1. City Council Agenda 12 14 21

   Documents:

      CITY COUNCIL AGENDA 12 14 21.PDF

2. City Council Packet 12 14 21

   Documents:

      CITY COUNCIL PACKET 12 14 21.PDF

3. City Council Minutes 12 14 21

   Documents:

      CITY COUNCIL MINUTES 12 14 21.PDF

COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, DECEMBER 14, 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. 21-57** – An Ordinance to amend Section 500 – Leaves of the Personnel Policy Manual of the City of Carthage by adding section 511 Victim's Economic Safety and Security Act ("VESSA") Leave. (Insurance, Audit and Claims)
16. New Business
    1. **C.B. 21-58** – An Ordinance authorizing the Mayor to sign a release of Anderson Engineering, Inc. from Professional Engineering Service Contract, dated July 1, 2021 with the City of Carthage and to sign an Agreement between the City of Carthage, Missouri, and Zanevan Engineering, LLC, for Engineering Services to be considered an Emergency Ordinance due to unforeseen circumstances which delay would hinder the effective delivery of municipal service. (Public Works)
    2. **C.B. 21-59** – An Ordinance to amend the Family Medical Leave Act Policy of the City of Carthage regarding when an employee is designating FMLA leave. (Insurance, Audit & Claims)

17. Mayor's Appointments

- Fire Chief
- Police Chief
- Planning, Zoning & Historic Preservation Commission
- Police & Fire Pension Committee
- Care Leave Committee

18. Resolutions

1. **Resolution 1951** – A Resolution approving the recommendation of the McCune Brooks Regional Hospital Trust for the commitment of funds from the Escrow Account (not to exceed the balance of the Escrow Account, approximately $5,072,104) to the City of Carthage, Missouri for implementation of the 2021 Master Plan for the Carthage Parks and Recreation Department (Our Town Our Time). (McCune Brooks Regional Hospital Trust)
2. **Resolution 1952 –** A Resolution of the Council of the City of Carthage authorizing the approval of Change Order No. 4 for the Governor's Cost Share (Hazel St. Improvement). (Public Works)

19. Closing Comments

20. Executive Session

- CLOSED SESSION: 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.

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

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TUESDAY, DECEMBER 14, 2021
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MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
November 23, 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. Assistant Fire Chief Ryan Huntley gave the invocation and Police Captain Bill Hawkins led the flag salute.

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

The following Department Heads were present: Police Captain Bill Hawkins, Assistant Fire Chief Ryan Huntley and City Clerk Traci Cox.

Mr. Daugherty made a motion, seconded by Mr. Topete, to approve the minutes of the November 9, 2021 Council Meeting. Motion carried unanimously.

Police Captain Bill Hawkins honored Reserve Officer Mike Fox for his 29 years of service.

City Clerk Traci Cox administered the Oath of Office to Police Officer Kenedey Chaligoj.

During Citizen's Participation Period: Stephanie Howard, CVB Board Member, and Kim Balsinger, Interim CVB Director, discussed the status of the CVB and marketing campaigns over the previous year. Dick Horton presented an overview of the planning process and recommendations of the Parks Master Plan.

Mr. Snow reported the Budget Ways & Means Committee is between meetings with the next meeting scheduled for December 6.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. The VESSA Policy was approved and appears in C.B. 21-57.

Mr. Snow reported the Public Safety Committee met on November 15. Mr. Snow made a motion, seconded by Ms. Harrison, to allow officer assistance for runners crossing Fairview and the closure of Fairview from Grand to the east end of the CRM property on December 16 from 6:15 p.m. to 7:30 p.m. for the annual Run Through the Lights. Motion carried. Mr. Barlow made a motion, seconded by Ms. Harrison, to reserve designated food truck spots around the square for the Hometown Holiday Christmas event. Motion carried.

Mr. Topete reported that the Public Services Committee met on November 16. Recommendations of the Parks Master Plan were reviewed and discussed. Adoption of the Plan appears in Resolution 1950.

Mr. Armstrong reported the Public Works Committee is between meetings with the next meeting scheduled for December 7.

Special Committee and Board Liaison reports were given by Ms. Otero for the Carthage Humane Society, Mr. Snow for Carthage Water & Electric, Mr. Armstrong for Powers Museum, and Mr. Thompson for Vision Carthage.

Mayor Rife reported on the purchase of the parking lot from the Baptist Church.

During reports of Council Members, Mr. Armstrong made a motion, seconded by Mr. Daugherty, to cancel the December 28 Council Meeting. Motion carried.

City Attorney Nate Dally reported the railroad company had challenged the testimony of Jason Eckhart.

Assistant Fire Chief Roger Williams reported on the purchase of the parking lot north of Fire Station No. 1.

Assistant City Administrator Greg Dagnan reported on the following: work by HR Coordinator Michael Miller, redistricting of wards, COLA increases, potential name change of Police and Fire Pension Fund, implementation of Threads, Inc. contract, policy for event insurance, GRO Committee revitalization, selection of Chamber Director, appraisal of Salvation Army Building, changes to the engineering contract, project funding for ARPA, budget process and use tax, potential land donation to the city, and McCune Brooks grant application submittal.

The Committee on Claims filed a report in the amount of $1,829,184.66 against the following funds: General Revenue $110,282.45, Public Health $4,429.00, Parks/Stormwater $2,665.00, Golf $2,945.60, Capital Improvements $265.00, Parks and Recreation $3.95, Payroll $208,593.66 and Water & Electric $1,500,000.00. Ms. Otero made a motion, seconded by Mr. Daugherty, to accept the report and allow the claims. Motion carried.

Under old business, C.B. 21-51 – An Ordinance to amend section 17-56 of the City of Carthage Code by adding #22 Temporary Signs was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Daugherty, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-53.

C.B. 21-52 – An Ordinance granting a Special Use Permit for the operation of a One (1) licensed operator beauty shop to be located at 1422 W. Macon, as requested by Lacey M. Hensley in the City of Carthage, Jasper County, Missouri was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Daugherty, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-54.

C.B. 21-53 – An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements in the amount of $700,828.00 on Garrison Ave. between Airport Drive and the Garrison, Fairlawn Roundabout, in the City of Carthage was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Daugherty, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-55.

C.B. 21-54 – An Ordinance authorizing the Mayor to enter into a contract with The Threads, Inc., for Performance Management Software was placed on second reading followed by a roll call vote of yeas and 0 nays. Ayes: Armstrong, Daugherty, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-56.

C.B. 21-55 – An Ordinance to amend Section 9-3 of the Code of Carthage to establish voting district boundaries pursuant to the 2020 decennial census was placed on second reading. Mr. Armstrong made a motion, seconded by Mr. Daugherty, to amend C.B. 21-55 by changing Section 9-3 to Section 9-2. Motion carried.

C.B. 21-55 – An Ordinance to amend Section 9-2 of the Code of Carthage to establish voting district boundaries pursuant to the 2020 decennial census was placed on second reading as amended followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Daugherty, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-57.

C.B. 21-56 – An Ordinance to amend Section 9-5 Candidates for office; filing, to comply with RSMo 115.127 by changing the filing period for office was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Daugherty, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-58.

Under new business, C.B. 21-57 – An Ordinance to amend Section 500 – Leaves of the Personnel Policy Manual of the City of Carthage by adding subsection 511 Victim's Economic Safety and Security Act ("VESSA") Leave was placed on first reading with no action taken.

Mr. Armstrong made a motion, seconded by Mr. Topete, to approve the Mayor's appointment of Ceri Otero to the Budget Committee and Alan Snow to the Public Works Committee. Motion carried.

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve Resolution 1949 – A Resolution providing for the formal acceptance of an anonymous donation of $10,000 by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 1949 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Daugherty, Harrison, Otero, Snow, Thompson and Topete.

Mr. Daugherty made a motion, seconded by Mr. Topete, to approve Resolution 1950 – A Resolution of the City Council of the City of Carthage adopting the 2021 Master Plan for the Carthage Parks and Recreation Department (Our Town Our Time) for the City of Carthage, Missouri (The "Plan"). Resolution 1950 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Daugherty, Harrison, Otero, Snow, Thompson and Topete.

Closing Comments: Ms. Otero commented on the work put into the Parks Master Plan and Council Members extended holiday blessings.

Mr. Daugherty made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:45 p.m.

____
Dan Rife, Mayor

____
Traci Cox, City Clerk

PRESENTATIONS/ PROCLAMATIONS

PUBLIC HEARINGS

OLD BUSINESS

COUNCIL BILL NO. 21-57 **ORDINANCE NO.____**

An Ordinance to amend Section 500 - Leaves of the Personnel Policy Manual of the City of Carthage by adding subsection 511 Victim's Economic Safety and Security Act ("VESSA") Leave.

