3.1 City of Carthage Boards, Committees, Commissions, and Agencies must comply with this policy and the Mayor appointed liaison to each Board and Commission is responsible for ensuring that any request for Social Media tools or resources made by any Board, Agencies, Committee, and Commission is coordinated with the Social Media Administrator and is acted upon.

5.3.2 A Board, Committee, Commission, or Agency may seek to develop its own Site or Account or Platform specific to its needs subject to review and approval by the Social Media Administrator of appearance, general content and any vendor or third party that is to be used to assist in the development or operation of such site. Board-Specific Social Media Sites should be focused and limited in scope and topic and should complement rather than supplant the City of Carthage Social Media Site or existing web resources. General departmental pages and associated Content should be included and managed within the current City Social Media Site. On a case-by-case basis the Social Media Administrator must review and recommend approval or denial of all requests for developing additional City Social Media Sites/Accounts/Platforms, as follows:

1. The Board, Committee, Commission, or Agency shall submit a request in writing on a form provided by the Social Media Administrator. The request shall state:

a. how or in what respect there is a clear benefit of specific stakeholder outreach that is not already met by the City's Social Media Site;

b. how the Board, Committee, Commission, or Agency has developed an effective strategy to develop and maintain the Site/Account/Platform and has the budget to implement its plan; and

c. how the content contained on the Board, Committee, Commission or Agency Site/Account/Platform will be captured and retained in accordance with all applicable state and federal public records and retention laws.

2. The Social Media Administrator will be the coordinating authority for review and monitoring and enforcement of any approved City Social Media Sites. The City Administrator shall be the final decision-making authority for the approval or denial of any Social Media Sites and the use of such Sites by the City of Carthage.

5.3.3 Any use of Social Media Sites shall not serve as a replacement for postings and notifications required by law except under and as allowed by those laws.

5.3.4 Regular business of the Board, Committee, Commission or Agency may be posted to approved Social Media Sites by the appropriate Mayor appointed liaison without formal action of the Board, Commission, Committee, or Agency provided that posted documents are also available on the City's website. In general, it is preferred that a Board Social Media Site simply provide a link back to information and documents posted on the City of Carthage website. "Regular business" is defined as the standard and routine activity of any Board, and generally includes agendas, minutes, presentation documents and backup items created during the course of regular Board proceedings. This may also include responses or clarifications of items of fact related to the Board (dates, times, published data, etc.).

5.3.5 Where a Board, Committee or Commission adopts rules limiting its official speech, other than following a vote by a majority of the members to do so, under no circumstance should a board member, committee member, commission member post, or direct staff to post, statements of personal opinion held by individual members to the City of Carthage Social Media Site.

6.0 STANDARDS AND BEST PRACTICES OF CITY OF CARTHAGE SOCIAL MEDIA SITES.

6.1 The Social Media Administrator shall develop and provide detailed best practices guidance for the City Social Media Sites, Accounts, and Platforms. The following general standards apply to all City Social Media Sites, Accounts, and Platforms including departmental, committee, board, agency or committee sites.

6.1.1 Unless otherwise specifically noted, when the City of Carthage establishes a City website or social media account it does so to communicate to the public, to inform and relay official City content. The City therefore regulates the City Social Media Sites that it maintains for the following reasons:

- Posts on City Social Media Sites appear to carry the approval of the City and unauthorized posts on those sites can confuse people as to whether the City endorses the post or if a specific post forms a position of the City and whether it is the City's official position,
- City Social Media Sites unless expressly noted, are not intended to operate as a traditional open public forum as there are ample open forums for purposes of expressing opinions and views.

6.1.2 Right to Remove Posts that Do Not Comply with the Rules of the Non-Public Forum. When the City of Carthage Social Media Site has not been opened as a traditional public forum or where the City Social Media Site has been opened as "non-public" and "limited public" forums, the Social Media Administrator is authorized to remove unauthorized Content or links posted on City Social Media Sites that do not conform with the requirements of this Policy in a viewpoint neutral manner.

6.2 Required Disclosures. A clear statement of the intent, purpose and subject matter of a Site, as well as a statement clearly articulating whether the site accepts comments and if so any restrictions that might affect the nature of the forum as either limited or traditional. The Site should prominently

disclose that all Content posted to the site are subject to public disclosure laws. Any other disclaimer or notice should be clearly posted on City of Carthage Social Media Sites.

6.3 Solicitation of Public Comment – limited public forum. Where comments are solicited or invited on the site the following statement must be included:

“The purpose of this site is to discuss matters of public interest in and to the City of Carthage as identified and raised by the City for discussion. We encourage you to submit comments that are on topic, but please address your comments to the specific topic(s) discussed. This is a forum limited to the specific topics identified and raised by the City. Users who submit Content to this City Social Media Site agree they have read, understand, and agree to the following terms and conditions by virtue of such use:

Terms of Use

1. I am submitting content voluntarily and on my own behalf.
2. The content I post reflects my own original thoughts or work.
3. I understand that the City of Carthage has the right to re-post or share any Content, photos or videos that I submit on this or other City Social Media Sites.
4. I have read and understand the Policy, including the right of the City to remove, or archive Content as described in the City’s policy and as may be allowed by law.
5. I understand that any Content I provide may be considered a “public record” under state law.
6. I understand and agree that unless specifically identified as a resource for receiving requests for information under the state public information laws, City Media Sites are not proper vehicles for making requests for public information or public records under state law and any such requests must be made to the appropriate custodian of the records.
7. I understand and agree that my and others’ comments are subject to archiving and that my comments and others’ comments are subject to removal in whole or in part from this site if my or their comments contain:
 - Comments not directly on the topic raised for discussion,
 - Obscene, indecent, or profane language, or pornographic images,
 - Direct threats,
 - Content that promotes discrimination on the basis of race, color, creed, sex, sexual orientation, national origin, ethnicity, age, disability, or gender identity,
 - The solicitation, promotion or endorsement of specific commercial services, products or entities,
 - Links to any site or Content posted by automatic software programs (i.e. “bots”),
 - The promotion or encouragement of illegal activity,

- Personally identifiable information or sensitive personal information that if released violates federal or state law,
- The promotion or endorsement of a political campaign or candidate,
- Information that compromises the public safety or security of the public or security systems,
- Information that directly interferes or compromises ongoing investigations, public safety tactics, or the safety of public safety officers,
- Confidential or exempt information in violation of state or federal law, or
- Appear to violate the intellectual property right of the City or a third party under federal or state law.

8. I also understand that the views and comments expressed on this site only reflect those of the comment's author, and do not necessarily reflect the official views of the City of Carthage, its elected and appointed Officers and Employees, or its departments and agencies.

9. Waiver of Liability. Because various laws exist that create liability for various actions, including but without limitation defamation, invasion of privacy, false light, breach of contract, procurement violations, violations of due process among many potential areas of exposure for which the City of Carthage accepts no responsibility based on the actions of others or for creating this Social Media Site, I, for myself, successors and assigns, release and hold harmless and agree to indemnify the City of Carthage, including its Officers and Employees, from any and all actions, claims, liabilities and damages of whatever kind and nature arising out of or in connection with my use of the City Social Media Site/Account. By posting or commenting I acknowledge that I understand and accept these terms of use

6.4 Archiving Content. The City of Carthage will archive Content in accordance with the Public Records Law. Any Content that is removed may also be considered "public records" and will be archived as required by law to the extent possible using then current reasonable options.

6.5 City and Departmental logo. Departments may use a departmental logo in their Social Media Site/account. Where appropriate for a particular site, social media pages will include the City's logo. Page names should be descriptive of the department/division using the site.

6.6 Biographies used on City of Carthage Social Media Sites. Departmental accounts that require biographies or other user specific information will read "City of Carthage, Department name" and contain a link to the department's website. Where possible, departmental user names should begin with City of Carthage.

6.7 Identification. All City of Carthage Social Media Sites must clearly indicate that the Social Media site is maintained by the City and must have appropriate City contact information prominently displayed.

6.8 Links. Links placed on City of Carthage Social Media Sites should only link to a resource on the City's website (www.carthagemo.gov), a City-owned Web site, a state, federal or local government site, an educational Web site (.edu) or an organization with an official partnership or supportive business relationship with a City of Carthage department or program.

6.9 Design. Design elements (logos, background, images) should be appropriate to the subject matter and consistent with the City's design guidelines, which are available from the Social Media Administrator

6.10 Intellectual Property Rights and Confidential Information. Information that is proprietary, copyrighted or any other intellectual property, attorney-client privileged, or information subject to state or federal privacy laws, and information not subject to disclosure under the Missouri Public Information Act ("confidential information") must not be posted on City Social Media Sites. Any questions concerning this standard should be directed to the Social Media Administrator. An owner of copyrighted material or other intellectual property who believes the owner's rights are infringed must promptly notify the Social Media Administrator. The Social Media Administrator must take appropriate action upon notification.

