

1. City Council Agenda March 22, 2022

Documents:

[CITY COUNCIL AGENDA 03 22 22.PDF](#)

- 1.I. City Council Minutes March 22, 2022

Documents:

[CITY COUNCIL MINUTES 03 22 22.PDF](#)

2. City Council Packet March 22, 2022

Documents:

[CITY COUNCIL PACKET 03 22 22.PDF](#)

**COUNCIL AGENDA  
CITY OF CARTHAGE, MISSOURI  
TUESDAY, MARCH 22, 2022  
CITY HALL COUNCIL CHAMBERS  
6:30 P.M.**

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meeting
6. Presentations/Proclamations
  - Proclamation for Joplin Police Officers
  - Proclamation for Bonne Terre Police Officer
  - Proclamation for Bill Hawkins
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. 22-09** – An Ordinance authorizing the Mayor to enter into a contract with Abernathy Roofing & Construction, LLC. 1901 North Rangeline Rd., Joplin, MO 64801 for the Carthage P.D. Kitchen Remodel project. (Public Safety)
  2. **C.B. 22-10** – An Ordinance to amend Section 10-26 (a) and Section 18-17 (c) of the Carthage Code to amend the requirement for Firefighters and members of the Police Department. (Public Safety)
  3. **C.B. 22-11** – An Ordinance to amend Section 503 – Holidays Authorized of the Personnel Policy Manual of the City of Carthage by adding Martin Luther King Jr. Day

as an authorized holiday, observed on the third Monday in January. (Insurance, Audit and Claims)

#### 16. New Business

1. **C.B. 22-12** – An Ordinance rezoning certain property on Harrington Ave between West Macon Street and West Budlong Street in the City of Carthage from “A” First Dwellings to “B” Second Dwellings as requested by LE Home Builders LLC. (Planning, Zoning, and Historic Preservation)
2. **C.B. 22-13** – An Ordinance authorizing the Mayor to enter into a contract with the Carthage YMCA for Management of the Pool Facilities in the City of Carthage Missouri. (Public Services)
3. **C.B. 22-14** – An Ordinance authorizing the Mayor to enter into a Lease Agreement with Jason and Pam Graff for continued use of the pavilion in Municipal Park as a skating rink for a one year term commencing January 1, 2022. (Public Services)
4. **C.B. 22-15** – An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Baseball League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex from March 15, 2022 to July 15, 2022. (Public Services)
5. **C.B. 22-16** – An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2022 in the City of Carthage, Missouri. (Public Services)
6. **C.B. 22-17** – An Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, INC. d/b/a LIME for scooter rental in the City of Carthage, Missouri. (Public Services)
7. **C.B. 22-18** – An Ordinance authorizing the Mayor to enter into a Contract with Lightspeed Point of Sale Agreement for the Carthage Golf Course in the City of Carthage, Missouri. (Public Services)

#### 17. Mayor's Appointments

#### 18. Resolutions

1. **Resolution 1954** – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. (Budget Ways & Means)
2. **Resolution 1955** – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. (Budget Ways & Means)

#### 19. Closing Comments

#### 20. Executive Session

#### 21. Adjournment

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

MINUTES OF THE MEETING OF THE CITY COUNCIL  
CITY OF CARTHAGE, MISSOURI  
March 22, 2022

The Carthage City Council met in regular session on the above date in the Council Chambers at 6:30 P.M. with Mayor Dan Rife presiding. Fire Chief Ryan Huntley gave the invocation and Police Chief Bill Hawkins led the flag salute.

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

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson and City Clerk Traci Cox.

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve the minutes of the March 8, 2022 Council Meeting. Motion carried unanimously.

Mayor Rife presented proclamations honoring the Joplin Police Officers, Bonne Terre Officer from Carthage, and a proclamation for Bill Hawkins 40-year anniversary with the City of Carthage

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

Mr. Snow reported the Budget Ways & Means Committee met on March 14 and reviewed capital requests. Resolution 1954 addresses the increase in fuel prices. Resolution 1955 appropriates funds for ARPA revenue.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. Changes to Section 502 – Vacation of the personnel policy manual were approved.

Mr. Barlow reported the Public Safety Committee met on March 2. TYP Nutrition is hosting a 5K Run on June 4 that will benefit the Carthage Humane Society. They are requesting closure of the intersection at 3<sup>rd</sup> and Main and officer assistance at Main and Centennial. Mr. Barlow made a motion, seconded by Mrs. Harrison, to approve the request for June 4, 7:00 a.m. to 12:00 p.m. Motion carried. Julie Reams with Carthage Chamber of Commerce requested closure of the square to traffic on Saturday, May 21 for activities in conjunction with Civil War Days. Activities include blacksmithing, black powder muzzle loading, food trucks, entertainment, pony rides and possible ax throwing. Mr. Barlow made a motion, seconded by Mr. Armstrong, to close the square on May 21 from 6:00 a.m. to 6:00 p.m. for Civil War Days. Motion carried.

Mr. Barlow made a motion, seconded by Mr. Armstrong, to approve Resolution 1958 – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. This Resolution addresses appropriation of funds for an automatic CPR device. Resolution 1958 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Harrison, Otero, Snow and Thompson.

Mr. Barlow made a motion, seconded by Mr. Armstrong, to approve Resolution 1959 – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. This Resolution addresses appropriation of funds for wi-fi in the Parks. Resolution 1959 failed by a roll call vote of 4 yeas and 3 nays. Ayes: Armstrong, Harrison, Otero and Thompson. Nays: Barlow, Daugherty and Snow.

Mr. Barlow made a motion, seconded by Mr. Armstrong, to approve Resolution 1960 – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. This Resolution addresses appropriation of funds for Civic Experience software. Resolution 1960 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Harrison, Otero, Snow and Thompson.

Mr. Barlow made a motion, seconded by Mr. Armstrong, to approve Resolution 1961 – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. This Resolution addresses appropriation of funds for Police Department mobile command truck. Resolution 1961 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Harrison, Otero, Snow and Thompson.

Mr. Snow made a motion to appropriate the ARPA funds, but the language was already included in the previous Resolutions. Mr. Snow rescinded his motion.

During closing comments, Council Members congratulated Chief Hawkins for his years of service.

Mr. Daugherty made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:02 p.m.

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Dan Rife, Mayor

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Traci Cox, City Clerk

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***PRESENTATIONS/  
PROCLAMATIONS***

## PROCLAMATION

WHEREAS, on March 8, 2022, Joplin Police Officers were involved in a shooting while on duty,

WHEREAS, law enforcement officials frequently put themselves in danger in the name of public protection, courageously and selflessly devote their lives to ensuring the safety and well-being of their fellow citizens,

WHEREAS, we salute every law enforcement officer for the protection they provide in our communities,

WHEREAS, we also salute all of the family members of law enforcement officials for the many sacrifices they make over the course of their loved one's call to service,

WHEREAS, the people of Carthage are thankful for the sacrifices of the brave police officers who have risked their own lives to protect the lives and property of the citizens they serve,

NOW, THEREFORE, I, Dan Rife, Mayor of the City of Carthage, as a mark of respect for the Joplin Police Officers for their bravery and service do hereby order that the flag of the United States, the flag of Missouri and the flag of Carthage shall be flown at half-staff at every municipal building and municipal property in the City of Carthage effective immediately and until sunset on March 18, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Carthage, Missouri, this 9<sup>th</sup> day of March, 2022.