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

SECTION I: Section **500 - Leaves** of the Personnel Policy Manual is hereby amended by adding subsection 511 Victim's Economic Safety and Security Act ("VESSA") Leave.

511. Victim's Economic Safety and Security Act ("VESSA") Leave:

Employees who are the victims of domestic or sexual violence or who have a family or household member who is a victim of domestic or sexual violence may take VESSA Leave to address such violence by:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;

2. Obtaining services from a victim services organization for the employee or the employee's family or household member;

3. Obtaining psychological or other counseling for the employee or the employee's family or household member; and

4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or

5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

The following policies and requirements shall apply to VESSA Leave:

1. The City shall provide two workweeks of unpaid or paid (sick, vacation, and personal) leave per year to eligible employees. Workweek shall mean an individual employee's standard workweek.

2. VESSA Leave can be taken intermittently or on a reduced work schedule. However, VESSA Leave will not be provided if the employee has already used all leave allowed under the federal Family and Medical Leave Act.

3. Employees must give 48 hours of advanced notice of their intent to take VESSA Leave.

4. In the event of an unscheduled absence, the City will not take any action against the employee if the employee provides certification within a reasonable time evidencing that their absence qualifies for VESSA Leave.

5. Eligible employees shall provide satisfactory and reasonable certification that their use of VESSA Leave complies with this policy. Employees may satisfy the certification requirement with a sworn statement from the employee and the following:

   A. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic violence or sexual violence and the effects of such violence;

   B. A police or court record; or

   C. Other corroborating evidence

   D. All information provided to the City related to VESSA Leave, including a statement

   E. of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy, shall be retained in the strictest confidence by the City, except to the extent that disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal or state law.

6. Upon returning from VESSA Leave, employees will be returned to the same or equivalent employment position.

7. Eligible employees may request a "reasonable safety accommodation" from the City. Such a request shall be provided to the City and signed by the employee or by an individual acting on the employee's behalf, certifying that the reasonable safety accommodation is for a purpose authorized under § 285.625 RSMo. to § 285.670 RSMo.

8. The City will continue healthcare coverage of the employee during their use of VESSA Leave on the same basis as if the employee had been actively at work. During the periods of VESSA Leave, the employee may maintain their existing group health insurance with the City provided that the employee's premiums are paid in advance. The City will provide notice to the employee whenever they are 15 days behind in payment of the required premiums. An employee's continued failure to make payments shall result in termination of their coverage once the premium is overdue by 30 days.

9. This policy shall be subject to and interpreted according to the provisions of § 285.630 RSMo.

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

PASSED AND APPROVED THIS _____ DAY OF __________, 2021.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

Sponsored by: Insurance, Audit and Claims

NEW BUSINESS

COUNCIL BILL NO. 21-58 **ORDINANCE NO. ________**

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A RELEASE OF ANDERSON ENGINEERING, INC FROM PROFESSIONAL ENGINEERING SERVICE CONTRACT, DATED JULY 1, 2021 WITH THE CITY OF CARTHAGE AND TO SIGN AN AGREEMENT BETWEEN THE CITY OF CARTHAGE, MISSOURI, AND ZANEVAN ENGINEERING, LLC, FOR ENGINEERING SERVICES TO BE CONSIDERED AN EMERGENCY ORDINANCE DUE TO UNFORESEEN CIRCUMSTANCES WHICH DELAY WOULD HINDER THE EFFECTIVE DELIVERY OF MUNICIPAL SERVICE

SECTION I: The Mayor of the City of Carthage is hereby authorized to sign a release of Anderson Engineering Inc. from professional Engineering Services Contract dated July 1, 2021, and to sign an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC., for Engineering Services, copies of which is attached hereto and incorporated herein as if set out in full.

SECTION II: This Ordinance shall be considered an emergency ordinance passed as an emergency measure under the terms of the Charter of the City due to unforeseen circumstances and delay would hinder the effective delivery of Municipal services.

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

PASSED AND APPROVED THIS ____ DAY OF _________, 2021.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

Sponsored by: Public Works

ANDERSON ENGINEERING
EMPLOYEE OWNED

ae-inc.com
1745 S. Garrison Ave.
Carthage, MO 64836
417-358-9551

November 24, 2021

RE: Request for Release from Contract for Professional Engineering Service
City of Carthage, Missouri & Anderson Engineering, Inc
July 1, 2021

To: Zeb Carney, Director of Public Works
City of Carthage, MO Public Works
623 E. 7th Street, Carthage, MO 64836

Mr. Carney,

Notwithstanding any provision to the contrary in the attached contract, marked Exhibit "A", the undersigned parties jointly release each other from said contract, effective on the date of this joint release.

This letter shall serve as our official request for release from the current Professional Engineering Service contract, dated July 1, 2021, effective immediately.

All current active invoices will be submitted to the City of Carthage for final payment following current invoice schedules.

Anderson Engineering, Inc will then contract with Jason Eckhart, Zanevan Engineering, LLC, to provide Engineering Design Services with Mr. Eckhart acting as the direct lead for the City of Carthage, MO.

We appreciate your long term business and understanding during this transition time. We look forward to our continued relationship with the City of Carthage and Jason Eckhart.

Anderson Engineering, Inc authorization to release City of Carthage, MO from Professional Engineering Service Contract, dated July 1, 2021

Signature of Anderson Engineering, Inc	Paul Engel, President Printed name & Title	11/24/2021 Date

City of Carthage, MO authorization to release Anderson Engineering, Inc from Professional Engineering Service Contract, dated July 1, 2021

Signature of City Representative	Printed name & Title	Date

Enc: Exhibit "A" - Contract for Professional Engineering Service - City of Carthage, Missouri & Anderson Engineering, Inc; July 1, 2021

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract, made and entered into this ______ day of ______________ 2021, by and between the City of Carthage, Missouri ("City"), and Zanevan Engineering, LLC, ("Engineer");

WITNESSETH: THAT WHEREAS, the City desires to employ Engineer to provide City Engineering services from December 15, 2021 to June 30, 2027 and,

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

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

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

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

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

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

3. TERM AND ANNUAL REVIEW: The term of this contract shall be as stated herein. The City's designated representative and Engineer shall meet annually to review the performance of Engineer under the terms of this contract. Upon completion of this annual review, both parties may mutually agree to renew the agreement for an additional two-year increment. During the remaining years of the initial contract term, the Fee Schedule shall be adjusted on each anniversary of the Commencement Date, by multiplying the fees on the previous year's Fee Schedule by an amount equal to the number 1 plus the percentage increase, if any, in the Consumer Price Index (CPI), as published by the U.S. government.

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

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

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

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

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

CITY'S REPRESENTATIVE	ENGINEER'S REPRESENTATIVE
Director of Public Works	Jason Eckhart, PE

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

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

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

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

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

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

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

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

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

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

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

<u>**18. INSURANCE:**</u> The Engineer shall secure and maintain the following insurance policies:
<u>Worker's Compensation Insurance</u> for all of its employees to be engaged in work under this contract, in the amount required by statute.
<u>General Commercial Liability Insurance</u> in an amount not less than $2,000,000.00 for all claims arising out of a single occurrence and $1,000,000.00 for any one person in a single accident or occurrence as set forth in RSMo Section 537.610 and as it may be hereafter amended from time to time, except for those claims governed by the provisions of the Missouri Workers' Compensation Law, Chapter 287, RSMo. Coverage shall include contractual liability, and independent contractor liability.
<u>Automobile Liability Insurance</u> in an amount not less than $1,000,000.00 for all claims arising out of a single occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.
<u>Errors and Omissions Insurance.</u> The Engineer shall maintain a professional liability insurance policy in the amount of $2,000,000.00 per claim and $2,000,000.00 aggregate and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one (1) year after completion and acceptance by the City of the construction of the project.
<u>Notice.</u> The Engineer shall furnish the City prior to beginning the work; satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified, or non-renewed without thirty (30) days written notice to the City.

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

PASSED AND APPROVED by the City Council of the City of Carthage, Missouri this _______ day of __________, 20__.