6.11 Data Tracking. Most social media sites offer some mechanism for capturing data or tracking user trends and activity. It is the responsibility of the Social Media Administrators to use these applications to ensure the most effective use of social media outlets.

6.12 References, Links and Embedded Content.

(a) Any references or links to a specific entity, product, service or organization posted by individuals on the City of Carthage Social Media Sites must not be considered an endorsement by the City or its departments or Employees.

(b) The City of Carthage should not sponsor or endorse any other website(s) linked to its website or to City Social Media Sites. The views and opinions of authors expressed on those websites do not necessarily state or reflect the opinion of the City and may not be quoted or reproduced for the purpose of stating or implying any endorsement or approval of any product, person, or service by the City or its Employees or Agents.

(c) The City of Carthage is not responsible for Content that appears on external links.

(d) The City of Carthage is not responsible for and does not guarantee the authenticity, accuracy, appropriateness or security of any link, external website or its Content.

(e) The City of Carthage reserves the right to and may delete links and embedded Content that violate the City's Social Media policy.

6.13 Security and Privacy Risks. Applications (such as streaming video, music, photos, and subscriptions to RSS feeds) that may be useful to a City Social Media Site's mission can cause clutter and security risks. An application should only be used to serve a City purpose and add to the user experience, and only if it comes from a trusted source and has gone through the approval process outlined in this Policy. An application may be removed at any time if it causes a security breach or contains or is suspected of containing a virus without notice. Where Social media sites are hosted by third parties, they are governed by those parties' privacy policies. Additionally, the City Social Media Sites are governed by federal, state and other laws that establish privacy rights.

6.14 Employee Requirements for the City's Social Media Sites.

6.14.1 Employees responsible for setting up or maintaining City of Carthage Social Media Sites must use their City issued email accounts in order to conduct municipal social media operations in a manner that is cybersecurity prudent and more password secure. By operating social media platforms using only

public emails, the City's IT Department is able to better control accounts in the event that a rapid change must be made.

6.14.2 Social Media Administrators and Employees authorized as part of their official duties to post information, make comments, and send messages to the public on a department's Social Media Site must set up the account using the City [department's] name where a user creates a business account in the user's name to facilitate transparency in communications. Accounts established under this provision are City owned accounts and belong to the City of Carthage.

6.14.3 A platform requiring a user to create a business account in the user's name established by an Employee under this policy must:

1. Contain the Employee's name.
2. Be created using the administrator or Employee's City issued email address.
3. Be set up so that the page does not allow "wall posts" or "friending" the Employee.
4. Be used solely for City business in connection with the Employee's department's social media page, and must not allow comments or "friending" the administrator or Employee.
5. The Employee must comply with the provisions of this policy in Section 11.0 (EMPLOYEE OBLIGATIONS AND RESTRICTIONS IN PERSONAL USE OF SOCIAL MEDIA) and provide the required information to the specified officials.

6.14.4 There is no reasonable expectation of privacy associated with the administration of a City of Carthage Social Media Site or an account established under this policy.

6.14.5 All social media interaction involving a City Social Media Site or account may be subject to relevant records retention law and open records statutes.

6.14.6 Upon employee termination, retirement, or other form of separation from employer or change in job duties, account ownership remains the City's and the Employee must take all necessary steps to protect the City's interest in the site or account.

6.14.7 Employees who fail to comply with this Policy, including without limitation the guidelines under Section 6.14 Employee Requirements for the City's Social Media Sites of the Policy are subject to discipline up to and including termination of employment. In addition, the City may sue to enjoin compliance with this Policy and those provisions or for damages.

6.14.8 All Employees must sign a written acknowledgement that they have received, read, understand and agree to comply with this Policy.

6.15 PRIVACY. All users of City of Carthage Social Media Sites are subject to the site's own privacy policy as well as privacy laws applicable to the City. The City has no control over third parties' privacy policies or modifications to such policies.

6.16 DATA OWNERSHIP AND COPYRIGHT POLICY on City of Carthage Social Media Sites/Accounts. The City of Carthage retains the rights to all text, photographs, graphics of any kind and other Content found on City Social Media Sites that was produced by the City. All social media communications or messages composed, sent, or received on City equipment in an official capacity are the property of the City. The

City maintains the sole property rights to any image, video or audio captured while a City Employee is representing the City in any capacity even if disseminated over City Social Media Sites whether the dissemination is authorized or unauthorized unless a release of those property rights has been specifically granted.

6.17 USE OF CITY SEAL OR LOGO. Any use of the City of Carthage Seal or Logo is prohibited without the express written permission of the City.

6.18 Third Party Copyright or other Intellectual Property Interest. Content that violates a legal ownership interest of any party or copyright or other intellectual property should not be posted or submitted in any form without permission of the holder of those rights. Any person redistributing Content subject to a third-party copyright or other intellectual property via the City of Carthage Social Media Sites must adhere to the terms and conditions of the third party intellectual property or copyright holder and upon request of the holder of the copyright or owner of other intellectual property such Content may be removed from the site.

7.0 LIMITATION ON LIABILITY OF CITY.

7.1 The City of Carthage strives to post accurate and relevant Content, but does not guarantee the accuracy of any information posted on City Social Media Sites and assumes no liability for damages resulting from reliance on any inaccuracies.

7.2 The City of Carthage does not warrant that City Social Media Sites will be uninterrupted, permanent or error free.

7.3 The City of Carthage Social Media Sites are not intended to operate as traditional open public forums. When the City opens the site for public comment it does not intend to open the site for any and all purposes but to open the site for limited discussion of only those topics specified by the City on that site. In most instances, sites will be non-public forums, that is, not open to public comment at all, and in other instances, sites may be designated limited public forums and their purpose is only to advance the business purposes of the City on those specific topics.

8.0 Transferring Ownership, Administrative Rights and Responsibilities for a Social Media Site Account.

When the Social Media Administrator or an Employee needs to make a change to the administrators responsible for the City of Carthage Social Media account, the following actions shall occur:

- Notify the City's Social Media Administrator before the change needs to occur. Include whether the change in ownership is to a different administrator or to an entirely different department or board, as applicable, within the City.
- The new administrator shall be given all administrative rights to the social media site/account and the administrator's digital identity.
- Administrative rights for the departing administrator must be revoked immediately when such administrator separates from service or is transferred to a different role.
- Any Employee who improperly uses administrative rights to a City Social Media Site while employed may be disciplined up to and including termination and any person who having left

employment improperly uses administrative rights to a City Social Media Site shall be prosecuted to the fullest extent of the law.

9.0 Deactivating a Social Media Site/Account.

If a decision is made by the City Administrator to deactivate a social media site/account, because it is no longer of use, or accomplishing the goals of the City of Carthage or Department or Board, or otherwise does not comply with City policy, the following actions shall occur:

- Confirm all public records management to preserve content related to the site/account has occurred.
- Set a time-line for deactivating the site.
- Confirm to the City Administrator once the site has been deactivated that the site is completely deactivated.
- Determine whether to protect the site name by keeping it active to prevent use of the City's name for improper purposes and upon a determination that it is necessary to protect the site name take all necessary action to do so.

10.0 USE OF CITY OF CARTHAGE SOCIAL MEDIA SITES IN TIMES OF DISASTER OR EMERGENCY.

In disaster or emergency situations, the Emergency Management Director may assume control of City Social Media Sites to ensure that communications are managed appropriately. The Social Media Administrator either directly or under the direction of the Emergency Management Director must facilitate use of the City's Social Media Sites to ensure timely dissemination of information during the emergency.

11.0 EMPLOYEE OBLIGATIONS AND RESTRICTIONS IN OFFICIAL USE OF CITY OF CARTHAGE SOCIAL MEDIA SITES/ACCOUNTS.

11.1 Employees assigned to work on and maintain City Social Media Sites/Accounts must adhere to the principles and standards articulated in this policy. All such time worked outside the employee's normal work schedule must be reported and included in the employee's regular work week. If an Employee is in a non-exempt position, any work in excess of 40 hours will be paid overtime either as compensatory time or as required by law and City policy.

11.2 City of Carthage resources, work time, social media tools, and a City Employee's official position must not be used for personal profit, private gain or loss, or business interests or to participate in political activity.

11.3 An Employee's use of City resources or equipment, including the Internet or City Social Media Sites is not private and an Employee has no expectation of privacy while using the Internet or the City Social Media Site. An Employee's use may be investigated and monitored at any time.

11.4 Employees shall protect all confidential and exempt information, including all sensitive information relating to City business, its Employees or residents, as required by law or policy.