## PROCLAMATION

WHEREAS, on March 17, 2022, Bonne Terre Police Officer Lane Burns, a native of Carthage, was involved in a shooting while on duty,

WHEREAS, law enforcement officials frequently put themselves in danger in the name of public protection, courageously and selflessly devote their lives to ensuring the safety and well-being of their fellow citizens,

WHEREAS, we salute every law enforcement officer for the protection they provide in our communities,

WHEREAS, we also salute all of the family members of law enforcement officials for the many sacrifices they make over the course of their loved one's call to service,

WHEREAS, the people of Carthage are thankful for the sacrifices of the brave police officers who have risked their own lives to protect the lives and property of the citizens they serve,

NOW, THEREFORE, I, Dan Rife, Mayor of the City of Carthage, as a mark of respect for Officer Lane Burns, for his bravery and service, do hereby order that the flag of the United States, the flag of Missouri and the flag of Carthage shall be flown at half-staff at every municipal building and municipal property in the City of Carthage effective immediately and until sunset on March 25, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Carthage, Missouri, this 18<sup>th</sup> day of March, 2022.

# **P R O C L A M A T I O N**

**WHEREAS**, Police Chief Bill Hawkins began his career as a police officer with the Carthage Police Department in 1982; and

**WHEREAS**, the City of Carthage owes a debt of gratitude to Chief Hawkins for his extensive work and various roles within the police department;

**WHEREAS**, Chief Hawkins was recently appointed to Chief of Police in 2022 and continues to be committed to and serious about his role in ensuring the citizens of Carthage are protected and safe;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Carthage applauds Bill Hawkins and conveys to him our most heartfelt congratulations for his dedication and commitment in his 40 years of service to the City of Carthage and the Carthage Police Department.

**BE IT FURTHER RESOLVED**, that a copy of this Proclamation be properly inscribed and presented to Bill Hawkins.

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**Dan Rife**

**Mayor**

***PUBLIC  
HEARINGS***

***OLD  
BUSINESS***

**COUNCIL BILL NO. 22-09**

**ORDINANCE NO.**

An Ordinance authorizing the Mayor to enter into a contract with Abernathy Roofing & Construction, LLC. 1901 North Rangeline Rd. Joplin Mo. 64801 for the Carthage P.D. Kitchen Remodel project.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into a contract with Abernathy Roofing & Construction, LLC. 1901 North Rangeline Rd. Joplin Mo. 64801 for the Carthage P.D. Kitchen Remodel project for the sum of \$28,084.00 a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**Dan Rife, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Traci Cox, City Clerk**

**Sponsored by: Public Safety Committee**

**COUNCIL BILL NO. 22-10**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance to amend Section 10-26 (a) and Section 18-17 (c) of the Carthage Code to amend the requirement for Firefighters and members of the Police Department.

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

**SECTION I:** Section 10-26 (a) of the Carthage Code is hereby amended to read as follows:

- (a) No member of the city fire department shall serve as a firefighter (full-time or part-time) until he or she has reached their twenty-first birthday and is a citizen of the United States. No person shall continue to serve as a firefighter after his sixty-fifth birthday. No person shall serve as a firefighter within the city fire department unless he/she possess and maintains a telephone (landline or cell) and resides within a fifteen mile radius of the City of Carthage city limits. Any employee assigned a city owned emergency response type vehicle shall reside within the limits previously delineated, or within the designated boundaries of the Carthage Fire Protection District. However, all fire employees have an obligation to respond to the fire department within a reasonable time at the discretion of the Fire Chief if a situation requires such response.

**SECTION II:** Section 18-17 (c) of the Carthage Code is hereby amended to read as follows:

- (c) Applicants/current employees. No person shall be assigned a position that requires an "on call" response defined as a police employee who is being compensated for a mandatory response, or an employee assigned a city owned vehicle that is to be taken to their residence, or a command staff position defined as lieutenant or above, unless they reside within a fifteen-mile radius of the Carthage city limits. However, all police employees have an obligation to respond to the police department within a reasonable time at the discretion of the chief of police if a situation requires such response.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**ATTEST:**

\_\_\_\_\_  
**Dan Rife, Mayor**

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**Traci Cox, City Clerk**

Sponsored by: Public Safety Committee

**EXISTING CODE...Sec. 10-26. - Qualifications of employees.**

- (a) No member of the city fire department shall serve as a firefighter (full-time or part-time) until he or she has reached their twenty-first (21st) birthday and is a citizen of the United States. No person shall continue to serve as a firefighter after his sixty-fifth (65th) birthday. No person shall serve as a firefighter with the city fire department unless he/she possess and maintains a telephone (landline or cell) and resides within a fifteen (15) mile radius of the Fire Station located at 401 W. Chestnut in the City of Carthage. Any employee assigned a city owned emergency response type vehicle shall reside within the city limits or the designated boundaries of the city fire protection district.

**COUNCIL BILL NO. 22-11**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance to amend Section 503 – Holidays Authorized of the Personnel Policy Manual of the City of Carthage by adding Martin Luther King Jr. Day as an authorized holiday, observed on the third Monday in January.

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

**SECTION I:** Section **503 – Holidays Authorized** of the Personnel Policy Manual is hereby amended by adding Martin Luther King Jr. Day as an authorized holiday, observed on the third Monday in January.

503. Holidays Authorized: All full-time employees are authorized the following paid holidays each year:

New Year's Day - January 1

Martin Luther King Jr. Day – Third Monday in January

President's Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day - November 11

Thanksgiving Day - Fourth Thursday in November

Thanksgiving Friday

Christmas Eve - December 24

Christmas Day - December 25

Personal Leave Day

In the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event that a holiday falls on a Sunday, the following Monday shall be observed. In the event Christmas Eve falls on a Sunday the preceding Friday shall be observed as the holiday. In the event Christmas Day falls on a Saturday then the preceding Thursday and Friday shall be observed as the Christmas Eve and Christmas Day holidays.

**SECTION II:** This Ordinance shall take effect and be in force effective from and after

***NEW  
BUSINESS***

**COUNCIL BILL NO. 22-12**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance rezoning certain property on Harrington Ave between West Macon Street and West Budlong Street in the City of Carthage from “A” First Dwellings to “B” Second Dwellings as requested by LE Home Builders LLC.

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

**SECTION I:** The following described property is hereby rezoned from District “A” First Dwelling House District and to District “B”, Second Dwelling House District, to wit:

ALL OF LOTS NUMBERED FIVE (5), SIX (6), SEVEN (7), EIGHT (8), THIRTEEN (13), SEVENTEEN (17), EIGHTEEN (18), AND TWENTY-ONE (21) IN THE REPLAT OF COLUMBIAN ADDITION TO THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, ACCORDING THE RECORDED PLAT THEREOF, AND ALL THAT PART OF THE VACATED WEST 10 FEET OF HARRINGTON AVENUE LYING EAST OF AND ADJOINING LOTS 13, 17, 18, AND 21 OF SUBJECT PREMISES.