CITY OF CARTHAGE, MISSOURI

____
MAYOR

ATTEST:

____
CITY CLERK

ZANEVAN ENGINEERING, LLC

Jason Eckhart
____
JASON ECKHART, PE
PRESIDENT

CITY OF CARTHAGE FEE SCHEDULE

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

ZANEVAN ENGINEERING, LLC, BY Jason Eckhart EFFECTIVE: 1/1/2022 THROUGH 6/30/2023

JASON ECKHART, PE, PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$175.00
PRINCIPAL ENGINEER	$160.00
ENGINEERING MANAGER	$157.00
PROJECT MANAGER	$142.00
PROJECT ENGINEER	$126.00
ASSOCIATE ENGINEER	$106.00
DESIGN ENGINEER	$85.00
PROJECT DESIGNER	$112.00
SENIOR DESIGNER	$100.00
DESIGNER III	$83.00
DESIGNER III	$75.00
DESIGNER I	$67.00
PROJECT COORDINATOR	$80.00
PROJECT REPRESENTATIVE III	$84.00
PROJECT REPRESENTATIVE II	$71.50
PROJECT REPRESENTATIVE I	$60.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE	$	0.70	/MILE
COPIES	$	1.00	/SF

REIMBURSIBLES:

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

OVERTIME:

1.5 TIMES THE HOURLY RATE - OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE

EXHIBIT "A"

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract, made and entered into this 1st day of July 2021, by and between the City of Carthage, Missouri ("City"), and Anderson Engineering, Inc., ("Engineer");

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

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

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

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

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

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

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

3. TERM AND ANNUAL REVIEW: The term of this contract shall be as stated herein. The City's designated representative and Engineer shall meet annually to review the performance of Engineer under the terms of this contract. Upon completion of this annual review, both parties may mutually agree to renew the agreement for an additional two-year increment.

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

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

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

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

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

CITY'S REPRESENTATIVE	ENGINEER'S REPRESENTATIVE
Director of Public Works	Jason Eckhart, PE
623 E. 7th Street	1745 S. Garrison
Carthage, MO 64836	Carthage, MO 64836

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

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

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

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

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

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

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

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

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

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

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

18. INSURANCE: The Engineer shall secure and maintain the following insurance policies:
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General Commercial Liability Insurance in an amount not less than $2,000,000.00 for all claims arising out of a single occurrence and $1,000,000.00 for any one person in a single accident or occurrence as set forth in RSMo Section 537.610 and as it may be hereafter amended from time to time, except for those claims governed by the provisions of the Missouri Workers' Compensation Law, Chapter 287, RSMo. Coverage shall include contractual liability, and independent contractor liability.
Automobile Liability Insurance in an amount not less than $1,000,000.00 for all claims arising out of a single occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.
Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $3,000,000.00 per claim and $5,000,000.00 aggregate and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one (1) year after completion and acceptance by the City of the construction of the project.
Notice. The Engineer shall furnish the City prior to beginning the work; satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified, or non-renewed without thirty (30) days written notice to the City.

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

PASSED AND APPROVED by the City Council of the City of Carthage, Missouri this 22nd day of June, 2021.

CITY OF CARTHAGE, MISSOURI

MAYOR

ATTEST:

CITY CLERK

ANDERSON ENGINEERING, INC.

JASON ECKHART, PE
CHAIRMAN

AndersonEngineeringInc.com
3213 S. West Bypass
Springfield, MO 65807
417-866-2741

CARTHAGE FEE SCHEDULE

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

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

BASIC CHARGES

PERSONNEL (HOURLY RATES):					
PRINCIPAL	$	175.00	TECHNICIAN II - LAB	$	50.00
PRINCIPAL ENGINEER	$	160.00	TECHNICIAN I - SURVEY/LAB AIDE	$	41.50
ENGINEERING MANAGER	$	157.00	ENVIRONMENTAL SPECIALIST II	$	105.00
PROJECT MANAGER	$	142.00	ENVIRONMENTAL SPECIALIST I	$	84.00
PROJECT ENGINEER	$	126.00	ONE MAN SURVEY CREW	$	100.00
ASSOCIATE ENGINEER	$	106.00	TWO MAN SURVEY CREW	$	126.00
DESIGN ENGINEER	$	85.00	THREE MAN SURVEY CREW	$	168.00
PROJECT DESIGNER	$	112.00	FOUR MAN SURVEY CREW	$	209.50
SENIOR DESIGNER	$	100.00	GIS DIRECTOR	$	131.00
DESIGNER III	$	83.00	GIS MANAGER	$	109.00
DESIGNER II	$	75.00	GIS ANALYST	$	100.00
DESIGNER	$	67.00	GIS SPECIALIST	$	84.00
PROJECT COORDINATOR	$	80.00	GIS TECHNICIAN	$	71.00
PROJECT COORDINATOR ASSISTANT	$	52.00	IBC FIRESTOP INSPECTOR	$	84..00
PRINCIPAL SURVEYOR	$	157.00	DRILLING COORDINATOR	$	112.00
SURVEY MANAGER	$	134.00	PROJECT REPRESENTATIVE III	$	84.00
PROJECT SURVEYOR	$	105.00	PROJECT REPRESENTATIVE II	$	71.50
ASSOCIATE SURVEYOR	$	88.00	PROJECT REPRESENTATIVE I	$	60.00
LAB MANAGER	$	113.00	STRUCTURAL STEEL INSPECTOR	$	84.00
TECHNICIAN IV - SURVEY/LAB SPECIAL	$	84.00	AWS CERTIFIED WELD INSPECTOR	$	84.00
TECHNICIAN III - SURVEY/SENIOR LAB	$	69.00	PARTICLE & DYE TESTING - LEVEL II	$	80.00
TECHNICIAN IIS - SURVEY	$	58.00	ADMINISTRATIVE ASSISTANT	$	42.00

EXPENSES & EQUIPMENT CHARGES:					
VEHICLE (3/4 TON OR LESS)	$	0.70 /MILE	GPS	$ 303.50	/DAY
VEHICLE (SUBURBAN & 1 TON)	$	0.80 /MILE	ROBOTIC TOTAL STATION	$ 281.00	/DAY
WATER TRUCK PER DAY	$	81.00 /DAY	DRONE	$ 447.50	/DAY
WATER TRUCK PER MILE	$	0.77 /MILE	COPIES	$ 0.16	EACH
LIDAR SCANNER	$	500.00 /DAY	PRINTING PLANS	$ 0.56	/SF + TECH TIME
MOBILE LIDAR	$	1,000.00 /MILE ($5,000 MIN)			

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

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

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

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

DEPOSITION OR COURT TESTIMONY – 1.5 TIMES THE HOURLY RATE

HAZARDOUS OPERATION CHARGE:

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

FIELD TESTING AND INSPECTION CHARGES:

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

LABORATORY TEST CHARGES:

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

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

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

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

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

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

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

DRILLING SERVICES CHARGES:

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

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

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

COUNCIL BILL NO. 21-59 **ORDINANCE NO. __________**

An Ordinance to amend the Family Medical Leave Act Policy of the City of Carthage regarding when an employee is designating FMLA leave.

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

SECTION I: The Family Medical Leave Act Policy of the City of Carthage is hereby amended as stated in the attached policy, a copy of which policy is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ________ DAY OF ____________________, 2021.

____

MAYOR

ATTEST:

____

CITY CLERK

Sponsored by: City Staff

505. Family and Medical Leave Policy: To define the City's policy and procedure with regard to family and medical leave.

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.

<u>Serious Health Condition</u> 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. Designation of Leave: When an eligible employee takes time off for an FMLA-qualifying reason, the City is required to designate the absence as FMLA leave and give written notice of the designation to the employee. The City must provide this written designation notice within five business days (absent extenuating circumstances) after it has enough information to determine whether the leave is being taken for an FMLA-qualifying reason.

Employees are not required to mention the FMLA in order to have it apply to their absence. The time off request may be made under a separate employee leave policy, such as paid sick leave, vacation leave, or compensatory time leave.

07. 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.

08. 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.

09. 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.

10. 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.

11. 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.

MAYOR'S APPOINTMENTS

Mayor's Appointments

December 2021

Fire Chief

NAME	EFFECTIVE DATE
Ryan Huntley	December 30, 2021

Police Chief

NAME	EFFECTIVE DATE
Bill Hawkins	January 1, 2022

OATH OF OFFICE

State of Missouri

County of Jasper

I, *(state your name)*, solemnly swear, that I possess all the qualifications prescribed by law, that I will support the Constitution of the United States and of the State of Missouri, the provisions of the City Charter and Ordinances of the City of Carthage, and faithfully demean myself in office, and well and truly perform the duties of the office of Fire Chief within and for said City, to the best of my skill and ability.

____

Subscribed and sworn to me this 14th day of December, 2021.

____

Traci Cox, City Clerk

OATH OF OFFICE

State of Missouri

County of Jasper

I, *(state your name)*, solemnly swear, that I possess all the qualifications prescribed by law, that I will support the Constitution of the United States and of the State of Missouri, the provisions of the City Charter and Ordinances of the City of Carthage, and faithfully demean myself in office, and well and truly perform the duties of the office of Police Chief within and for said City, to the best of my skill and ability.

____

Subscribed and sworn to me this 14th day of December, 2021.