12.0 EMPLOYEE OBLIGATIONS AND RESTRICTIONS IN PERSONAL USE OF SOCIAL MEDIA.

12.1 Preamble. The City of Carthage recognizes that many City Employees use Social Media tools such as Facebook in their personal lives. Therefore, this policy provides guidelines for City Employees when they communicate on Social Media sites as a private party where doing so may be considered a violation of their rights of free speech, and requires Employees when they are speaking as private party to clearly communicate their status in doing so and do not violate laws and rules of employment designed to protect and maintain the stability and integrity of the workplace, to protect confidential information, to adhere to the rules of ethics, public records laws and open meeting law requirements among other compelling governmental interests.

12.2 Personal or non-official use of social media is the day-to day use of social media sites by employees that is not related to official duties. Consistent with the City's policies on use of the City's telephone and email systems, incidental and occasional personal use of social media is permitted during work hours provided it is very limited in duration and does not have a detrimental effect on employee productivity.

12.3 Prohibition on using personal and business accounts tied to City of Carthage. Personal or private business venture social media account names must not be tied to or connected with the City of Carthage.

12.4 If commenting on City business in their personal capacity, Employees must use a disclaimer, which establishes that their comments represent their own opinions and do not represent those of the City of Carthage.

12.5 Employees must not attribute personal statements or opinions to the City of Carthage when engaging in private blogging or postings on social media sites and if through their identification or posts any confusion as to whether their statements might be attributable to the City they must clarify that their posts are their own and not those of the City. Where confusion or doubt is likely to arise regarding the personal nature of social media activities, an employee must include a disclaimer clarifying that the social media communications reflect only the employee's personal views and do not necessarily represent the views of the City or the employee's department or board or agency, as applicable. A clear and conspicuous disclaimer will usually be sufficient to dispel any confusion that may arise.

12.6 Employees must not use their City of Carthage email account or password in conjunction with a personal social networking site.

12.7 Use of Non-Public Information: Employees must not use nonpublic information to further their own private interest (gain or loss) or that of another, whether by engaging in financial transactions using such information, through advice or recommendation, or through unauthorized disclosure. Further, Employees shall not make intentional, or careless or unintentional disclosures of non-public information, unless the disclosure is authorized by law. Unauthorized disclosures can include, but are not limited to, the unauthorized dissemination of confidential, proprietary or privileged information

12.8 Personal Use of Social Media. The City of Carthage respects its Employees' private rights to post and maintain personal websites, blogs and social media pages and to use and enjoy social media on their own personal devices during non-work hours. The following guidelines apply to personal communications using various forms of social media:

- a. The City of Carthage expects its Employees to be truthful, courteous, and respectful toward supervisors, co-workers, residents, customers, and other persons or entities associated with or

doing business with the City of Carthage. When a person can be identified as a City Employee or Agent, those Employees and Agents must not engage in name-calling or personal attacks or other such demeaning behavior if the conduct would adversely affect their duties or workplace for the City. This Section and its limitations apply when the action of the Employee adversely affects the Employee's work, job duties or ability to function in the Employee's position or creates a hostile work environment.

b. Employees and Agents and others affiliated with the City of Carthage must not use a City brand, logo or other City identifiers on their personal sites, nor post information that purports to be the position of the City without prior authorization.

c. Employees and Agents are discouraged from identifying themselves as City of Carthage employees when responding to or commenting on blogs with personal opinions or views. Employees must not use their City title when engaging in personal use of social media. If an employee chooses to identify him or herself as a City of Carthage employee, and posts a statement on a matter related to City business, a disclaimer similar to the following must be used: "These are my own opinions and do not necessarily represent those of the City of Carthage."

d. Each situation will be evaluated on a case-by-case basis because the laws in this area are evolving. Employees are encouraged to discuss types of activities that might result in discipline with the Human Resources Department.

13.0 Violation of Policy by Employees.

Violations of this Policy are considered misconduct and may result in discipline up to and including indefinite suspension or termination as authorized or permitted by law or policy.

14.0 Violation of Policy by Members of City Council, Boards, Committees, Commissions or Agencies.

Violations of the policy by members of the City council, its boards, committees, commissions or agencies may be deemed acts of malfeasance and cause for sanctions including removal from office, as appropriate, authorized or permitted by law or policy. In addition, the City may seek other appropriate relief including damages or an injunction to enforce compliance.

RESOLUTION NO. 1934

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF ENGAGEMENT FOR PROFESSIONAL LEGAL SERVICES WITH LAUBER MUNICIPAL LAW, LLC FOR THE PURPOSE OF CREATING AND CONDUCTING SOCIAL MEDIA TRAINING FOR THE CITY.

WHEREAS, the City of Carthage, Missouri wishes to enter into an agreement with Lauber Municipal Law, LLC, for the purpose of creating and conducting social media training for the City; and

WHEREAS, the City has received an Engagement Letter from Lauber Municipal Law, LLC concerning professional services for the purpose of creating and conducting social media training for the City, attached hereto and incorporated herein by reference.

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

The City Council of the City of Carthage hereby authorizes the Mayor to sign the Engagement Letter from Lauber Municipal Law, LLC, for the purpose of creating and conducting social media training for the City, attached hereto and incorporated herein as if set out in full.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

July 1, 2021

Hon. Dan Rife
Mayor
City of Carthage
326 Grant
Carthage, MO 64836

Re: Special Counsel Legal Services – Social Media Training

Dear Mayor Rife:

I am pleased to submit this engagement letter for Lauber Municipal Law, LLC (the "Firm"), to serve as special counsel to the City of Carthage (the "City") for the purpose of creating and conducting social media training for the City (the "Matter"). I am submitting this letter to you to serve as the written agreement for the Firm's engagement to provide legal services concerning the Matter. We look forward to serving as special counsel for this engagement.

The City will be our client for this engagement and I will be primarily responsible for the engagement on behalf of the Firm; however, other experienced municipal attorneys may also provide services depending on the specific project. The scope of this engagement will be limited to the provision of legal services for the Matter described above unless otherwise directed by you. The Firm's fees for this engagement will be based upon and billed at an hourly rate, at one-tenth of an hour increments, for the actual time devoted to it. The hourly rate for all attorneys for the Matter is \$215 per hour.

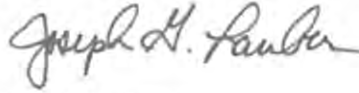
The enclosed Additional Terms of Engagement shall govern the relationship unless otherwise agreed in this engagement letter, but please note the following:

- We will not charge the City for facsimiles;
- We will not charge the City for long-distance telephone charges (including facsimiles);
- We will not charge the City for in-house photocopies which do not exceed 100 copies in a month;
- We do not charge for regular mail; and
- If travel to Carthage is necessary, we will not charge the City for travel for the first half hour from our office to and from City Hall for City business.

If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact me at your convenience to discuss the matter. Our engagement as special counsel for the City on the Matter will be effective upon our receipt of a signed copy of this agreement (by e-mail or mail). Thank you for choosing Lauber Municipal Law, LLC, to provide these important legal services to the City.

Sincerely,

LAUBER MUNICIPAL LAW, LLC



Joseph G. Lauber

Enclosure

ACCEPTED AND AGREED:

(signature)

(date)

Name: _____

Title: _____

City of Carthage, Missouri



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, LLC (the "Firm"), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee's Summit and Jefferson City. The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with me). We encourage you to discuss these practices with us whenever you have questions during this engagement.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties. These documents are intended to supersede all prior documents related to the same matter.

Expectations. Upon hiring the Firm, you have put at your disposal the resources of multiple attorneys who practice municipal law exclusively; in essence, you have hired a full law department. To serve the needs of all our municipal clients quickly and efficiently, it is our business practice to attempt to acknowledge all calls and e-mails within one business day of when they were received. We prefer that you contact us via e-mail or calls to our office at (816) 525-7881. Text messages or calls to our cell phones are not as easy to track and should be limited to emergency matters or other matters requiring immediate attention. Text messages or calls to our cell phones should not be used to communicate general requests for work to be completed. Messages received after 5:30 p.m. will be treated as though received on the following business day. We will make every effort to complete assignments communicated to us using appropriate channels within five business days. If a situation exists that requires a more immediate response or completion date, be sure to communicate this at the time you contact us regarding the matter. Please be sure to allow our attorneys adequate time to review documents and provide solutions prior to your meeting packet deadlines.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of the Board of Aldermen.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services monthly. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon presentation and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the Firm reserves the right at its sole discretion to elect to charge a reasonable late fee or to terminate its services, or both, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment, or less frequently at the sole discretion of the Firm, with written notice of at least thirty days.

Client Disbursements. Some matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some “client disbursements” represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items more than \$250, such as expert witness fees, the costs of deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After Lauber Municipal Law, LLC’s services conclude, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of six years after the matter is closed. If you do not request delivery of the file before the end of the six-year period the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may request delivery of the file.