EXCEPT: ALL OF THE WEST 85 OF LOT NUMBERED THIRTEEN (13) IN THE REPLAT OF COLUMBIAN ADDITION TO THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Sponsored by: Planning, Zoning and Historic Preservation Commission**

**COUNCIL BILL NO. 22-13**

**ORDINANCE NO.**

An Ordinance authorizing the Mayor to enter into a contract with the Carthage YMCA for Management of the Pool Facilities in the City of Carthage Missouri.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized enter into a Management agreement with the Fair Acres Family YMCA INC. to manage the Aquatic Facilities owned by the City of Carthage for the Summer of 2022, a copy of which is attached hereto and incorporated herein as if set out in full.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Sponsored by: Public Services Committee**

**City of Carthage**

**2022**

**POOL MANAGEMENT CONTRACT**

This agreement is entered into on this day \_\_\_\_\_, by and between the Fair Acres Family YMCA, Inc., a Missouri non-profit corporation (hereinafter, "FAFY"), and the City of Carthage (hereinafter, "The City").

**WHEREAS**, FAFY is engaged in the business of Aquatic Facility Management and,

**WHEREAS**, The city is the owner of two public swimming pool facilities located at 520 Roberts Ellis Young Dr., Carthage, Missouri and 714 S Garrison, Carthage, Missouri and,

**WHEREAS**, Owner desires to hire FAFY to manage and maintain the pool, upon the terms and conditions hereinafter set forth. The parties hereto intend that an independent contractor-employer relationship will be created by this contract. The City is interested only in the results to be achieved and the conduct and control of the work will lie solely with FAFY. FAFY is not to be considered an agent of the city for any purpose, and the employees of FAFY are not entitled to any of the benefits that the City provides for its employees, if any.

**WHEREAS**, it is the purpose of the City to provide, in the most efficient and effective manner, recreational facilities and programs to the residents of the City. The City believes that the scope and effectiveness of its programs can be improved by associating with the FAFY in order to utilize its training, experience and resources. The purpose of this Agreement is to outline the terms of a cooperative arrangement between the parties that is designed to increase, improve and enhance the City's recreational programs.

**NOW, THEREFORE**, in consideration of these premises and of the agreements hereinafter set forth, the parties agree as follows:

**1. ENGAGEMENT.** The owner hereby hires FAFY, and FAFY agrees to maintain and operate the pool upon the terms and conditions set forth in the Contract.

**2. STAFFING REQUIREMENT.** FAFY shall provide YMCA or Red Cross Certified Lifeguard(s), for the management of the pool pursuant to the terms of this contract. Pool manager will be on FAFY salary allowing a decrease in management fees. All personnel provided by FAFY shall be FAFY's employees. FAFY shall be responsible for all hiring and firing and scheduling decisions, paying the employees, providing workers compensation and unemployment insurance, and for adequate supervision and administration of the staff.

**3. SCHEDULE AND FEES.** The pool will be operated according to the times Set forth in Schedule A (Operational Schedule). The pool shall be opened during the hours specified unless the pool must be closed due to mechanical breakdown, unsafe weather conditions, or contamination as reasonably determined by the FAFY. In the event of unsafe weather conditions, the FAFY staff member on duty shall evacuate the pool and remain on station for 1 hour to determine if the pool may be re-opened that day. If it starts raining after 4:45pm, it will be within the lifeguard's discretion as to

whether to close or keep the pool open. The City will pay FAFY according to Schedule B (Payment schedule). Gate fees, individual and family passes, and all other special passes and fees, are set forth in Schedule C (Fee Schedule); however, The City and FAFY may modify or amend the gate and pass fees by mutually agreed upon written amendment to Schedule C.

**4. INSPECTION.** The FAFY administrative staff or lifeguards shall inspect the Pool on a daily basis to insure that the terms and provisions of this contract and the policies of FAFY are being properly executed.

**5. POOL REGULATIONS.** FAFY shall establish and enforce all pool operational procedures and regulations for safety and maintenance. FAFY shall also enforce additional regulations pertaining to the pool, as provided by the City. All FAFY personnel, the City's members, employees, and guests of the City using the pool and its environs shall follow these regulations. FAFY staff is hereby authorized to cause to be removed from the pool or its environs any individual(s) violating the pool regulations as reasonably determined by FAFY's employees, in their sole discretion. FAFY employees maintain the right to permanently remove from the pool any individual as a result of drinking/drug abuse or physical assault, etc.

The FAFY lifeguard has the last word on the pool deck and in the water. Both the FAFY and the lifeguard are held harmless with regard to any consequences arising from this termination or agreement and the lifeguard will immediately cease all activity and vacate the premises.

**6. REPAIRS.** If the pool must be closed while awaiting mechanical repair, the City's designated representative shall be advised as soon as practicable. FAFY's personnel will not open the pool unless all systems are operating properly. The City shall provide any reasonable repairs to the pool and the surrounding area. Any clean-up due to vandalism and/or repair due to vandalism shall be billed separately from contract and paid for by The City. FAFY shall contact the City's designated representative to arrange inspection prior to clean up. If the pool must be closed for mechanical repair that by no means does that obviate the City's duty to pay FAFY under the terms of schedule B.

**7. ROUTINE MAINTENANCE.** All necessary chemicals to properly maintain the pool will be supplied by FAFY. FAFY shall maintain the pool according to the regulations of the Missouri State Health. FAFY will provide paper products for the restrooms. The City will provide utilities services, including electric, sewer, trash, natural gas, and a functional, hard-wired telephone with 911 capability, and any additional fees relating to utilities for the duration of the contract to begin one week prior to pool opening. The City will remove water, clean and refill the pool with fresh city water the third week in May. FAFY will initiate the treatment and maintenance of the pool water following the City's initial spring clean-up no earlier than the third week in May.

**8. HOLD HARMLESS AGREEMENT.** To the fullest extent permitted by law, The FAFY agrees to indemnify, defend and hold harmless the City of Carthage, Missouri, its officers, agents, volunteers, and employees from and against all claims for bodily injuries or property damage or loss, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs, arising out of, or in any manner related to the use of the pool by the City and the City's residents, invitees, or trespassers, caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the FAFY, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the FAFY or anyone for whose acts FAFY may be liable.

To the fullest extent permitted by law, the City of Carthage agrees to indemnify, defend and hold harmless the Fair Acres Family YMCA, its officers, agents, volunteers, and employees from and against all claims for bodily injuries or property damage or loss, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs, arising out of, or in any manner related to the use of the pool by the City and the City's residents, invitees, or trespassers, caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the City of Carthage, Missouri, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the City of Carthage or anyone for whose acts the City of Carthage may be liable.

**9. INSURANCE.** The City shall maintain, in full force and effect during the term of this contract, a general liability insurance policy, to protect the City, in the face amount of not less than \$2,000,000. FAFY shall also maintain general liability insurance in the face amount of \$2,000,000, in full force for the duration of this contract and will provide the City with certificates of insurance, with the City of Carthage being listed as an additional insured and all proper endorsements being attached, for both general liability and workers' compensation insurance on request. In turn the City will provide the Fair Acres Family YMCA with certificates of insurance, with the Fair Acres Family YMCA being listed as an additional insured and all proper endorsements being attached, for both general liability and workers' compensation insurance on request.