____

Traci Cox, City Clerk

Mayor's Appointments

December 2021

Planning, Zoning, & Historic Preservation Commission

4 Year Term - 7 Members- Meets 1st Monday -5:30 PM - Council Chambers

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Jiim Swatsenbarg	358-1690	601 Howard	12/26/2017	Dec-25

Police and Fire Pension Committee

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

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Jody Roughton (Replacing Ryan Huntley)			12/14/2021	Dec-23

Care Leave Committee

2 Year Term – 7 Members – Meets on Call

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Julie Tilley	237-7010	Public Works/623 E 7th	12/10/2013	Dec-23
Morgan Housh	237-7100	Fire Dept/401 W Chestnut	12/19/2019	Dec-23

RESOLUTIONS

RESOLUTION NO. 1951

A RESOLUTION APPROVING THE RECOMMENDATION OF THE MCCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE COMMITMENT OF FUNDS FROM THE ESCROW ACCOUNT (NOT TO EXCEED THE BALANCE OF THE ESCROW ACCOUNT, APPROXIMATELY $5,072,104) TO THE CITY OF CARTHAGE, MISSOURI FOR IMPLEMENTATION OF THE 2021 MASTER PLAN FOR THE CARTHAGE PARKS AND RECREATION DEPARTMENT (OUR TOWN OUR TIME).

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

WHEREAS, certain proceeds of the sale of the McCune-Brooks Hospital (the "Hospital") were deposited in trust with UMB Bank, N.A., as Escrow Agent under the Escrow Agreement dated as of June 30, 2016 (the "Escrow Agreement") among the City, the Board of Trustees and the Escrow Agent; and

WHEREAS, the Hospital Trust may at any time make recommendations for distribution of funds, subject to the approval of the City Council, for the purpose of winding up the affairs of the Hospital or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage, Missouri metropolitan area; and

WHEREAS, the City and the Board of Trustees placed $5,000,000 (the "Escrowed Amount") into an account with the Escrow Agent (the "Escrow Account"); and

WHEREAS, The City and the Board of Trustees authorized the Escrow Agent to disburse funds upon receipt of written directions substantially in the form of **"Exhibit A-Payment Request,"** an exhibit to the Escrow Agreement, to be signed by the Mayor of the City and the Chairman of the Board of Trustees; and

WHEREAS, the Hospital Trust has recommended the commitment of funds pursuant to the above, for an award for implementation of the 2021 Master Plan for the Carthage Parks and Recreation Department (as delineated in the application attached hereto as **Exhibit 1**), to the following recipient:

City of Carthage, Missouri	$5,072,104 (not to exceed the balance of the Escrow Account)

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

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Hospital Trust for the commitment of funds pursuant to the above, and the attached application; and, that it be further Resolved that the Mayor is hereby authorized to sign the **Exhibit A-Payment Request** for submittal to the Escrow Agent pursuant to the Escrow Agreement, when and as needed, in order to disburse funds from the Escrow Account for such purposes.

PASSED AND APPROVED THIS __________ DAY OF ____________, 2021.

ATTEST:

____
Dan Rife, Mayor

____
Traci Cox, City Clerk

Sponsored by: McCune-Brooks Regional Hospital Trust

Exhibit A

Payment Request

UMB Bank, N.A. (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated June 30, 2016 (the "Escrow Agreement"), by and among the City of Carthage, Missouri (the "City"), the Board of Trustees of McCune-Brooks Hospital (the "Board of Trustees"), and the Escrow Agent, is hereby requested to pay from the Escrow Fund established and maintained thereunder, the amount set forth below to the named payee(s):

Amount	Payee	Account Information

If amounts are being requested for the payment of payment of expenses of the City or the Board of Trustees incurred in carrying out the transactions contemplated by the Asset Purchase Agreement under Section 5(a) of the Escrow Agreement, the following documents are attached hereto and made a part hereof: invoices from each payee for each such expense.

Date: ________________________, 20___.

Approved for Payment:

CITY OF CARTHAGE, MISSOURI

By: ____
Name: J. Michael Harris
Title: Mayor

BOARD OF TRUSTEES OF MCCUNE-BROOKS HOSPITAL

By: ____
Name: Ron Petersen, Sr.
Title: Chairman of the Board of Trustees

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
BOARD OF TRUSTEES

December 3, 2021

Mark Peterson
Carthage Parks & Recreation Director
2000 Richard Webster Drive
Carthage, MO. 64836

Dear Mark,

Thank you for your September 20, 2021 Grant Application submission.

The Board of Trustees met December 1st. Your request was considered and approved to be submitted for final approval by the Carthage City Council.

The Trustees of the McCune Brooks Regional Hospital Trust commit the monies in the Escrow account (currently $5,072,104) to fund the grant request from the City of Carthage Parks and Recreation Department for the projects as presented in the application dated 9-20-21 with the understanding that the City will seek to obtain other funding sources which would offset and/or supplement this grant. Distributions to be made on an ask when needed basis.

The Board of Trustees thank you and wish your organization great success and please keep us posted on your progress.

Sincerely,

Ron Petersen, Sr., Chairman
McCune Brooks Regional Hospital Trust
417-359-3417
ronsr@cbciradio.com

Application Date: 9/20/21
MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants
PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request.
Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: City of Carthage Parks and Recreation Department

2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES ___x__ NO ______
a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.
3. Please provide your organization's taxpayer identification number: 44-600157
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.
The City of Carthage Parks and Recreation Department provides maintenance and care for all municipal parks throughout the City. The mission of the Parks & Recreation Department is to enhance the quality of life by providing safe, well-maintained parks and public places; preserving open space and historic resources; caring for people; strengthening the bonds of community; and creating opportunities for recreation, growth, and enrichment.
The Parks and Recreation Department continues to work with a variety of organizations and groups that have a special interest in our Parks and Recreation system. These groups include the Kellogg Lake Advisory Board, local garden clubs, Jasper County Youth Fair, Jasper County Health Department, Carthage Visitors Bureau, Carthage Tree Board, Carthage Chamber of Commerce, Carthage Saddle Club, Carthage Aquatic Team, Carthage Youth Baseball and Softball, Carthage Men's Golf Association and the Carthage Women's Golf Association. These groups are all key partners and stakeholders in the development of Parks & Recreation.

5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
5,500,000 to include the balance of the escrow fund with additional funding for a total of 5,500,000.
6. When does your organization anticipate the need for funds it is requesting?
1/1/2022
7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.
The Carthage Parks & Recreation Department and Dick Horton Consulting are very close to completing the Comprehensive Parks and Recreation Master Plan we started in October of 2020. We are in the exciting final stages that include public engagement meetings. These final meetings will allow us to reveal recommendations and allow another opportunity for public comments.
The purpose of the Comprehensive Parks and Recreation Master Plan for the City of Carthage has been to address the needs of the Carthage community and surrounding area by creating a community roadmap ensuring an appropriate balance of facilities and amenities throughout the community now and into the future. The City used a system-wide approach to evaluating parks, open spaces, recreational facilities and amenities, and programs, either provided privately or publicly, in order to develop goals, policies and guidelines along with achievable strategies. This plan includes research, public involvement and the development of recommendations for all aspects of a community Parks and Recreation System Master Plan activities that will be heavily used as a resource for future development and redevelopment of the Community's parks, open spaces, recreational facilities and amenities, and programs over the next five to ten years.

Carthage is a unique and diverse setting combining a variety of cultural and generational needs. It is important for the City of Carthage to determine these needs as it relates to our Parks and Recreation. It is important for our Parks and Recreation system to be a valuable resource for citizens of Carthage as well as the surrounding communities that do not have the amenities we can provide. We must also provide a Parks and Recreation system that is an amenity to the business community as they work to bring talent to their operations. We want to do our part to help people choose Carthage as a place to work and live. Our Parks and Recreation system plays a key role in assisting economic development for the area. We must also provide amenities that address generational needs allowing us to be a viable resource to all.

Components to create our Comprehensive Parks and recreation Master Plan.
Needs Assessment

1. Public Engagement
    a. Providing a statistically valid citizen survey
    b. Minimum of 3 Public Engagement meetings
    c. Presentation of findings to the Public Service Committee
    d. Presentation to the City Council
2. Demographic Assessment
3. Review of other relative planning documents
4. Review of other providers in the community and immediately surrounding area
5. Park system assessment
6. Recreation Facilities Assessment (parks, golf course and other community recreation providers)
7. Trail and Bicycle Path Assessment
8. Recreation Program Assessment
9. Budget Analysis: Operating and Capital
10. Organizational Assessment
11. Pricing and Fee Structure Assessment
12. Maintenance Operations Assessment
13. Partnership Assessment

Needs Analysis

1. Public Engagement
2. Trends Assessment
3. Benchmarking Assessment
4. Key Findings to include all findings from the Needs Assessment above

Implementation

1. Public Engagement
2. Action Strategies
3. Project Priorities
4. Opinion of Probable Cost

The combination of these activities has created a valuable tool creating confidence in the direction we are headed with Carthage Parks and Recreation. The Comprehensive City of Carthage Parks and Recreation Master Plan will be a valuable tool for the recreational needs of Carthage citizens, confident decision making for city leaders, a partner with economic development and a resource for contributors.