Disbursements and Other Charges. We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.12 per page (or the Firm’s cost, whichever is less) but only for each page over 100 in number. If the need for an outside copying job (e.g., Kinko’s) arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm’s service agreement with LexisNexis or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm’s actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. We will not charge the City for travel for the first half hour from our office to and from City Hall for City business.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to me.

RESOLUTION NO. 1935

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

WHEREAS, the City of Carthage has, by ordinance, adopted its Annual Operating and Capital budget for the fiscal year ending June 30, 2022; and

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

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

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

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

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

That the City Council hereby authorizes a supplemental appropriation of funds from the City's Annual Operating and Capital budget for the fiscal year ending June 30, 2022 as follows, and directs a budget adjustment ordinance be prepared and submitted to the Council for future action:

1. **Fire Protection Tax Fund;** to reflect a supplemental appropriation not to exceed \$140,000, to the **Capital Projects** line item for (Carry-Over Brush Truck, \$85,000) and (Carry-Over Furnishings, for Station #2, \$55,000) from the unallocated and undesignated and unallocated fund balance.
2. **General Fund;** to reflect a supplemental appropriation not to exceed \$140,426 to, a.) the **CMA Department, Main Street** line item in an amount not to exceed \$25,000 for the approved Agreement with Vision Carthage; b.) an amount not to exceed \$99,426 to the **Capital Improvements Department, Capital** line item for CivicPlus website software; and c.) the **Police Department, Computer Services** line item for the outstanding Omnigo bill of \$16,000 from the unallocated and undesignated and unallocated fund balance.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

RESOLUTION NO. 1936

**A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A
DONATION TO THE CITY OF CARTHAGE'S POLICE DEPARTMENT BY THE
CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY
POLICY.**

WHEREAS, periodically, private individuals and agencies would like to make donations and grants to the City of Carthage for general or specific purposes; and

WHEREAS, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting said donations and grants, and to assist the City Council in evaluating the impact of proposed donations and grants on the resources of the City of Carthage; and

WHEREAS, This policy also establishes guidelines that ensure donations occur at arm's length from any City decision-making process, and provide criteria and process for the acceptance of donations; and

WHEREAS, The City Administrator's Office has prepared and submitted a report evaluating the impact of the proposed donations or grants on the resources of the City.

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

That the City of Carthage, Missouri accepts a donation of \$7,200 from the Ozarks Drug Enforcement Team in recognition of Chad Allison's role of Task Force Commander, to be used exclusively for salary and benefits of Chad Allison in the City's Police Department.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

OZARKS DRUG ENFORCEMENT TEAM

211 West Broadway • Webb City, MO 64870
P: 417-624-9365 • F: 417-782-0786



July 9, 2021

To whom it may concern,

On June 15, 2021, the ODET Board agreed unanimously that the task force commander, Chad Allison, should receive pay that is in line with what his peers with similar responsibilities would make. As such, it was decided that his pay should increase \$7,200 per year and that ODET would reimburse the city of Carthage \$600 per month (\$7,200/year).

A handwritten signature in black ink, appearing to read "Randee Kaiser".

Randee Kaiser
Jasper County Sheriff
Board Chair, Ozark Drug Enforcement Team

CITY ADMINISTRATOR'S OFFICE DONATION REPORT:

The City Administrator shall prepare a report evaluating the impact of all proposed donations or grants on the resources of the City. This report must include both the immediate costs of placing said donation into service or program into action and the costs required to maintain or continue the program in future budget years. Such costs may include analysis of annual personnel, repair and maintenance and equipment expenditures and any future capital improvements required by the donation. The report must be submitted to Council at the same time acceptance of the donation or grant is to be considered. If additional operating costs are associated with the acceptance of the donation, the Council shall identify the source of revenues to defray the additional costs at the time of acceptance.

There will be no adverse impact of acceptance of the cash contributions. The Budget Ways & Means Committee will meet to determine a recommendation on the appropriation of these funds. It is recommended that the funds be placed in the General Revenue Fund budget pending Budget Ways & Means Committee recommendations for City Council action regarding appropriations of said funds.

***MINUTES
STANDING
COMMITTEES***

City of Carthage



Public Safety Committee – Minutes

Meeting Date June 21, 2021

Meeting Location: City Hall

Call to Order: Chairman Barlow

Time Called to Order: 5:30pm

Attendance:

Chairman Barlow, Councilman Harrison, Councilman Snow, Councilman Thompson, Chief Dagnan, Chief Williams, Morgan Housh, Craig Diggs, Abi Almandinger, Ceri Otero, April Ford

OLD BUSINESS

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

CITIZEN PARTICIPATION

1. April Ford from the Jasper County Emergency Services 9-1-1 Board spoke with the committee on proposed improved funding for 9-1-1, which will be on the August 3, 2021 election ballot. The ballot initiative would raise the sales tax rate from 1/10th of 1% to 1/4th of 1% for the purposes of improving 9-1-1 and communications in Jasper County for all citizens and public safety. No motion was needed.
2. Abi Almandinger updated the committee on the light tunnel that had been discussed last meeting. They have decided to not make this a permanent structure but a temporary structure during certain months of the year.

NEW BUSINESS

1. Chief Dagnan spoke with the committee on the Forth of July Bell Air Parade. This parade has been canceled for the year. No motion was needed.
2. Staff reports
 - Fire Department
 - Williams updated the Committee on budgets
 - Williams updated the Committee on the TNT battery operated tools. The tools have been received and in service.
 - Williams updated the Committee on the COVID-19 numbers
 - Williams updated the Committee on the 4th of July celebration.

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

- Police
 - Dagnan updated the Committee on the lime scooters
 - Dagnan updated the Committee one the Use Tax
 - Dagnan updated the Committee succession plan for the Police Department.
 1. 6-9 month transition with Chief Dagnan moving into the Assistant City Administer position.

Councilman Harrison made a motion to adjourn. Motion passed.

Next Meeting Date: July 19, 2021

Next Meeting Location: City Hall

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

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, JUNE 22, 2021
5:00 p.m.

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

OTHER COUNCIL MEMBERS: Mayor Dan Rife and Ed Barlow

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, Police Chief Greg Dagnan, Parks & Recreation Direct Mark Peterson, HR Coordinator Michael Miller and Abi Almandinger.

Chair Ceri Otero called the meeting to order at 5:00 P.M.

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** On a motion by Mr. Diggs, the minutes of the June 8, 2021 meeting were approved 3-0.
2. **Review and approval of the Claims Report:** The Committee discussed items regarding the Claims Report. Mr. Armstrong moved to approve the claims. Motion carried 3-0.

NEW BUSINESS:

1. **Consider and Discuss Social Media Policy.**

HR Coordinator Michael Miller presented the Social Media Policy. Mr. Miller discussed how the Missouri Sunshine Law affects posts on social media, including its effects on council member posts. Due to the Communications Contract with CVB, Callie Myers will act as the Social Media Administrator. Mr. Armstrong moved to forward the policy to council for approval. Motion carried.

2. **Staff Reports:** Ms. Cox reported on funds for the Carthage Public Library that had been moved from MOSIP to two CD's at Guaranty Bank for \$325,000.00 each. Mr. Short reported on a statement received from MML that Missouri has not requested the ARPA funds at this time.

ADJOURNMENT: Mr. Diggs made a motion to adjourn at 5:30 PM. Motion carried 3-0.

Traci Cox

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

CARTHAGE CIVIL WAR MUSEUM ADVISORY BOARD MEETING 5-20-21

Members present:

Melanie Blizzard (museum mgr.)

Steve Cottrell (board secretary & museum attendant)

Gary Hansford

Garry Keene

Steve Weldon

Guests:

Mark Peterson (director of Carthage Parks & Recreation)

Callie Myers (director of Carthage CVB)

David Armstrong (liaison for Carthage City Council)

Meeting was called to order approximately 5:30 pm at the museum.

- 1) Members and guests were given a brief tour of the museum by Steve Cottrell. The tour highlighted newly acquired relics, both those donated and those on loan. Members and guests were enthusiastic about the fine collection and the professional look of the museum displays. Also highlighted the recent addition of several display cases and helpful items received from the Powers Museum. Discussion ensued concerning the idea of reviewing and updating records of all items donated and on loan to ensure everything is up to date. All agreed that is a good idea and steps will be taken to do so. Mark Peterson mentioned that it would be a good idea also to determine an approximate money value of each relic. It was generally agreed that this also was another positive action item for moving forward.
- 2) Garry Keene reported on plans for a major reenactment event that is on schedule for the third weekend of May, 2022 (next year). There was a general discussion concerning various ideas for the museum, city, and CVB to assist in the effort. Future action will be taken.
- 3) David Armstrong initiated a discussion concerning merchandise sold at the museum's souvenir area. He cautioned that all items should be "apolitical" and appropriate for the war era locally. Specifically, the validity of one of the Confederate battle flags for sale was called into question. Garry Keene pointed out that the public easily recognizes the banner as an emblem of the rough old days of the war. Melanie Blizzard pointed out that souvenir items with that particular flag design are top sellers with customers. Steve Cottrell agreed that the particular flag in question was not present at the Battle of Carthage but there is strong evidence that the banner was flown through our area later in the war by Gen. JO Shelby's Confederate Cavalry detachments, even perhaps more than once. Armstrong agreed that more research could be done, however he expressed concern that the bumper stickers for sale at the museum were definitely inappropriate since they seemed to promote political action as well as some questionable social

ideas. More discussion followed. It was generally agreed that it was a reasonable request to discontinue sales of the bumper stickers and steps would be taken to do so.