**10. PROGRAMMING.** FAFY is solely authorized to conduct swimming instruction and water exercise programs on Mondays through Saturdays. Private parties will be scheduled by FAFY and staffed by FAFY personnel at the rate of \$200.00 for 2 hours. In general, the FAFY agrees to provide the personnel necessary to organize, publicize, manage and operate the City's swimming pool facilities. Also, the FAFY agrees to be liable for the operating costs incurred by these programs. Carthage summer Aquatic Swim Team will have access to the municipal pool for practices and meets. Times and dates will need to be agreed upon with FAFY staff.

**11. TERMINATION.** The City shall have the right to terminate this contract at any time for cause, and any of the following acts by FAFY shall constitute cause for termination of this contract:

- A. The assignment by FAFY of this Contract, or any rights there under, without the City's written consent, or
- B. The appointment of a receiver for FAFY, or an application therefore, or the filing of a petition by or against FAFY under the federal bankruptcy Act, or,
- C. The assignment for the benefit of creditors, or,
- D. Natural Disaster and/or acts of mother nature, or,
- E. The breach of any terms or conditions contained herein.

Cancellation of this contract by the City for any reason other than the Causes expressly stated above shall constitute a breach of this contract, in which case the balance of the Contract shall become immediately due and payable.

In the event of a litigation to enforce the payment terms of this contract, the prevailing party shall be entitled to a reasonable attorney's fee and costs, if any.

**12. OWNER'S DESIGNATED REPRESENTATIVE.** The City shall designate an Agent(s) who shall be an employee of the City, for the purpose of this contract. The FAFY Director of Aquatics shall address to and all patron complaints or suggestions. The City's designated agent may be changed from time to time at the discretion of the City.

\_\_\_\_\_  
Mayor Dan Rife  
City of Carthage

Date\_\_\_\_\_

\_\_\_\_\_  
Tom Short  
City of Carthage  
Director

Date\_\_\_\_\_

\_\_\_\_\_  
Jonathan H Roberts  
Executive Director  
Fair Acres Family YMCA

Date\_\_\_\_\_

**SCHEDULE A: Operational Schedule**

**Opening date: Saturday, May 28th**

**Closed Days: TBD**

**Last Day of Season: Saturday, August 20th**

**SCHEDULE C: Fee Schedule**

Daily Pass

Central Pool

FREE – Ages 10 & under

Municipal Pool

Free - Age 3 & Under

\$2.00 - Age 4-15

\$3.00 – Age 16+

Rental

\$200 – Municipal Pool for 2hrs

\$75 – Central Pool for 2hrs

Admission to the pools at no additional costs will be included in Fair Acres Family YMCA memberships.

**COUNCIL BILL NO. 22-14**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into a Lease Agreement with Jason and Pam Graff for continued use of the pavilion in Municipal Park as a skating rink for a one-year term commencing January 1, 2022.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into a Lease Agreement with Jason and Pam Graff for the continued use of the pavilion in Municipal Park as a skating rink for a one-year term commencing January 1, 2022 and ending December 31, 2022, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Sponsored by: Public Services Committee**

## LEASE AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Carthage, Jasper County, Missouri, a municipal corporation, hereinafter called Lessor, and Jason and Pam Graff, of Carthage, Missouri, hereinafter called the Lessee.

**WITNESSETH, THAT THE** Lessor, for and in consideration of the rents, covenants, and stipulations to be paid, kept and performed by the said Lessee does hereby lease and demise to the said Lessee a certain building located in the Municipal Park, Carthage, Missouri, which said building is owned by Lessor and commonly referred to as "pavilion" to be used by Lessee as a skating rink.

**TO HAVE AND TO HOLD** the above described building with all privileges thereto belonging unto the said lessee for a term of one year commencing January 1, 2022 and ending December 31, 2022. Lessee to use said premises as and for a skating rink with the approval of a majority of the members of the City Council, City of Carthage, Missouri.

Lessee does hereby agree to pay to lessor as and for rental for the above described premises the total sum of Zero Dollars (\$00.00) per year.

Lessee does hereby agree that the Lessor is to make no repairs to the facility, including but not limited to; water infiltration form surface water, resurfacing floor, painting, and exterior maintenance.

The Lessee shall hold the Lessor free and harmless from any and all costs, damages, expenses, mechanic liens, or any and all liability which may arise from any contract, tort, statute, or city ordinance growing out of the use of said premises by said Lessee.

The Lessee does hereby agree that he will not assign this lease nor shall he have the right to so assign the same to any person or persons howsoever without first having and obtaining the written consent of the Lessor to said proposed assignment.

The City will continue to maintain electrical, sewer, and water service to and from the building. Lessee to provide proper sanitation and illumination inside the building

The Lessee shall be responsible for all repairs to the interior of said pavilion and Lessee covenants to maintain said interior in as good repair as it was in at the commencement of this lease, ordinary wear and tear and acts of God excepted.

The Lessee assumes and agrees to pay all utility bills, including the water bill for the main floor of the building, incurred in connection with use of said building.

Lessee shall have the right at their option to operate legitimate concessions within said building in addition to the skating business carried on therein.

Lessee further covenants and agrees to prevent their patrons and others from parking their automobiles immediately adjacent to said pavilion, and Lessee agrees to use all reasonable means to prevent delivery trucks from crossing the sidewalk when making deliveries to the said pavilion.

Damage to the building by fire, wind, storm, and other casualty rendering the Pavilion untenable shall, at the option of either party, work a termination of this lease.

The Lessee covenants and agrees to maintain and keep the toilets on the main floor in said building clean and in good repair, except for as above stated, and to keep the premises in a clean, neat, and orderly manner.

It is further agreed and understood by and between the parties hereto, that prior to the commencement of said skating rink business by Lessee on said premises, said Lessee shall at this own expense, obtain a policy of liability insurance in the amount of two million dollars (\$2,000,000.00) with the City of Carthage as an additional named insured, protecting Lessor from any claim of any person or persons whomsoever arising out of the use of said property as a skating rink by Lessee. Lessee shall provide the City Clerk with a copy of the insurance certificate no later than thirty days after signing of the agreement.

The alterations made by Lessee and all equipment installed for the purpose of winterizing the Pavilion shall be and remain the property of Lessor upon the termination of the Lease Agreement.

Violation of any above covenants contained herein by the Lessee shall, at the option of the Lessor, constitute a forfeiture of the lease, but shall in no way affect the obligation of the Lessee to pay the rental herein provided for.

In **WITNESS WHEREOF**, the parties hereunto set their hand and seal of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF CARTHAGE**

By: \_\_\_\_\_ Lessor  
Mayor:

\_\_\_\_\_  
Pam Graff Lessee

\_\_\_\_\_  
Jason Graff Lessee

Attest:

\_\_\_\_\_  
City Clerk

**COUNCIL BILL NO. 22-15**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Baseball League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex from March 15, 2022 to July 15, 2022.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Carthage Youth Baseball League for nonexclusive use of the baseball fields at the Fair Acres Sports Complex from March 15, 2022 through July 15, 2022, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Sponsored by: Public Services Committee**

## AGREEMENT

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Carthage, Jasper County, Missouri, and the Carthage Youth Baseball League, a Missouri not-for-profit corporation, hereinafter referred to as "Youth Baseball".