I have met with key stakeholders and have built confidence with them. I have hosted focus groups targeting specific parks and projects. I have attended meetings with various groups including the CEDC, Vison Carthage, Kiwanis Club Kellogg Lake Advisory Board, Jasper County Youth Fair, Carthage Saddle Club, Garden clubs, Disc Golf Clubs, Joplin Trails Coalition, USSSA Baseball, Carthage Youth Baseball, Carthage Youth Softball, community soccer clubs Carthage Men's and Women's Golf Associations. Communicating with these groups has been a major step in determining needs but also building relationships and trust. They have all been excited about the possibilities for development in areas that will enhance their contribution to the City of Carthage. Important to me is they understand we want and needed their input to help create valuable amenities to complement their events and facilities in the parks. These conversations and discussions will be a regular process for our department moving forward. We will always remain involved with our partners. These groups have been providing significant resources to parks and programs for years. It is amazing how many groups use our park system. They all have needs that evolve over the years. I want to recognize their needs and plan accordingly.

Our current revenues for capital include percentages of Parks and Stormwater Sales tax, Capital Improvement Sales Tax and General Fund Revenue. A Use Tax was voted on and approved by citizens in August. The first three years of the use tax will have 40% of the tax directed towards parks and recreation projects. These funding sources will be directed towards helping

implement the Comprehensive Parks and Recreation Master Plan recommendations. Along with this opportunity from the McCune Brooks Regional Hospital Trust, we will also be looking at opportunities with the Kent D. and Mary L. Steadley Memorial Trust, McCune Brooks Healthcare Foundation, Carthage Community Foundation and many other local, regional and national grant providers.
This request for funding will target several projects. I have provided a full copy of the Statistically Valid Survey results. I will highlight a few areas for reference.

Major Findings

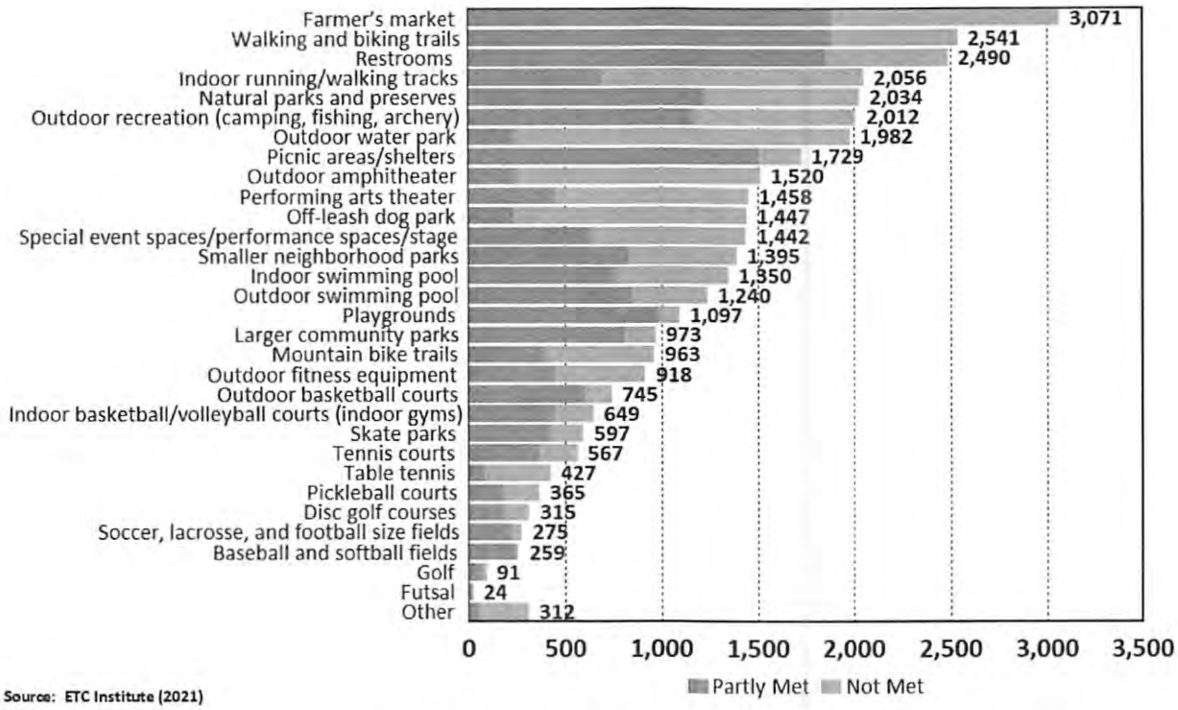
• Potential Improvements to Existing Parks: Sixty-two percent (62%) of respondents indicated improvements to restrooms could be made to existing parks. Other potential improvements include: trails (44%), picnic tables/benches (44%), playground equipment (40%), picnic shelters (40%), and security lighting (37%).

PARK SYSTEM FUNDING

• Prioritizing Future Park System Funding: More than half (57%) of the respondents believe that enhancing what the park system already has should be the priority when it comes to future funding; 15% believe that the City should take care of what it has, and 29% think the City should respond to new trends and visions.
• Actions Residents Are Most Willing to Fund: Based on the sum of their top four choices, the actions that residents are most willing to fund with their tax dollars are:
1) Developing a new contemporary water park, 2) developing connectivity of trails/sidewalks throughout the community, 3) adding sidewalks for safe routes to schools, and 4) improving existing park restrooms.
The four parks and recreation facilities with the highest percentage of households that indicated a need for the facility were: farmer's market (79%), restrooms (72%), walking and biking trails (67%), and picnic areas/shelters (65%).
When ETC Institute analyzed the needs in the community, these same four facilities had a need that affected more than 3,200 households. ETC Institute estimates a total of 3,071 households in Carthage that have a need, have unmet needs for a farmer's market. The estimated number of households that have unmet needs for each of the 31 facilities that were assessed is shown on the following page.

Q7[3]. Estimated Number of Households in the City of Carthage Whose Needs for Park and Recreation Facilities Are Being Partly Met or Not Met

by number of households based on 5,034 households in the City of Carthage



Source: ETC Institute (2021)

This request will support funding for the following projects.

1. Enhancing what the park system currently has. We consider these components together as one project Probable cost - $3,500,000
   a. Restrooms – Municipal, Carter, Fair Acres, Griggs, Central and Kellogg Lake (9)
   b. Shelters - Municipal, Carter, Fair Acres, Griggs, Central and Kellogg Lake (14)
   c. Playgrounds - Municipal, Carter, Fair Acres, Griggs, Central and Kellogg Lake (7)
   d. Trails – Kellogg Lake, Central, Carter, Municipal, Fair Acres (7)
   e. Lighting - Municipal, Carter, Fair Acres, Griggs, Central and Kellogg Lake
   f. Signage - Municipal, Carter, Fair Acres, Griggs, Central and Kellogg Lake
   g. Wayfinding - Municipal, Carter, Fair Acres, Griggs, Central and Kellogg Lake

2. Implement Central Park concept design including Farmers Market.
   Probable Cost- 2,000,000
   a. Splash pad to replace the wading pool
   b. Permanent structures for an open air Farmer Market on Lyon Street
   c. Walking Trail with Story Walk connecting the Marlin Perkins monument, Vietnam Memorial, Farmers Market, Playground and the Library.
   d. Restoration to existing Fountain.
   e. Update existing infrastructure for Food Truck Friday and other events with electrical needs.
   f. Replace the current large pavilion with a new pavilion and stage.
   g. Lawn/Event seating facing the stage.
   h. Sound system.

i. Wi-Fi

The grant requested is to support the implementation of these prioritized projects. Our goal is to first complete the enhancement of what we currently have. That is the immediate value to citizens based on statistically valid survey work. Restrooms, shelters, playground and trails are what Carthage citizens are using every day. This will be the most impactful implementation for our community.

Our second project would be implementation of the Central Park concept design. Community spaces and special events help build community. Central Park offers this opportunity for Carthage. We currently use Central Park in a very efficient manner. The enhancements will help us build community. The numerous events and activities at Central Park impact all cultural, generational and economic diversity in Carthage. Arts, food, music, recreation, ag, family and many others focused activities happen at Central Park. It is the hub of the community in many ways. Carthage needs to continually enhance the value of Central Park for the community.

The City of Carthage is committed to aligning maintenance needs with implemented amenities. We cannot provide recreation facilities without supporting the ongoing maintenance of the facilities. We will be using maintenance and asset management software solutions to enhance our planning and forecasting of maintenance needs. Data collection and analysis will increasingly drive cost/benefit calculations about the value of parks. Such data will be essential to validate proposed large-scale capital projects and will be critical to justify annual operational budgets to elected officials. We have to take care of what we develop and manage assets efficiently for long term operations.