The meeting was adjourned at approximately 7:30 pm.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Steve Cottrell". The signature is written in a cursive, flowing style.

Steve Cottrell

Board Secretary

***AGENDAS
STANDING
COMMITTEES***

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE

July 6, 2021

5:30 PM
CITY HALL

326 GRANT STREET
2ND FLOOR CONFERENCE ROOM

-- AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

None.

NEW BUSINESS

1. Consider and discuss changes to Section 2-60 of the City of Carthage Code, Functions of the Public Works Committee.
2. Consider and discuss the 2009 City of Carthage Comprehensive Plan

OTHER BUSINESS

1. None.

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: 7/01/2021

BY: Zeb Carney

--NOTICE OF MEETING--
BUDGET WAYS & MEANS COMMITTEE
MONDAY, JULY 12, 2021
5:30 P.M.
COUNCIL CHAMBERS, CITY HALL
326 GRANT ST., CARTHAGE, MISSOURI
--TENTATIVE AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZENS PARTICIPATION

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

NEW BUSINESS

1. Report: Update from Use Tax Committee.
2. Consider and discuss Council Bill approving a Master Agreement and Statement of Work (SOW) with the City of Carthage and Civic Plus for government website design solutions.
3. Consider and discuss a Resolution Amending the 2021 - 2022 Annual Operating and Capital Budget for the City of Carthage.
4. Consider and discuss Special Counsel Legal Services (Engagement letter) – Social Media Training.
5. Staff Reports.
6. Other Business.

ADJOURNMENT

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

POSTED: _____

BY: _____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

July 13, 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

Citizens Participation

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

New Business

1. Consider and Discuss Resolution for acceptance of donation from Ozarks Drug Enforcement Team.
2. Staff Reports

Adjournment

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

Posted: _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

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 29, 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
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED JUNE 25, 2021 AT 4:00 P.M.

(RSMO 610.020)

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA

JULY 6, 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
 - **Approve CARES Act Grant Applications**
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED JULY 2, 2021 AT 4:00 P.M.

(RSMO 610.020)

CITY OF CARTHAGE

Planning, Zoning, and Historic
Preservation Commission

AGENDA

Date of Meeting: 7/8/2021

Place: City Hall Chambers
326 Grant St.

Time: 5:30 pm



To Consider the following items:

1. Requested by:

Request type:

Project Location:

Reason for Hearing:

**NOTICE:
DUE TO LACK OF BUSINESS
MEETING IS CANCELLED**

Commission Members:

Voting Members:	Chairman	Harry Rogers	1350 S Main St	417-358-4527
	Vice Chairman	Abi Almandinger	1220 S Main	417-793-6589
	Secretary	Bill Barksdale	1314 S Garrison	417-388-2464
	Member	Mark Elliff	1511 Grand	417-358-3613
	Member	Jim Hunter	1514 S River	417-850-5355
	Member	Vacant	Vacant	Vacant
	Member	Jim Swatsenbarg	601 Howard	417-358-1690

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

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

CARTHAGE TREE BOARD

TUESDAY July 20, 2021

4:00 P.M.

CARTHAGE PARK DEPARTMENT

AGENDA

1. Consider and Discuss Food Truck Friday August Event.

ADJOURNMENT

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

POSTED:

BY:

CITY OF CARTHAGE

Zoning Board of Adjustment

AGENDA

Date of Meeting: 7/22/2021

Place: City Hall Chambers
326 Grant St.

Time: 5:30 pm



To Consider the following items:

1. Requested by: Christopher & Sara Melson

Request type: Variance

Project Location: 1304 Glenwood Place

Reason for Hearing: Consider a request for a Variance in relation to privacy fence placement.

2. Requested by:

Request type:

Project Location:

Reason for Hearing:

3. Requested by:

Request type:

Project Location:

Reason for Hearing:

4. Requested by:

Request type:

Project Location:

Reason for Hearing:

5. Requested by:

Request type:

Project Location:

Reason for Hearing:

Board Members:	HJ Johnson	330 Lyon	417-358-5174
	Bonham Oney	1431 S Grand	417-358-5013
	Bill Barksdale	1314 S Garrison	417-358-3793
	Jim Swatsenbarg	601 Howard	417-358-1690
	Jerry Poston	1601 S Garrison	417-358-5052

Staff:	City Administrator	Tom Short	City Hall	417-237-7003
	Public Works Director	Zeb Carney	Public Works Department	417-237-7010

CORRESPONDENCE

Tom Short

From: Kevin Kinsey
Sent: Thursday, July 8, 2021 3:31 PM
To: All Police; All Fire; Zeb Carney; Julie Tilley; Bill Jo Smith; Shaun Smith; Gary Sheets; Tim Hill; Travis Conway; Mark Peterson; Brian Bradley; Kailey Williams; Aaron Borland; Melanie Blizzard; Tom Short; Traci Cox; Stacey Anderson; Michael Miller; Crystal Merick; Kellie Turner; Jessica Baugh
Cc: Michael Keith
Subject: "PrintNightmare" response and printing on our networks

EXECUTIVE SUMMARY: Microsoft has acknowledged one or more vulnerabilities in the Print Spooler subsystem of all Windows versions. We have turned off the ability of City computers to accept remote print jobs as a result.

The attack, which some believe to have been a zero-day attack, is known as "PrintNightmare". While the main focus is on servers administering Active Directory, indications are that in some organizations **every** computer may be vulnerable.

Microsoft has released an "out-of-band" (e.g. ahead of regular schedule) patch for this/these vulnerabilities. Until this patch can be installed on all our workstations and servers we have disabled the ability to remote print, as Microsoft has recommended (see references below).

If your printer connection is to another computer (e.g. you are printing to a "shared printer" on the network), this might cause you to be unable to print documents. The majority of systems in the City do NOT print via another computer, but print directly via the printer's network address or UNC path.

If you encounter print issues after the date of this email, they might be related to this mitigation; however, as stated above, we believe most of you will not be affected by this mitigation strategy.

Please let us know if you are unable to print at this point.

Kevin D. Kinsey
IT Administrator
City of Carthage, MO



417-237-7000, ext. HELP (4357)
City LAN Users: <http://it.carthagemo.gov>

References:

<https://msrc.microsoft.com/update-guide/vulnerability/CVE-2021-34527>
[PrintNightmare 0-day can be used to take over Windows domain controllers - Malwarebytes Labs | Malwarebytes Labs](#)
[KB5005010: Restricting installation of new printer drivers after applying the July 6, 2021 updates \(microsoft.com\)](#)

INTER

OFFICE

MEMO

To: Mayor & Council
From: Tom Short
Subject: Complaint/Council Meeting
Date: July 8, 2021

At our Staff meeting Tuesday, it was reported that complainant(s) regarding a previous vicious dog incident from 2020, was/were still planning on coming to the Council (7 13 21) meeting to discuss the situation. The Police Department had met with them about the incident and their concerns, but they still indicated they were planning on attending the Council meeting to express their concerns.

Included are a letter (Service of Declaration) from Animal Control, which was reviewed/prepared by the City Attorney and the current Ordinance regarding **Vicious Dogs**. You may recall that the ordinance was revised in March 2020.

This information is provided so the Council is more prepared if the complainant(s) show up at the meeting.

If you need anything else, please let me know.

Tom

Tom Short, City Administrator

Copies:
Bill Hawkins; Police Department



CITY OF
CARTHAGE
MAPLE LEAF CITY *Missouri*

City Ordinance 4-20: Vicious Dogs

Service of Declaration

Case Number: 19-04309

Owner/Keeper/Harborer

Name: Eugene and Janet Deal

Address: 1717 South River Street Carthage, MO

Current location of the dog: 1717 South River Street Carthage, MO

Description of the dog: Rottweiler

Facts upon which the declaration is based:

Mr. and Mrs. Deal,

On June 11, 2020, a guilty plea was entered in Case 19-04309, Citation 190187831, harboring a vicious dog. Under Section 4-20 of the Carthage Code, it is illegal to harbor a vicious dog. Under the Code at the time there were no provisions to keep a vicious dog inside the city once there was a finding of guilt and therefore every day you have continued to harbor the vicious dog is and was a violation of City Code. The City in Council Bill No. 21-14 adopted the current Section 4-20 Vicious Dog, which provides a possible mechanism to keep the animal within the City under certain conditions (see attached city ordinance). The prior court conviction indicates that your dog has acted in a manner that causes it to fall within the definition of a dangerous dog. Therefore, I am issuing you this Service of Declaration for a Vicious Dog. You have five (5) days to reply in writing to contest this Declaration. Make the written request, bring it to the Animal Control Officer at the Carthage Police Department, and a court date will be set for a hearing in front of the Municipal Judge. If no reply is received, you will have 30 days to register the vicious dog and obtain a city vicious dog license. Penalties for violation of the vicious dog restrictions include a minimum fine of \$250.00 and possible destruction of the animal.