WITNESSETH:

### RECITALS

Whereas, the City of Carthage has responsibility for the maintenance of the Parks within the City of Carthage, and

Whereas, a portion of the Fair Acres Sports Complex was developed for youth baseball and softball purposes and,

Whereas, Youth Baseball offers a baseball program with the principles of directing its team members toward the maximum development of their talents and abilities and,

Whereas, the Youth Baseball program strives to instill in young baseball players an understanding and appreciation of such concepts as high self-esteem, personal accountability, constructive self-motivation, goal setting, and goal achievement as these ideas relate to their success in training and in competition, and

Whereas, Youth Baseball and the City of Carthage desire to make provision for the continuance of the quality baseball programs that have existed, and

Whereas, in order for there to be an orderly relationship between the City of Carthage and Youth Baseball, the parties hereto desire to formally express their goals and objectives.

### COVENANTS

NOW, THEREFORE, in consideration of the promises set forth herein it is agreed as follows:

That the City of Carthage hereby grants to Youth Baseball a non-exclusive privilege to utilize the Baseball Fields at the Youth Baseball Complex at Fair Acres Sports Complex for a Baseball Program to run from March 15<sup>th</sup> through July 15<sup>th</sup>, 2022, which shall include five tournaments. The City retains the right to schedule the fields for any additional events taking into consideration the Youth Baseball schedule.

Youth Baseball shall provide the Park Director with a schedule for its season. Youth Baseball must receive written permission from the Park Director for any tournaments or play outside of the normal summer program. There will be fees associated for field space outside of the defined Youth Baseball agreement timeframe.

Youth Baseball agrees to provide a program that will enable all Youth in the general Carthage

area to participate.

Youth Baseball agrees to operate a responsible and appropriate Baseball program. Youth Baseball agrees to provide all equipment and complete management and supervision of the Baseball program; and the City assumes no responsibility for expenses related to the management of the Baseball program.

The City agrees to provide reasonable maintenance on the Baseball Fields as may be necessary and the Youth Baseball agrees to work in cooperation with the City in the maintenance of the baseball fields. The parties to this agreement further agree to cooperate in the maintenance of the general baseball field's area and to keep it free from all trash and debris. Youth Baseball shall be responsible for pick-up of trash in the immediate vicinity of the boy's ball fields and the City shall be responsible for the dumping of trash barrels and providing a dumpster. The City shall be responsible for major repairs related to plumbing, roofing, electrical, fencing, structural and lighting. The Youth Baseball shall be responsible for minor repairs such as light bulb replacement and other minor items associated with the daily use of the concession stand. The City will provide restroom clean up Monday through Friday mornings. Youth Baseball shall provide restroom clean up when necessary outside of the City clean up schedule. Youth Baseball provide clean up of the concession stand during its summer program. The City shall provide restroom supplies such as toilet paper and paper towels.

The City of Carthage agrees that Youth Baseball shall have the right to place signs on fences at the ball fields, and shall be responsible for the installation and removal of signs on fences. All signs should be of the banner type, which provides for airflow to prevent damage to fences.

The City of Carthage agrees, in addition to the other matters set forth herein, to provide a secure storage area for equipment. The City of Carthage assumes no liability for injuries to Baseball Players or loss of equipment.

The City of Carthage hereby grants to Youth Baseball a non-exclusive right to utilize the baseball concession stand during the summer season and tournaments as specified herein, subject to the right of the City to schedule events.

The City of Carthage agrees to pay all utility costs associated with the Youth Baseball program for the duration of this agreement.

Youth Baseball agrees to provide to the City of Carthage a copy of its charter as a Missouri not-for-profit corporation or other documentation, which establishes that Youth Baseball is a lawful corporation.

Youth Baseball agrees to provide, by March 15<sup>th</sup> of each year, the following documents:

A list of all current members of the Board of Directors.

An annual financial statement detailing the actual income and expense for the previous year, together with a detailed budget for the coming year.

A certificate of insurance showing liability insurance coverage of two million dollars (\$2,000,000), with the City of Carthage named as co-insured, covering all of Youth Baseball's activities on the above described property.

Upon signing this Agreement, Youth Baseball shall present a copy of the Corporate Resolution adopted by the Board of Director's, which authorizes the signing of this agreement.

Youth Baseball shall not use the fields at Fair Acres for practice or games until this agreement has been signed by both parties.

Youth Baseball shall indemnify, protect and hold the City of Carthage harmless from any and all liability, losses, claims and damages whatsoever, and expenses including, without limitation, attorney fees and expenses resulting from all claims by or on behalf of any person, firm or corporation, arising out of or as a result of the use by Youth Baseball of the said City baseball fields or the use, operation or condition of the facilities or any part thereof, or any accident in connection with the operation, use or condition of the facilities or any part thereof resulting in damage to property or injury to or death of any person.

This agreement may be modified upon such terms and conditions as may be acceptable to the respective parties. All modifications shall be in writing and signed by both parties.

#### TERM OF THE AGREEMENT

The term of this agreement shall be from March 15<sup>th</sup>, 2022 until July 15<sup>th</sup>, 2022. This agreement shall be reviewed each year, evaluated and presented to the Public Services Committee of the Carthage City Council for consideration.

All notices required by this agreement shall be either personally delivered or placed in the United States Mail, properly addressed and with certified or registered postage prepaid. Said notices shall be sent to the parties at the following addresses, unless a party is otherwise notified in writing: to the City of Carthage, to the Mayor, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, with a copy to the City Attorney, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, and to the Carthage Youth Baseball League.

\_\_\_\_\_  
Passed and approved by the Carthage Youth Baseball League on the \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
President, Carthage Youth Baseball League

Passed and approved by the City of Carthage on the

\_\_\_\_\_ Day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Dan Rife  
Mayor

Attest:

\_\_\_\_\_  
Traci Cox  
City Clerk

**COUNCIL BILL NO. 22-16**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2022 in the City of Carthage, Missouri.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Carthage Youth Softball League for nonexclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2022 as outlined in the agreement, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Sponsored by: Public Services Committee**

## AGREEMENT

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Carthage, Jasper County, Missouri, and the Carthage Youth Softball League, a Missouri not-for-profit corporation, hereinafter referred to as "Youth Softball".

WITNESSETH:

### RECITALS

Whereas, the City of Carthage has responsibility for the maintenance of the Parks within the City of Carthage, and

Whereas, a portion of the Fair Acres Sports Complex was developed for youth baseball and softball purposes and,

Whereas, Youth Softball offers a softball program with the principles of directing its team members toward the maximum development of their talents and abilities and,

Whereas, the Youth Softball program strives to instill in young softball players an understanding and appreciation of such concepts as high self-esteem, personal accountability, constructive self-motivation, goal setting, and goal achievement as these ideas relate to their success in training and in competition, and

Whereas, Youth Softball and the City of Carthage desire to make provision for the continuance of the quality softball programs that have existed, and

Whereas, in order for there to be an orderly relationship between the City of Carthage and Youth Softball, the parties hereto desire to formally express their goals and objectives.