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

General and Nationally Quantifiable Data Applicable to Carthage

1. Park systems mitigate climate, air, and water pollution impacts on public health
2. Conservation - Parks are dedicated to preserving natural resources in the community. Local and regional parks play a leadership role in protecting open space, connecting children to nature and providing education and programming that help communities engage in conservation practices.
3. Social Equity - Local and regional parks are treasured resources that are available to everyone, regardless of age, race and income. Local and regional park agencies ensure that all members of the community have access to open space and recreational opportunities.

Specific and Quantifiable Data for Carthage

As the comprehensive Parks and Recreation Master Plan has been developed, we learned from the statistically valid citizen survey prepared by the ETC Institute several partial responses to this question:

1. The highest rated program need stated by Carthage citizens was for Adult Fitness and Wellness Programs. That program received the highest Priority Investment Rating given by the ETC Institute for all program preferences. In Carthage, of 5,034 total households, 3,081 households indicated that Adult Fitness and Wellness programs were their 1st, 2nd, 3rd, or 4th highest priority.
2. In the ETC Institute statistically valid survey, 61% of respondents indicated a need for Adult Fitness and Wellness Programs, which was the highest rating given to any program choice.
3. In the ETC Institute statistically valid survey, three of the top four community benefits that accrue as a result of parks, facilities, and programs are related to general and healthcare related purposes:
   a. they improve physical health and fitness
   b. they provide positive social interactions
   c. they improve mental health and reduce stress
4. Between 70% and 75% of Carthage residents indicated on the ETC survey that they have visited one or more of the main Carthage parks in the past year to include Kellogg, Central, and Municipal

Famous Quote by Dr. Bob Sallis

Researchers have discovered a "wonder drug" for many of today's most common medical problems, says Dr. Bob Sallis, a family practitioner at a Kaiser Permanente clinic in Fontana, California. It's been proven to help treat or prevent diabetes, depression, breast and colon cancer, high blood pressure, cardiovascular disease, obesity, anxiety and osteoporosis, Sallis told leaders at the 2013 Walking Summit in Washington, D.C. "The drug is called walking," Sallis announced. "Its generic name is physical activity."

Benefits of Parks by the Trust for Public Lands

- Improve environmental conditions that impact human health (e.g., air, water quality)
- Encourage walking, biking, and other forms of physical activity
- Provide access to fresh, healthy foods through community gardens
- Improve mental health by bringing people into contact with nature
- Increase safety through design
- Reduce disparities in health outcomes for poor and marginalized communities (environmental justice)

Calories burner per hour (Source: caloriesperhour.com)

- Number of calories burned in one hour of park-related activity
- Jogging (6 mph) 748 calories
- Basketball 599 calories
- Tennis 524 calories
- Cycling (10-12 mph) 449 calories
- Walking (3 mph) 247 calories
- Frisbee 225 calories

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9. What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.
Facility user fees, City of Carthage general fund revenue, Park and Stormwater Sales Tax and Use Tax.
Attached Ended June 30, 2021 – Most recent independent audit.

---

10. Please list the name, address, Email address & phone # of the presiding officer of your organization.
Mayor Dan Rife
1841 Wynwood
Carthage, MO. 64836
mayor.rife@carthagemo.gov
417-237-7035

---

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

Tom Short, City Administrator 237-7003
Greg Dagnan, Assistant City Administrator 237-7003
Traci Cox, City Clerk 237-7000
Ceri Otero, Mayor Pro Tem 233-4434

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

Mark Peterson
City of Carthage
Parks & Recreation Director
m.peterson@carthagemo.gov
417-237-7035
417 674 0171

Completed Affidavit must be included with application for consideration!
501(c) (3) VERIFICATION AFFIDAVIT
The undersigned, a duly appointed officer of, City of Carthage, (hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.
Dated this 15th day of October, 2021.
City of Carthage
BY: Mark Peterson
Signature

/s/ *Mark Peterson*

Mark Peterson, City of Carthage Parks & Recreation Director
Submit this completed application to:
McCune Brooks Regional Hospital Trust
c/o Schmidt Associates
1105 Industrial Drive
Carthage, MO. 64836
Requests will be reviewed at the next scheduled meeting of the Trustees.

MCCUNE BROOKS REGIONAL HOSPITAL

FINANCIAL STATEMENTS

OCTOBER 31, 2021

SCHMIDT
CPAS & ADVISORS

ACCOUNTANT'S DISCLAIMER REPORT

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

The accompanying financial statements of McCune Brooks Regional Hospital as of and for the year-to-date October 31, 2021 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

November 12, 2021

McCune Brooks Regional Hospital
Statements of Financial Position
October 31, 2021

Assets

Assets		
Cash in bank- New trust disbursement	$	7,149.74
New Trust investment		15,292,871.11
Escrow account		5,072,104.07
Total Assets	$	20,372,124.92

Liabilities and Net Position

Liabilities		
Accounts payable	$	1,560,334.00
Total Liabilities		1,560,334.00
Net Position		
Operational capital- Fund balance		18,800,712.98
Restricted- non expendable		322,626.00
Retained earnings		(311,548.06)
Total Net Position		18,811,790.92
Total Liabilities and Stockholders' Equity	$	20,372,124.92

Substantially all disclosures ordinarily included in Accrual basis financial statements are omitted, and no assurance is provided on these financial statements.

McCune Brooks Regional Hospital
Statements of Activities

	6 Months Ended October 31, 2021
Income	
Interest and dividend income- bond/escrow	530.63
Interest and dividend income-Trust	105,143.33
Interest income	26.36
Other income	2,086.33
Gain (Loss) realized and unrealized	(154,101.14)
Total Income	(46,314.49)
Operating Expenses	
Bank charges	9,233.57
Grants	250,000.00
Legal and professional fees	6,000.00
Total Operating Expenses	265,233.57
Net Income (Loss)	$ (311,548.06)

Substantially all disclosures ordinarily included in Accrual basis financial statements are omitted, and no assurance is provided on these financial statements.

RESOLUTION NO. 1952

A RESOLUTION OF THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI AUTHORIZING THE APPROVAL OF CHANGE ORDER NO. 4 FOR THE GOVERNOR'S COST SHARE (HAZEL ST. IMPROVEMENT) PROJECT.

WHEREAS, change orders which are revisions to a construction contract are an integral part of construction contracts administered by the City; and

WHEREAS, decisions on change orders must often be made in a timely manner to allow the contractor to continue with the work with a minimum of administrative delay; and

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

WHEREAS, the City of Carthage has established a formal policy and procedure which allows the approval of change orders; and

WHEREAS, the proposed Change Order meets the policy guidelines and has been reviewed and recommended by the appropriate staff and parties to the contract;

NOW, THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, that Attachment, Change Order No. 4 is hereby approved.

PASSED AND APPROVED THIS ____ DAY OF ____________, 2021.

Attest:

____

Dan Rife, Mayor

____

Traci Cox, City Clerk

Sponsored by Public Works Committee

Change Order No 4

Owner:	City of Carthage	Project: Hazel St Roadway Improvements Carthage, Missouri
Contractor:	Sprouts Construction, Inc.	
Contract Date:	June 22, 2021	Date: November 9, 2021

This change order is issued to authorize a change in the scope of contractual obligations and to revise the contract price in accordance thereof. The following items are hereby deducted or added to the contract:

Description and Reason for Change:

Item 2063000	Overrun - After excavation to plan subgrade, portions of the subgrade 193 feet long by 33 feet wide, 35 feet long by 20 feet wide, and 30 feet long by 20 feet wide were found to be unsuitable. In these areas, the contractor excavated the unsuitable material to a depth of 18 inches and replaced the material with rock fill. The additonal excavation will be paid as Class 3 Excavation.
Item CO2-1	Overrun - See reason for Item 2063000. Furnishing rock fill will be paid as Item CO2-1.
Item CO2-2	Overrun - See reason for Item 2063000. Placing rock fill will be paid as Item CO2-2.
9031250A	Underrun - The contract included an object marker at the location of the box culvert extension. This box culvert was eliminated by Change Order #2, therefore this object marker will not be needed.
9035069A	Underrun - See reason for Item 9031250A

Item No.	Description	Unit	Original Units	Add or Deduct Units	Revised Total Units	Unit Price	Extended Total
2063000	CLASS 3 EXCAVATION	CY	281	426	707	$ 15.00	$ 6,390.00
CO 2-1 (2142000)	FURNISHING ROCK FILL	CY	164	426	590	$ 30.00	$ 12,780.00
CO 2-2 (2143000)	PLACING ROCK FILL	CY	164	426	590	$ 15.00	$ 6,390.00
9031250A	U CHANNEL POST, 3 LB.	LF	11	-11	0	$ 30.00	$ (330.00)
9035069A	SHF - FLAT SHEET FLUORESCENT	SF	3	-3	0	$ 28.00	$ (84.00)
						Total Amount	$ 25,146.00

Original Contract Amount	$ 470,093.50
Net ADD, per Change Order No. 4	$ 25,146.00
Net ADD, per Change Order No. 3	$ 42,096.40
Net ADD, per Change Order No. 2	$ 6,915.00
Net ADD, per Change Order No. 1	$ 6,955.00
Revised Contract Amount, per Change Order No. 4	$ 551,205.90

The terms of Settlement outlined above are hereby agreed to.