If you have any questions regarding this matter, please contact the Carthage Police Department at 417-237-7200.

Thank you for your cooperation,

AJ Musche
Animal Control Officer #234

An Ordinance to amend Section 4-20 Vicious Dog, of the Carthage Code by replacing with 4-20 Dangerous Dogs, in the City of Carthage Missouri.

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

SECTION I: Section 4-20 of the Carthage Code is hereby repealed and replaced with the following Chapter 4 Section 20 Dangerous Dogs:

Sec 4-20 Dangerous Dogs

(A) Definitions as applied to Section 4-20:

- 1) Potentially dangerous dog means a dog that when unprovoked:
 - Has inflicted a bite on a human being or domestic animal or other animal protected under federal, state or local rules, either on public or private property; or
 - Has chased or approached a person upon a street or a public grounds in a menacing fashion or apparent attitude of attack, or
 - Is a dog with a known propensity, tendency, or disposition to attack without provocation, or
 - Has caused injury or otherwise threatened the safety of humans, domestic animals, or other animals protected under federal, state or local rules; or,
- 2) Dangerous dog means a dog that been declared a dangerous dog under this section and said declaration has become final.
- 3) Primary enclosure means any enclosed structure used to immediately restrict an animal to a limited amount of space, such as a room, pen, run, cage,
- 4) Secure enclosure to confine the dog means:
 - i) A securely confined indoor area of the owner's or keeper's premises, or
 - ii) a securely enclosed and locked pen, kennel or other exterior structure on the premises, suitable to prevent the entry of young children or human extremities; and,
 - iii) designed to prevent a dangerous dog from escaping; and,
 - iv) A pen, kennel or other structure having secure sides and a secure top, and providing adequate shelter from the elements for the dog; and,
 - v) If a pen, kennel or structure has no bottom secured to the sides, the sides are embedded not less than two feet into the ground; and,
 - vi) Doors, windows or other openings enclosed solely by wire or mesh screening shall not be considered a proper enclosure as defined in this subsection.
- 5) Provocation means taunting, teasing, knowingly causing undue pain, or unlawfully entering upon or into the property of the owner or keeper.

- 6) Owner, Keeper, Harboring means, one who provides feed or shelter to an animal for three (3) or more consecutive days, or a person who keeps an animal, or a person who professes to be owning, keeping or harboring an animal, or person providing temporary care and control of an animal no matter how brief.

(B) *Registration and licensure required.*

- 1) No person shall own, keep, harbor or allow to be upon any premises occupied by him or her or under his or her charge or control a dog or dangerous dog without first having obtained a certificate of registration and a license within 30 days of the date of declaration provided for by this section.
 - *Issuance of certificate of registration.* A certificate of registration for a and a dangerous dog shall be issued by the city upon a showing of compliance with all of the following:
 - *Secure Enclosure.* Placement of a proper enclosure on the owner's or keeper's property to confine the dog; and,
 - *Notice.* A conspicuous notice, which shall be at least two feet by three feet, posted at the place of confinement stating "Dangerous Dog," in at least two-inch block letters, so as to warn the public of the nature of the dog therein confined; and,
 - *Insurance.* For a dangerous dog, a surety bond issued by a surety company authorized to do business in the state in a sum of not less than \$100,000.00 payable to a person injured by the dog or a policy of liability insurance issued by an insurer authorized to do business in the state in an amount not less than \$100,000.00 insuring the owner or keeper for personal injuries inflicted by the dog; or, for a dangerous dog, a surety bond issued by a surety company authorized to do business in the state in a sum of not less than \$250,000.00 payable to a person injured by the dog or a policy of liability insurance issued by an insurer authorized to do business in the state in an amount not less than \$250,000.00 insuring the owner or keeper for personal injuries inflicted by the dog. An insurance policy issued to satisfy the insurance requirements of this section shall provide for written notice to the city within 30 days of cancellation, reduction of limits, or termination of coverage; and
 - *Microchip.* That a microchip has been placed into the dog by animal health and public safety for the purpose of registering such dog with animal health and public safety. The microchip shall contain the owner's, keeper's or harboring's animal health and animal control officer generated and assigned "dangerous dog registration number" and such other information as required pursuant to the rules and regulations of animal health and public safety. Animal health and public safety shall keep records of the microchip placement and of the registration number.
2. This section on registration does not apply when using a dog as a guard dog or when a commissioned officer is using a dog for law enforcement or when a dog is being held in quarantine pursuant to law by a licensed veterinarian,

(C) *Declaration.* The Animal Control Officer may declare an animal a dangerous dog if he/she has probable cause to believe that the animal falls within the definition set forth in this chapter.

1. *Probable cause to declare.* For the purposes of this section, probable cause includes:
 - A prior court conviction that indicates the dog has acted in a manner causing it to fall within the definition of a dangerous dog; or
 - Actions of the dog witnessed by any animal control officer or law enforcement officer; or

- A verified report that the animal previously has been found to a dangerous dog or a dangerous dog by any animal control authority; or
 - Other substantial evidence admissible in a court of law.
 - *Service of declaration.* The declaration shall be in writing, and shall be served on the owner or keeper either by regular United States mail to the owner's, keeper's or harborer's last known address or by personal service.
2. *Contents of declaration.* The declaration shall state at least:
- A description of the animal; and,
 - The name and address of the owner, keeper or harborer of the animal, if known; if there is no last known address notice shall be posted at city hall and,
 - The whereabouts of the animal if it is not in the custody of the owner, keeper or harborer; and,
 - The facts upon which the declaration is based; and,
 - The availability of a hearing in case the person objects to the declaration, if a request is made in writing within five days of the date of receipt or posting of the declaration; and,
 - The restrictions placed on the animal as a result of the declaration; and
 - The penalties for violation of the restrictions, including the possibility of the destruction of the animal, and imprisonment or fining of the owner, keeper or harborer.
3. *Appeal of declaration.* The owner, keeper or harborer may, within five days of receipt of the declaration, file a written request for a hearing. The request must be sent to the Animal Control Officer. The appeal will be heard by the City Judge. Following a decision pursuant to this subsection, the owner, keeper or harborer shall be considered to have exhausted such owner's, keeper's or harborer's administrative appeal. If the City Judge finds that there is insufficient evidence to support the declaration, it shall be rescinded, and the restrictions imposed thereby annulled. If the City Judge, director or hearing officer finds sufficient evidence to support the declaration then it shall be affirmed.
- (D) *Licensure.* The owner, keeper or harborer of a dangerous dog shall obtain a license from the Animal Control Officer for any such dog.
- (E) *Licensure fees.* The owner, keeper or harborer shall pay the fee for a dangerous dog license in the amount set forth in this subsection. In addition, the owner, keeper or harborer of such dog shall pay an annual renewal fee for such license in the amount set forth in this subsection. Annual renewal of any license shall be conditioned on compliance with the requirements of this chapter. Animal Control Officer is authorized to pro rate the license fee for the remainder of the first year during which an animal becomes subject to the registration requirements of this subsection.
- (F) *Licensure information.* The owner, keeper or harborer of a dog that is subject to a dangerous dog license shall furnish the following information along with the appropriate license fee:
1. The animal's age, weight, coloring, breed, and any other special identifying characteristics; and
 2. Two 3" x 5" color photographs of the animal; and
 3. Proof of current rabies vaccination for the animal; and
 4. For dangerous dogs, a certification under penalty of perjury that the animal has not been previously found to be a dangerous dog; or, for dangerous dogs, a certification under penalty of perjury that the animal has not been removed from another jurisdiction to avoid any penalties arising from the animal's previous status.
 5. *Fee amounts.* The license fee for each dangerous dog to be licensed pursuant to this subsection is \$250.00. The annual renewal fee for each dangerous dog licensed pursuant to this subsection is \$50.00.