### COVENANTS

NOW, THEREFORE, in consideration of the promises set forth herein it is agreed as follows:

That the City of Carthage hereby grants to Youth Softball a non-exclusive privilege to utilize the Softball Fields at the Youth' Softball Complex at Fair Acres Sports Complex for a Softball Program to run from March 15<sup>th</sup> through July 15<sup>th</sup>, 2022, which shall include five tournaments. The City retains the right to schedule the fields for any additional events taking into consideration the Youth Softball schedule.

Youth Softball shall provide the Park Director with a schedule for its season. Youth Softball must receive written permission from the Park Director for any tournaments or play outside of the normal summer program. There will be fees associated for field space outside of the defined Youth Softball agreement timeframe.

Youth Softball agrees to provide a program that will enable all Youth in the general Carthage

area to participate.

Youth Softball agrees to operate a responsible and appropriate Softball program. Youth Softball agrees to provide all equipment and complete management and supervision of the Softball program; and the City assumes no responsibility for expenses related to the management of the Softball program.

The City agrees to provide reasonable maintenance on the Softball Fields as may be necessary and the Youth Softball agrees to work in cooperation with the City in the maintenance of the softball fields. The parties to this agreement further agree to cooperate in the maintenance of the general softball field's area and to keep it free from all trash and debris. Youth Softball shall be responsible for pick-up of trash in the immediate vicinity of the youth ball fields and the City shall be responsible for the dumping of trash barrels and providing a dumpster. The City shall be responsible for major repairs related to plumbing, roofing, electrical, fencing, structural and lighting. The Youth Softball shall be responsible for minor repairs such as light bulb replacement and other minor items associated with the daily use of the concession stand. The City will provide restroom clean up Monday through Friday mornings. Youth Softball shall provide restroom clean up when necessary outside of the City clean up schedule. Youth Softball provide clean up of the concession stand during its summer program. The City shall provide restroom supplies such as toilet paper and paper towels.

The City of Carthage agrees that Youth Softball shall have the right to place signs on fences at the ball fields, and shall be responsible for the installation and removal of signs on fences. All signs should be of the banner type, which provides for airflow to prevent damage to fences.

The City of Carthage agrees, in addition to the other matters set forth herein, to provide a secure storage area for equipment. The City of Carthage assumes no liability for injuries to Softball Players or loss of equipment.

The City of Carthage hereby grants to Youth Softball a non-exclusive right to utilize the softball concession stand during the summer season and tournaments as specified herein, subject to the right of the City to schedule events.

The City of Carthage agrees to pay all utility costs associated with the Youth softball program for the duration of this agreement.

Youth Softball agrees to provide to the City of Carthage a copy of its charter as a Missouri not-for-profit corporation or other documentation, which establishes that Youth Softball is a lawful corporation.

Youth Softball agrees to provide, by March 15<sup>th</sup> of each year, the following documents:

A list of all current members of the Board of Directors.

An annual financial statement detailing the actual income and expense for the previous year, together with a detailed budget for the coming year.

A certificate of insurance showing liability insurance coverage of two million dollars (\$2,000,000), with the City of Carthage named as co-insured, covering all of Youth Softball's activities on the above described property.

Upon signing this Agreement, Youth Softball shall present a copy of the Corporate Resolution adopted by the Board of Director's, which authorizes the signing of this agreement.

Youth Softball shall not use the fields at Fair Acres for practice or games until this agreement has been signed by both parties.

Youth Softball shall indemnify, protect and hold the City of Carthage harmless from any and all liability, losses, claims and damages whatsoever, and expenses including, without limitation, attorney fees and expenses resulting from all claims by or on behalf of any person, firm or corporation, arising out of or as a result of the use by Youth Softball of the said City softball fields or the use, operation or condition of the facilities or any part thereof, or any accident in connection with the operation, use or condition of the facilities or any part thereof resulting in damage to property or injury to or death of any person.

This agreement may be modified upon such terms and conditions as may be acceptable to the respective parties. All modifications shall be in writing and signed by both parties.

#### TERM OF THE AGREEMENT

The term of this agreement shall be from March 15<sup>th</sup>, 2022 until July 15<sup>th</sup>, 2022. This agreement shall be reviewed each year, evaluated and presented to the Public Services Committee of the Carthage City Council for consideration.

All notices required by this agreement shall be either personally delivered or placed in the United States Mail, properly addressed and with certified or registered postage prepaid. Said notices shall be sent to the parties at the following addresses, unless a party is otherwise notified in writing: to the City of Carthage, to the Mayor, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, with a copy to the City Attorney, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, and to the Carthage Youth Softball League.

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Passed and approved by the Carthage Youth Softball League on the \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
President, Carthage Youth Softball League

Passed and approved by the City of Carthage on the \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Dan Rife  
Mayor

Attest:

\_\_\_\_\_  
Traci Cox  
City Clerk

**COUNCIL BILL NO. 22-17**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, INC. d/b/a LIME for scooter rental in the City of Carthage, Missouri.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Neutron Holdings Inc. d/b/a/ Lime Scooter, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Sponsored by: Public Services Committee**

## Scooter Description

The most sustainable Lime scooter yet

### Lime Gen4

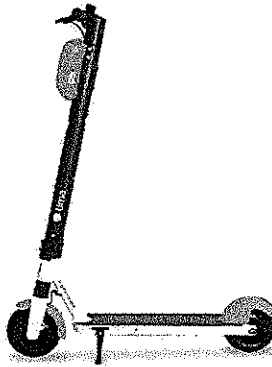


\*\*Lime Gen4 tentatively arrives May 2022.

|                                                               |                                                                                                                                                   |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Vehicle weight, max load                                   | 50.3 lbs                                                                                                                                          |
| 2. Length and width of floorboard                             | 16.8 inches long, 63 inches wide                                                                                                                  |
| 3. Wheelbase                                                  | 34.4 inches                                                                                                                                       |
| 4. Width and diameter of each wheel, strength/count of spokes | 10 inches in diameter<br>2.5 inches wide<br>5-spoke solid front wheel, solid rear wheel                                                           |
| 5. Tire type                                                  | Solid, vulcanized rubber all season tires                                                                                                         |
| 6 Hubs and gearing                                            | N/A                                                                                                                                               |
| 7. Suspension type                                            | Twin-spring mountain bike style front fork                                                                                                        |
| 8. Brakes                                                     | Dynamic brake and foot brake on rear wheel. Drum brake on front wheel. All brake cables fully enclosed                                            |
| 9. Lights                                                     | Front white LED, constant when unlocked, visible up to 500 ft. Red rear LED, constant when unlocked, brighter under braking, visible up to 600 ft |
| 10. Fenders                                                   | Full fenders front and rear                                                                                                                       |
| 11. Chainguard                                                | N/A                                                                                                                                               |
| 12. Sizing                                                    | 4' 10" - 7' 0"                                                                                                                                    |
| 13. Kickstand                                                 | Dual kickstand - 2 contact points                                                                                                                 |
| 14. Bell/horn                                                 | Bell mounted on handle bar next to brake lever. Activated by thumb lever                                                                          |

|                                      |                                                                                                                                                                                                                                                                        |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15. Signals                          | Audible sounds                                                                                                                                                                                                                                                         |
| 16. Motor systems                    | 500W motor<br>Swappable, Lithium Ion batteries<br>25 miles per charge                                                                                                                                                                                                  |
| 17. Basket                           | No                                                                                                                                                                                                                                                                     |
| 18. Maximum vehicle speed            | 15 mph, electronically limited                                                                                                                                                                                                                                         |
| 19. Anti-theft hardware & components | All Lime vehicles use security-torx anti-theft bolts, all cables are run fully internally to prevent tampering. E-bikes come with bluetooth LimeLocks, and scooters can be equipped with LimeLocks at the City's request. Wheels are also immobilized when not in use. |