Accepted by Contractor:
Sprouts Construction, Inc

By Dwight Sprouls Pres Date: 11-09-21
Dwight Sprouls

Accepted by Engineer:
Anderson Engineering, Inc

By Kevin K. Marti Date: 11/9/2021
Kevin Marti, P.E.

Accepted by Owner:
City of Carthage

By Date: 11-9-21
Dan Rife, Mayor

MINUTES STANDING COMMITTEES

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, NOVEMBER 23, 2021
5:00 p.m.

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

OTHER COUNCIL MEMBERS: Mayor Dan Rife

STAFF PRESENT: Assistant City Administrator Greg Dagnan, City Clerk Traci Cox and HR Coordinator Michael Miller

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 Ms. Harrison, the minutes of the November 9, 2021 meeting were approved 3-0.

2. **Review and approval of the Claims Report**: The Committee discussed items regarding the Claims Report. Ms. Harrison moved to approve the claims. Motion carried 3-0.

NEW BUSINESS:

1. **Consider and discuss Victim's Economic Safety and Security Act ("VESSA") Leave Policy:** Michael Miller discussed the addition of the policy as required by Federal regulations. Ms. Harrison moved to forward the policy to council for approval. Motion carried.

2. **Staff Reports:** Mr. Miller discussed revisions to an internal Employee Information Verification policy.

   City Clerk Traci Cox reported on the opening date for election filing.

   Assistant City Administrator Greg Dagnan reported on future changes to the FMLA policy, Michael Miller is reviewing employee benefits as a result of recommendations from the work session, the possibility of increasing the January 1, 2022 COLA increase from 1% to 3.5% and adding a July 1, 2022 COLA increase of 3% due to current inflation indexes, Threads Performance software is being implemented, and selection of a new Fire Chief has been completed and will be appointed in December.

   Mayor Rife reported Greg Dagnan will remain in the position of Assistant City Administrator after the temporary appointment expires on January 1. Bill Hawkins will be appointed as the Police Chief effective January 1.

3. **Other Reports: None**

ADJOURNMENT: Ms. Harrison made a motion to adjourn at 5:33 PM. Motion carried 3-0.

Traci Cox

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"

12-7-2021 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: David Armstrong, Craig Diggs, and Alan Snow

Staff Members present: Zeb Carney, Public Works Director, Chelsea Rives, Public Works Administrative Assistant, Tom Short, City Administrator, and Greg Dagnan, Assistant City Administrator

Citizens: Jason Eckhart, Abi Almandinger, and Bren Flanigan

Chairman David Armstrong called the Public Works Committee meeting to order at 5:01 p.m.

A motion was made by Alan Snow to accept the minutes from the November 2, 2021 Committee meeting. All ayes, motion passed.

New Business: The meeting started with a parking lot tour; this included the parking lot at 6th and Main and the parking lot at 5th and Grant. The committee returned to City Hall and discussed the parking lots and costs of repair. Craig Diggs made a motion to move forward with repairs to both parking lots in the current fiscal year.

The committee considered and discussed an engineering contract with Zanevan Engineering LLC (Jason Eckhart). This will end the current contract with Anderson Engineering and move forward with Zanevan Engineering as the engineer for the city of Carthage. The contract will begin December 15, 2021 for a term of five years. Jason will rent an office at Public Works for $1 each quarter. Alan Snow made a motion to end the contract with Anderson Engineering and begin the contract with Zanevan Engineering, LLC (Jason Eckhart). All ayes, motion passed. A council bill will be forwarded to City Council.

The committee considered and discussed change order number 4 for the Hazel Street project. This will be the final change order for this project. Craig Diggs made a motion to approve the change order and forward the bill to City Council. All ayes, motion passed.

Staff Reports:

Zeb reported on the following:

- Sproul's Construction is set to start on the Garrison Ave project January 15, 2022.
- Leaf pickup is in full force and going well. The City has received many calls of thanks.
- The house at 1620 Maple is set for demolition on January 3, 2022.
- The road at Rollins Creek is close to completion.

Tom reported on the following:

- The survey for Fair Acres is complete; the title search has begun and should be complete within four weeks.
- The Region M grant process for 2023 has started; the grant goes towards operations at the Recycling Center.

Craig Diggs made a motion to adjourn the meeting at 6:00 p.m. All ayes, motion carried.

MINUTES SPECIAL COMMITTEES AND BOARDS

AGENDAS STANDING COMMITTEES

--NOTICE OF MEETING--

PUBLIC WORKS COMMITTEE

December 7, 2021

5:00 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. The meeting will begin with a parking lot tour at 5:00 PM, weather permitting.
2. Consider and discuss parking lots.
3. Consider and discuss engineering contract with Jason Eckhart.
4. Consider and discuss change order number 4 for the Hazel St project.

OTHER BUSINESS

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: 12/2/2021

BY: Chelsea Rives

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
December 14, 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 C.B. 21-59 – An Ordinance to amend the Family Medical Leave Act Policy of the City of Carthage regarding when an employee is designating FMLA leave.
2. Staff Reports
3. Other 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

Darieus 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
NOVEMBER 30, 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
   - **Auditor-Present 2022 Preliminary County Budget**
   - **Sheriff-Surplus Radios**
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
   - **Amend Debt Management Policy**
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 NOVEMBER 24, 2021 AT 4:00 P.M. (RSMO 610.020)

McCune Brooks Regional Hospital Trust
Regular Meeting of the Board of Trustees
December 1, 2021
3:00 p.m.
2nd Floor City Hall Conference Room

Agenda

I. Call to Order	Ron Petersen
II. Approval of August 25, 2021 Meeting Minutes	Ron Petersen
III. Financial Statement Report & Review News on Disproportionate Share CMS Appeal	Stan Schmidt
IV. Review and approval of Grant Application	Ron Petersen
V. Next meeting date	Ron Petersen
VI. Adjournment	Ron Petersen

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus 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
DECEMBER 7, 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
   - **Jasper County Assessor-Surplus Office Equipment**
   - **Jasper County Sheriff-Surplus Commercial Washers**
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
   - **Amend Debt Management Policy**
9. NEW BUSINESS
   - **Appoint Derek Walrod to the Domestic Violence Board**
   - **Approve Bid for Phase II of the Jasper County Collector's Remodeling Project**
   - **Amend Jasper County Procurement Policy**
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 DECEMBER 3, 2021 AT 4:00 P.M. (RSMO 610.020)

CARTHAGE PUBLIC LIBRARY

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

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, December14th, 2021 5:15 PM

Steadley Family Legacy Center

612 South Garrison Ave. Carthage, Missouri

AGENDA

Roll Call of Members

Minutes from the Last Meeting

Financial Report

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

- Building Committee- HVAC update
- Budget Committee
- By-Laws
- Gardens
- ADA Compliance
- New Business-Cyber Insurance
- Payment of Bills
- Adjournment

CORRESPONDENCE

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

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

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

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

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

Motions in General

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

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

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

The Three Basic Motions

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

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

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

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

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

Multiple Motions Before the Body

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

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to have a 5-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a 5-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

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

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

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

To Debate or Not to Debate

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

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

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

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

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

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

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

Majority and Super-Majority Votes

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

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

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

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

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

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

The Motion to Reconsider

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

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

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

Courtesy and Decorum

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

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

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

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

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

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

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

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

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

Special Notes About Public Input

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

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

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

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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
December 14, 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, Seth Thompson, Juan Topete, Robin Harrison, David Armstrong and Ceri Otero. Council Members Ed Barlow and Mike Daugherty 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: Police Captain Bill Hawkins, Fire Chief Roger Williams, Public Works Director Zeb Carney, Parks and Recreation Director Mark Peterson and City Clerk Traci Cox.

Ms. Otero made a motion, seconded by Mr. Topete, to approve the minutes of the November 23, 2021 Council Meeting. Motion carried unanimously.

Mayor Rife presented a shadow box to Retiring Fire Chief Roger Williams commending him for his service to the Carthage Fire Department.

Mr. Armstrong made a motion, seconded by Mr. Topete, to amend the agenda to advance Mayor's Appointments to follow Presentations. Motion Carried.