- (G) Violations, impoundment and exemptions for dangerous dogs.
1. Confinement and posting, violation. An owner, keeper or harbinger of a dangerous dog who fails to comply with the requirements of this subsection related to confinement in a proper enclosure or posting of warning notices shall be guilty of a violation of this chapter.
 2. Noncompliance violation, dangerous dog. An owner, keeper or harbinger of a potentially dangerous dog who fails to obtain a license and certificate of registration, or renewal, for such dog as required in this subsection shall be guilty of a violation of this chapter; provided, however, that no prosecution shall be commenced until five days have elapsed from the date such owner, keeper or harbinger is notified by Animal Control Officer that such license or renewal for such dangerous dog is required, or until any appeal has been completed, whichever is later.
- (H) Noncompliance violation, dangerous dog. An owner, keeper or harbinger of a dangerous dog who fails to obtain a license and certificate of registration, or renewal, for such dog as required in this subsection shall be guilty of a violation of this chapter.
- (I) Restraint and muzzling, violation. An owner, keeper or harbinger of a dangerous dog or a dangerous dog shall not allow such animal to be outside the proper enclosure, unless the dog is muzzled and restrained by a substantial leash not longer than 48 inches and under the physical control of a person 18 years of age or older who is capable of restraining such animal. The muzzle shall be constructed so that it will not cause injury to the dog or interfere with its vision or respiration. Such muzzle shall be constructed so that it will prevent the dog from biting any person or animal. Such dogs shall not be leashed or otherwise tied tethered to inanimate objects, such as trees, posts, buildings, mail boxes, , and the like. Dogs subject to the provisions of this subsection shall wear a bright orange collar not less than two inches in width, at all times.
- (J) Age, violation. It is a violation of this chapter for any person under the age of 18 years to own, keep or harbor a potentially dangerous or dangerous dog within the city limits.
- (K) Number of dogs allowed, violation. It is a violation of this chapter for any person to own, keep or harbor more than one dangerous dog within the city limits.
- (L) Transfer of dogs, violation. It is a violation of this chapter to transfer ownership or possession of a dangerous dog or dangerous dog within the city limits unless the recipient has complied with the registration and licensing requirements of this subsection for such animal.
- (M) Failure to report injury, violation. It is a violation of this chapter for the owner, keeper or harbinger of any animal which is subject to the licensing requirements of this subsection to fail to report any bites or injuries suffered by any person or domestic animal as a result of an attack incident or other contact with such animal, regardless of the geographical location where such attack, incident or other contact occurs.
- (N) Noncompliance, impoundment. Any dangerous dog, for which a license and certificate of registration, or renewal, has not been obtained by its owner, keeper or harbinger pursuant to this subsection, is subject to being impounded by the Animal Control Officer. The owner, keeper or harbinger of any dangerous dog or dangerous dog so impounded shall be subject to any impoundment fees. Any potentially dangerous dog or dangerous dog which is impounded due to the failure of the owner, keeper or harbinger of such dog to obtain the required license or certificate of registration, and which remains impounded for a period of at least five days due to the failure of the owner, keeper or harbinger to obtain such license or certificate of registration, or renewal, may be destroyed in an expeditious and humane manner by Animal Control Officer.
- (O) Impoundment, immediate. The Animal Control Officer may immediately impound a dangerous dog or dangerous dog if:
1. The dog is not validly licensed or registered pursuant to this subsection; or
 2. The owner, keeper or harbinger does not secure or maintain the surety bond or liability insurance coverage required pursuant to this subsection; or
 3. The dog is not maintained in a proper enclosure; or

4. The dog is outside of the dwelling of the owner or keeper, or outside of the proper enclosure, and not muzzled and under proper physical restraint by the responsible person; or
 5. The dog is otherwise in violation of the licensure or registration provisions of this subsection.
- (P) Redemption and Euthanasia: The owner, keeper or harbinger of any dog immediately impounded pursuant to this subsection may redeem such dog from Animal Control Officer only upon proof of a valid license and registration pursuant to this subsection and payment of all applicable fees each day such dog has been in the control of the supervisor, provided however, that in the event the owner, keeper or harbinger has not redeemed such dog within five days of being notified of the immediate impound, the dog may be destroyed in an expeditious and humane manner.
- (Q) Impoundment for biting. If a dog classified as a dangerous dog bites a person or another domestic animal, such dog shall be immediately impounded by Animal Control Officer and destroyed in an expeditious and humane manner. Any such animal which is deemed uncatchable by the supervisor or an animal health and animal control officer, may be by such supervisor or official if no other reasonable means of capture is available or such animal continues to be a threat to persons or domestic animals. Reasonable means of capture may include the use of tranquilizers which, depending upon the animal's age, size, and physical condition, may cause death.
- (R) Exceptions. A dog shall not be declared dangerous if the threat, injury, or damage otherwise giving rise to action pursuant to this subsection was sustained, or a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner, keeper or harbinger of the dog or was tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.
- (S) Guard dogs. Any guard dog (for the purpose of this chapter, defined as a dog not owned by a governmental unit which dog is used to guard private commercial property or public property used in the city by virtue of such use is hereby declared to be subject to the license requirements of this chapter; must be vaccinated against rabies by a licensed veterinarian; must, if brought into the city from outside the state, be accompanied by the official health certificate required by the state, which certificate shall be exhibited upon the request of any city animal health and public safety or police officer; must be effectively physically restrained to the premises guarded; must be controllable by its keeper; and must not be used in a manner which, as determined by Animal Control Officer, endangers individuals not on the premises guarded. Any person operating a guard dog service in the city shall register such business with Animal Control Officer and shall list all premises to be guarded with Animal Control Officer before such service begins.
- (T) Biting dogs running at large. It shall be unlawful for any person owning, keeping or harboring any dog to permit, suffer or allow the dog to run at large within the city. If the dog causes injury to a human by biting or scratching while running at large, the owner, keeper or harbinger shall upon conviction be punished pursuant to this section.
- (U) Destruction of dogs in custody of Animal Control Officer. Any dog which is in the custody of Animal Control Officer, and which in the judgment of Animal Control Officer would constitute a menace to the health, safety or welfare of the public if released from such custody, may be humanely of the Animal Control Officer.
- (V) Penalty; authority to order destruction of dog. Any violation of this section shall be a minimum fine for violation of any provision of this section shall be \$250.00. Upon conviction of failure to comply with any provision of this section, in addition to the usual judgment on conviction, if it shall appear to the municipal judge that such dog is still living, he may order that such dog to be immediately removed from the city and direct Animal Control Officer to enforce that order, and the police department shall assist as may be required by Animal Control Officer.
- (W) Property Owners not in possession: Owner(s) of real property that is occupied by other person(s) who have knowledge of the existence of an unregistered dog that is not in

compliance with this Code shall be in violation of this code subject to a civil administrative fine.

1. This section does not apply to any person or company who has sought and executed a judicial eviction,
2. Any person or company in violation shall be issued a fine stated fine amount in the amount of \$250 per violation per month until remedied.
3. The notice of violation shall include.
 - i. The name and address of the owner, keeper or harbinger of the animal, if known; if there is no last known address notice shall be posted at city hall and,
 - ii. The address of the property where the dog is kept; and,
 - iii. The facts upon which the violation is based; and,
 - iv. The date of a hearing if the person/company objects to the stated fine amount, and may appear in front of the City Judge to dispute the civil penalty; and,
4. The person or company may simply pay the stated fine or they may object and come to the court hearing.
5. To be found civilly liable for violating this section, the standard of proof is based upon "the preponderance of the evidence." This means that the evidence presented is convincing and more likely to be true than not true. Effectively, the standard is satisfied if there is a greater than 50 percent chance that the evidence is true.
6. If the person or company fails to appear for hearing then default shall issue.
7. The City may file a special tax lien for any fine and cost against the property.
8. Following a decision or default, pursuant to this sub-subsection, the owner of the property shall be considered to have exhausted such owner's administrative process.