*\*\* Lime plans to introduce the Gen4 Scooter described above at the beginning of May 2022. These Gen4s will be deployed with the Lime 2.5s that are currently in the market and described below. We intend to phase out the 2.5s through the end of the year.*

| Gen 2.5                          |                                                                                                                                                                                                                 |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Photo</b>                     |                                                                                                                              |
| <b>Dimensions</b>                | <ul style="list-style-type: none"> <li>• 1020mm length</li> <li>• 1308mm height</li> </ul>                                                                                                                      |
| <b>Weight</b>                    | 18kg                                                                                                                                                                                                            |
| <b>Tire Diameter &amp; Width</b> | <ul style="list-style-type: none"> <li>• 203mm diameter</li> <li>• 64mm wide</li> </ul>                                                                                                                         |
| <b>Tire Type</b>                 | Solid, vulcanized rubber                                                                                                                                                                                        |
| <b>Suspension</b>                | Front, internal spring fork                                                                                                                                                                                     |
| <b>Brakes</b>                    | <ul style="list-style-type: none"> <li>• Dynamic brake on front wheel</li> <li>• Drum brake on rear wheel</li> <li>• Bicycle-style brake lever on handle bars</li> </ul>                                        |
| <b>Wheelbase</b>                 | 813mm wheelbase                                                                                                                                                                                                 |
| <b>Maximum Load</b>              | 100kg                                                                                                                                                                                                           |
| <b>Standover Height</b>          | 127mm standover                                                                                                                                                                                                 |
| <b>Footboard Width</b>           | 165mm wide                                                                                                                                                                                                      |
| <b>Lights</b>                    | <ul style="list-style-type: none"> <li>• Front white LED, constant when unlocked, visible up to 500 ft</li> <li>• Red rear LED, constant when unlocked, brighter under braking, visible up to 600 ft</li> </ul> |

|                               |                                                                                                                                                                                        |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Reflectors</b>             | Both sides                                                                                                                                                                             |
| <b>Bell</b>                   | Mounted on handle bar next to brake lever. Activated by thumb lever                                                                                                                    |
| <b>Gears</b>                  | Electric motor, 1 gear                                                                                                                                                                 |
| <b>Power Source</b>           | 9.6 Ah - 36 V internal battery                                                                                                                                                         |
| <b>Recharging Procedure</b>   | Retrieved, charged via port on vehicle at secure location.                                                                                                                             |
| <b>Locking System</b>         | <ul style="list-style-type: none"> <li>• Motor lock on front wheel when not in use.</li> <li>• Bluetooth-enabled locking cable can be attached (see image in section below)</li> </ul> |
| <b>Location Tracking</b>      | Transmission every 1 second.<br>2-3.5ft accuracy in dense urban areas                                                                                                                  |
| <b>Motor Wattage</b>          | 250 W                                                                                                                                                                                  |
| <b>Maximum Assisted Speed</b> | 15 mph, electronically limited (24 km/h)                                                                                                                                               |
| <b>Operating Range</b>        | 15 miles/24.1km                                                                                                                                                                        |
| <b>Rider Controls</b>         | Throttle operated by right thumb<br>Brake operated by left hand                                                                                                                        |
| <b>Cargo Capacity</b>         | No cargo compartments                                                                                                                                                                  |
| <b>Kickstand</b>              | Folding kickstand, optimized for stability                                                                                                                                             |
| <b>Certifications</b>         | <u>UL 2272</u> - Standard for Electrical Systems for Personal E-Mobility Devices                                                                                                       |

### Maintenance & Operations Plan

Lime conducts frequent preventative and responsive maintenance on our scooters. Our Operations Specialists field staff are equipped with a mobile toolset to complete a routine maintenance inspection of each scooter anytime it is interacted with in the field. This means every time our staff deploys, reparks, or rebalances a scooter, a preventative maintenance check is conducted. Additionally, any scooter flagged either by our riders, our City partners, or our staff as being in need of repair is marked in our app for retrieval and the scooter is placed into “maintenance mode,” which prevents a rider from using the scooter until it can be inspected and repaired.

“Maintenance Mode” scooters are returned to the warehouse for a full 65-point evaluation covering screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more by our trained mechanics. Any scooter overdue for an inspection is flagged for immediate retrieval. Furthermore, in order to ensure maximum safety of our riders, the following triggers place the vehicle into maintenance mode and flag the vehicle for inspection. If any issues are identified, the scooter is returned to our warehouse for repair:

- **In-App and Customer Service Reports:** Any scooter with an issue reported via the Lime app or to our Customer Service line is flagged for retrieval and inspection.
- **Self-Diagnostics:** Once deployed, our scooters are self-diagnosing. Our scooters can automatically identify more than 100 issues, each with a specific error code. We are also notified for issues like idling for more than 24 hours, loss of GPS signal, low battery, and multiple failed unlocks. In addition to the scooters themselves, our maintenance plan also includes regularly ensuring our parking areas are tidy.



- **Repairs:** If a maintenance issue is identified, the scooter is brought back to the warehouse for further analysis and repair. Only our highly trained and specialized Mechanics work on our scooters. Once a scooter has entered into the warehouse, the scooter must pass through five individual quality control diagnosis checkpoints by a Mechanics Lead before being redeployed. Our Mechanics Leads have been put through additional in-house training regarding identification of quality issues.

Lime has Standard Operating Procedures (SOPs) for every task to provide detailed steps for our Mechanics and Operations field team to ensure timely and consistent repair execution. Through our internal Operations and Mechanics App logs are maintained of all maintenance activities related to each scooter, which will be provided to the City upon request.

#### Environmental impact - Lifespan and disposal practice

Data from our global markets shows us that **one in four Lime trips takes someone out of a car and onto more sustainable transport options** - either by using a Lime scooter or bike to travel directly from A to B, or by improving connectivity to and from local hubs. Scooters can also **build new advocates for sustainable transport infrastructure like cycle lanes and low traffic areas.**

Lime has invested in our wider operational approach and supply chain to deliver environmental benefits across the board. Our Gen4 scooter has a confirmed lifespan of five years, with specific reuse and recycling partnerships set up to minimize waste when vehicles are no longer operable.