Mr. Snow made a motion, seconded by Mr. Diggs, to approve the Mayor's appointment of Ryan Huntley as Fire Chief effective December 30, 2021. Motion carried. City Clerk Traci Cox administered the Oath of Office to incoming Fire Chief Ryan Huntley. Current Fire Chief Roger Williams handed the Fire Chief badge to Maranda Huntley, who was companied by Doug Huntley, for pinning of the badge on her husband, Ryan Huntley.

Mr. Snow made a motion, seconded by Mr. Diggs, to approve the Mayor's appointment of Bill Hawkins as Police Chief effective January 1, 2022. Motion carried. City Clerk Traci Cox administered the Oath of Office to incoming Police Chief Bill Hawkins. Current Police Chief Greg Dagnan handed the Police Chief badge to Kristen Hawkins for pinning of the badge on her husband, Bill Hawkins.

Mr. Snow made a motion, seconded by Mr. Diggs, to approve the Mayor's re-appointment of Jim Swatsenbarg to the Planning, Zoning & Historic Preservation Commission until December 2025, the appointment of Jody Roughton to the Police and Fire Pension Committee until December 2023, and the re-appointment of Julie Tilley and Morgan Housh to the Care Leave Committee until December 2023. Mr. Armstrong made a motion, seconded by Mr. Thompson, to split reading of the appointments. Motion carried.

Mr. Thompson made a motion, seconded by Mr. Snow, to approve the Mayor's re-appointment of Jim Swatsenbarg to the Planning, Zoning & Historic Preservation Commission until December 2025. Motion carried on a vote of 5-2.

Mr. Snow made a motion, seconded by Mr. Diggs, to approve the Mayor's appointment of Jody Roughton to the Police and Fire Pension Committee until December 2023. Motion carried.

Mr. Snow made a motion, seconded by Mr. Diggs, to approve the Mayor's re-appointment of Julie Tilley and Morgan Housh to the Care Leave Committee until December 2023. Motion carried.

No citizens were present during Citizen's Participation Period.

Mr. Snow reported the Budget Ways & Means Committee met on December 13. Rebecca Baker, KPM CPA's & Advisors, presented the Audit Report for fiscal year ending June 30, 2021. Mr. Snow made a motion, seconded by Mr. Topete, to accept the Audit. Motion carried. Projects submitted for ARPA funding were reviewed with recommendations given on whether to proceed with possible funding or not. The Committee discussed the current inflation rate and its effect on the McGrath Salary Study. Mr. Snow made a motion, seconded by Mr. Topete, to implement a 3.5% COLA effective January 1, 2022 and an additional COLA effective July 1, 2022 to be a minimum of 3.0%. The exact amount will be determined during the budget process. Motion carried.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. Changes to the FMLA policy were approved and appear in C.B. 21-59. The Wellness points program for the 2022 calendar year was reviewed and approved.

Mr. Snow reported the Public Safety Committee is between meetings with the next meeting scheduled for December 20.

Mr. Topete reported that the Public Services Committee is between meetings with the next meeting scheduled for December 21. Bids were taken for a Parks & Recreation Dump Trailer to replace a current Dump Truck. One bid was submitted from Frye Farm Trailers of Seneca Missouri for $10,300.00. This bid is $400 over the budgeted number due to trailer industry price fluctuation since the time budget numbers were put together. The $400 will be offset by savings on other capital purchases in the same fund that have come in below budgeted numbers. Mr. Topete made a motion, seconded by Ms. Harrison, to accept the lowest and best bid from Frye Farm Trailers. Motion carried.

Mr. Armstrong reported the Public Works Committee met on December 7. Parking lots at 6th and Main and 5th and Grant were toured. The Committee agreed to proceed with repairing the parking lots. The engineering contract was discussed and changes to the contract appear in C.B. 21-58.

Special Committee and Board Liaison reports were given by Mr. Thompson for Vision Carthage, the CVB and Chamber of Commerce and Ms. Otero for the Carthage Humane Society.

During reports of Council Members, Mr. Armstrong made a motion, seconded by Ms. Harrison, to have the audit presented at the Insurance, Audit and Claims Committee going forward. Motion carried on a vote of 6-1.

City Attorney Nate Dally updated council on the status of ongoing lawsuits and a vicious dog issue.

Police Captain Bill Hawkins thanked the Mayor and Council for the honor to serve as Police Chief.

Fire Chief Roger Williams expressed his appreciation for his career with the Carthage Fire Department and thanked the Council for their support.

Public Works Director Zeb Carney and Parks & Recreation Director Mark Peterson congratulated incoming Fire Chief Ryan Huntley and Police Chief Bill Hawkins on their appointments and congratulated Chief Williams on his retirement.

Assistant City Administrator Greg Dagnan congratulated Council Member Ed Barlow on the birth of his new daughter, congratulated newly appointed Fire Chief Ryan Huntley and Police Chief Bill Hawkins, commended Chief Williams on his leadership during his tenure, discussed the implementation of multi factor authentication, and work to update the council chambers.

City Administrator Tom Short reported on the following: sales and use tax revenues, ARPA funds, posting of audit online, implementation of a COLA, a meeting with McCune Brooks Hospital Trust, and General Obligation Bonds with Baker Tilly and congratulated Chief Williams on his retirement.

The Committee on Claims filed a report in the amount of $1,313,566.71 against the following funds: General Revenue $115,865.00, Public Health $278,438.15, Lodging $2,500.00, Parks/Stormwater $54,491.04, Golf $6,350.77, Capital Improvements $55,217.65, Myers Park $3,991.00, Public Facilities $ 356,492.35, Library $60,000.00 and Payroll $380,220.75. Ms. Otero made a motion, seconded by Mr. Topete, to accept the report and allow the claims. Motion carried.

Under old business, C.B. 21-57 – An Ordinance to amend Section 500 – Leaves of the Personnel Policy Manual of the City of Carthage by adding subsection 511 Victim's Economic Safety and Security Act ("VESSA") Leave was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Diggs, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-59.

Under new business, C.B. 21-58 – An Ordinance authorizing the Mayor to sign a release of Anderson Engineering, Inc. from Professional Engineering Service Contract, dated July 1, 2021 with the City of Carthage and to sign an Agreement between the City of Carthage, Missouri, and Zanevan Engineering, LLC, for Engineering Services to be considered an Emergency Ordinance due to unforeseen circumstances which delay would hinder the effective delivery of municipal service was placed on first reading with no action taken.

Mr. Armstrong made a motion, seconded by Mr. Snow, to follow the emergency protocol and place C.B. 21-58 on second reading. Motion carried.

C.B. 21-58 – An Ordinance authorizing the Mayor to sign a release of Anderson Engineering, Inc. from Professional Engineering Service Contract, dated July 1, 2021 with the City of Carthage and to sign an Agreement between the City of Carthage, Missouri, and Zanevan Engineering, LLC, for Engineering Services to be considered an Emergency Ordinance due to unforeseen circumstances which delay would hinder the effective delivery of municipal service was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Diggs, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-60.

C.B. 21-59 - An Ordinance to amend the Family Medical Leave Act Policy of the City of Carthage regarding when an employee is designating FMLA leave was placed on first reading with no action taken.

Mr. Snow made a motion, seconded by Ms. Otero, to approve Resolution 1951 – A Resolution approving the recommendation of the McCune Brooks Regional Hospital Trust for the commitment of funds from the Escrow Account (not to exceed the balance of the Escrow Account, approximately $5,072,104) to the City of Carthage, Missouri for implementation of the 2021 Master Plan for the Carthage Parks and Recreation Department (Our Town Our Time). Resolution 1951 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Diggs, Harrison, Otero, Snow, Thompson and Topete.

Mr. Armstrong made a motion, seconded by Mr. Diggs, to approve Resolution 1952 – A Resolution of the Council of the City of Carthage authorizing the approval of Change Order No. 4 for the Governor's Cost Share (Hazel St. Improvement). Resolution 1952 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Diggs, Harrison, Otero, Snow, Thompson and Topete.

Closing Comments: Council Members congratulated Fire Chief Roger Williams on his retirement and welcomed incoming Police Chief Bill Hawkins and Fire Chief Ryan Huntley. Christmas wishes were extended to all.

Ms. Otero made a motion, seconded by Ms. Harrison 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 7 yeas and no nays. Ayes: Armstrong, Diggs, Harrison, Otero, Snow, Thompson and Topete. Motion carried at 7:51 p.m.

CLOSED SESSION

Mr. Thompson made a motion, seconded by Mr. Armstrong, to return to the regular session of the Council Meeting at 8:58 PM followed by a roll call vote of 7 yeas and no nays. Ayes: Armstrong, Diggs, Harrison, Otero, Snow, Thompson and Topete. Motion carried.

Mr. Armstrong made a motion, seconded by Ms. Otero, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:58 p.m.

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Dan Rife, Mayor

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Traci Cox, City Clerk