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 Safety

SALES TAX REPORT

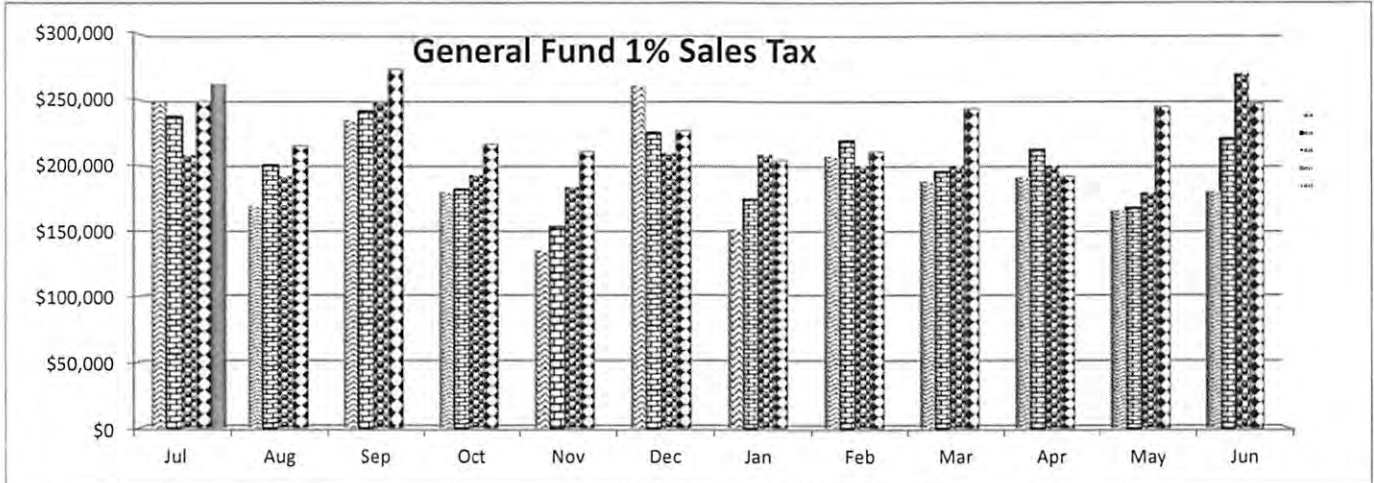
For the Month of:

July

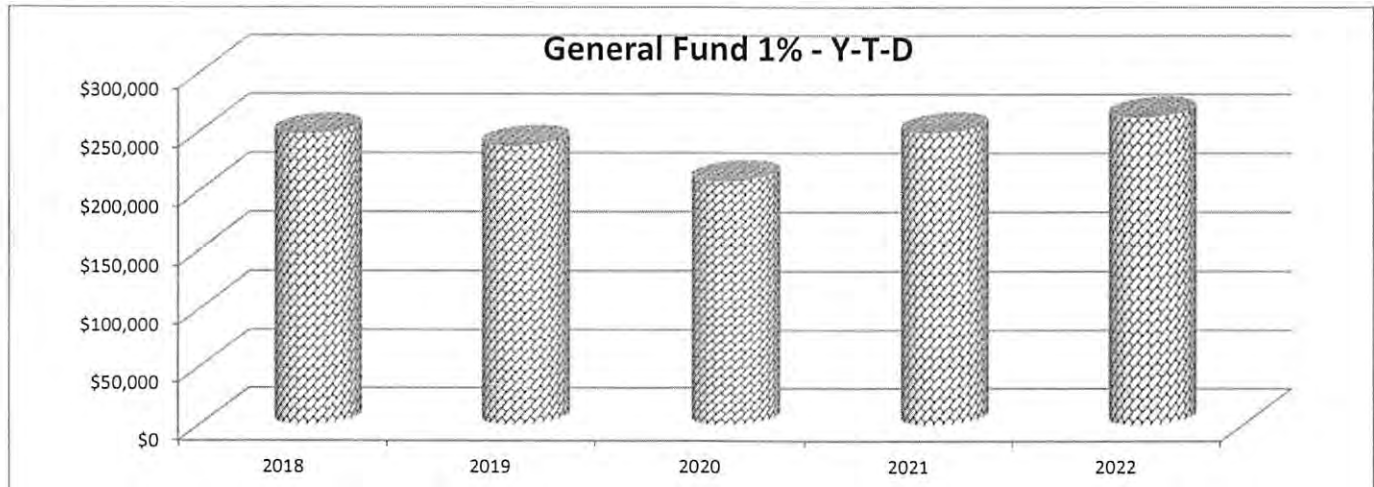
2022

City's 1% General Fund Sales Tax

Current Month:	\$ 262,204.66	Anticipated:	\$ 235,848.39	% Difference	11.18%
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Current Month	\$ 247,765.08	\$ 237,635.47	\$ 208,060.10	\$ 248,979.26	\$ 262,204.66
% Change		-4.09%	-12.45%	19.67%	5.31%
\$Change		<u>-\$ 10,129.61</u>	<u>-\$ 29,575.37</u>	<u>\$ 40,919.16</u>	<u>\$ 13,225.40</u>



Year-To-Date:	\$ 262,204.66	Budgeted:	\$ 235,848.39	% Difference	11.18%
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Y-T-D	\$ 247,765.08	\$ 237,635.47	\$ 208,060.10	\$ 248,979.26	\$ 262,204.66
% Change		-4.09%	-12.45%	19.67%	5.31%
\$Change		<u>-\$ 10,129.61</u>	<u>-\$ 29,575.37</u>	<u>\$ 40,919.16</u>	<u>\$ 13,225.40</u>



Comments:

City Sales Taxes total 2.750%. This includes 1% General, .5% Capital Improvements, .5% Parks/Stormwater, and .25% Fire. Numbers are shown as received by the City. Receipts lag collections by approximately 2 months. The total current Sales Tax rate in the City of Carthage is 8.2% which includes (State and County amounts) and the passage of the County's 1/4% Sales Tax for the Juvenile Center and Courthouse work in October 2016 with an approved extension until 2035. The General Fund Sales Tax (1%) receipts for July 2021 showed an increase of 5.31% from the same month last Fiscal Year. This amounted to approximately \$13,225 more than the same month last year. This is the first month of the fiscal year and the first month collections were higher than last year's monthly reported Sales Tax collections. Overall, the City had budgeted an increase of 9.23% from the previous year's budgeted amount, primarily due to the COVID pandemic along with other revenue sources in the City's budget for fiscal year 2022. In late December 2020, Congress passed the Consolidated Appropriations Act to further address the economic devastation caused by the coronavirus pandemic. The bill was signed into law on Dec. 27, 2020. On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319), also known as ARP, into law. The \$1.9 trillion package is intended to combat the COVID-19 pandemic, including the public health and economic impacts. The American Rescue Plan Act allocates hundreds of billions of dollars for public health and vaccines, and may stimulate additional local spending.

INTER

OFFICE

MEMO

To: Mayor & Council
From: Tom Short
Subject: Streets
Date: July 8, 2021

Just a reminder that the conditions of City Streets are still important overall for Economic Development.

New 2021 data details national, state, and city trends.

The pandemic didn't motivate us to keep driving less, and now travel is ramping back up at unprecedented rates.

Tom

Tom Short, City Administrator

Copies:
Zeb Carney, Public Works Director
Traci Cox, City Clerk

July 4th Celebration in Municipal Park- 2121

- 7 Food Trucks – most ran out of food before the end of the event.
- 20 Inflatables
- Coconut climb – 20' climbing wall
- Rock wall
- Live music- 2 bands
- Skating rink was open and free to the public.
- Pool was open and free to the public- 539 guest, single day record.
- Kiddie Land was open and free to the public, approx. 700 train rides- the train ran 23.9 miles.

No incidences to report- all went well in terms of safety, security, and traffic control.

Fireworks were accompanied by local radio, Mike FM 95.1

Budget - \$5,000	
Supplies	398
YMCA- Pool	750
Skating Rink	400
Kiwanis – Kiddie Land	500
Entertainment – Bands	1,100
Inflatables	0
Food Trucks	0
CWEP	1,000
Porta Potties	750
Marketing	0 (covered by CVB grant)
Total	\$4,898



Weekly Update
June 3-9, 2021

This Week's Activities:

- We are working on details for the Route 66 Festival to take place next month. Finalized plans are a golf tournament, VIP rooftop experience at the Gaderian, and a 2-night bull ride. Some potential events are in the works, depending on budget. We are working to finalize with the city.
- On Thursday Danny Lambeth and I met with Alan Snow, the head of the Budget Committee regarding funding support for The Boots Project. Mr. Snow will add us to the agenda for the Budget meeting in August to present our plans.
- On Thursday I also met with Greg Dagnan, our new Assistant City Administrator to talk about what we're up to here at the CVB.
- I met with the accountant to finalize our FY 22 budget. I will have this ready for review at the July meeting.
- This morning I met with the new director at the Joplin Sports Authority to discuss a partnership in supporting the big basketball tournament scheduled for Christmas break.
- I also met with Mark Peterson this morning to discuss the 4th of July event, Route 66 golf tournament and festival, and new website and communication tools which will be presented to the Budget committee Monday evening. These tools would make our communications efforts much more comprehensive and effective.

This Week Wins:

- This weekend was the 160th anniversary of the Battle of Carthage. The Civil War reenactment and remembrance groups held free evening tours at the Kendrick House. We supported this effort with marketing and advertising. The last time they held tours there were "about a dozen" attendees. This weekend there were more than 200 visitors! Unfortunately, they only requested two porta potties.
- On Sunday we partnered with the city and several community groups to hold an all-out event in Central Park- I have attached a one-page report, but the three-word report is: IT WAS GREAT!

Next Week's Goals and Priorities:

- Staff will continue to plan for the Route 66 Fest.
- I'm leaving late this afternoon for vacation! We are traveling to Austin, Texas to visit family. Will be back in the office next Thursday, July 15th.

"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.