#### Pricing Plan

In Carthage Lime is committed to providing an affordable transportation option to every rider while providing safe, best-in-class service.

Our standard scooter price in Carthage will be \$1.00 to unlock and \$0.35 per minute.

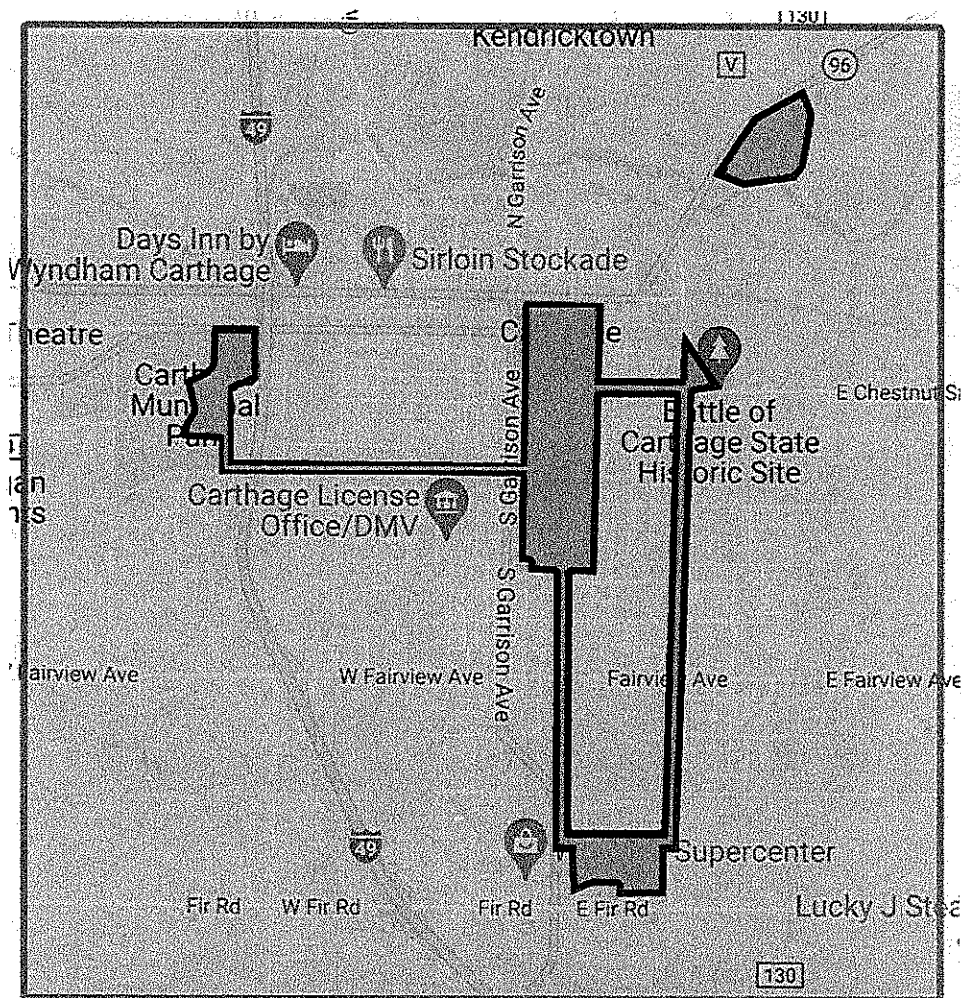
**Lime Access:** Lime offers heavily discounted pricing for lower-income individuals through our Lime Access program. Lime Access participants receive a 70%+ discount off our standard rates - just \$.50 to unlock and \$.07/minute. We also have special pricing programs both to better enable residents to shift their daily trips to a more sustainable mode of transportation, as well as ensuring all riders can benefit from the City's scooter program, regardless of income.

#### Storage of Scooters

Upon request or based on need, all vehicles can be automatically remotely deactivated and will be locked and parked in designated areas or moved to our warehouses for repairs and charging as needed.

#### Proposed Fleet Size & Service Area

At launch, Lime proposes deploying a fleet of up to 50 scooters across the Carthage Service Area (shown below). Lime has the ability to quickly and easily expand our fleet further to meet growing demand at the City's request for seasonal or event based needs.



GREEN = Operational / Rideable Area

RED = No Operations Zone / No Rideable Area

### Geo-Fencing Technology

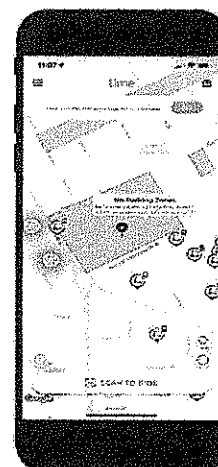
As a result of investments in our hardware and software over the last five years, Lime now offers the industry's most accurate and responsive geo-fencing technology capabilities. **Our geofencing technology is accurate to within 2-3 feet and can be activated within one second.**

Lime uses geofencing to create virtual "zones" that limit speed, designate parking areas, and limit service areas. Geofenced zones are prominently displayed in our app to enhance rider awareness and compliance.

Our zone types include:

- **Service Zone (Boundary Limits):** Riders cannot travel outside the Service Zone.
- **No Parking Zone:** Riders are prevented from ending their ride in a no parking zone.
- **Preferred Parking Zone:** Identified in the app, all corrals will be designated as Preferred Parking Zones.
- **Low-Speed Zone:** Our app and the scooter screen inform users when they enter a Low-Speed Zone. Their speed will automatically and gradually be reduced to meet the zone-specific speed limit.
- **No-Ride Zone:** Similar to a Low-Speed zone, but the vehicle throttle will deactivate and users must physically roll the vehicle outside the zone in order to re-accelerate or end the trip.

Any of these zone types can quickly be created, adjusted, and removed; Lime will work closely with the City throughout our operations to implement and modify





geofencing as-needed.

Please refer to the map in the section above to see examples of where you can and cannot ride in Carthage, based on Zoning. Any additional restrictions can be easily added and enforced with new zones.

#### Intended Program Launch

Lime would need one week between notification of award and launch, but Lime is able to flex this schedule as needed to meet the timeline of the city.

#### Deployment Strategy

Lime looks forward to working with the city of Carthage to discover the best locations for scooter deployment and which routes are available for riding. Based on our past operations in Carthage and compliance with the city, Lime proposes that scooters in Carthage will only be available to rent at the locations listed below:

- Kellogg Lake Park
- Carter Park
- Fair Acres Sports Complex
- Griggs Park
- Carthage Municipal Park
- Carthage Tourism Office

**Rebalancing/Redistribution:** Our real-time dashboards track the position and status of every vehicle, so we can dispatch team members to rebalance the fleet immediately to address any issues. Each vehicle has GPS and wireless unit and wireless location technology so we can track details remotely, including distance travelled, estimated battery life and remaining mileage. We use a proprietary algorithm to prioritise field tasks based on route and task importance. This program is built into our operations app and turn-by-turn navigation to each task to minimise wasted travel.

Vehicles designated for scheduled inspection and maintenance, or those that have been reported as emerging faults, are deactivated and brought to the Lime warehouse.

**Retrieval/Charging:** The new Gen4 scooter has a replaceable battery which means that our local team can simply swap out dead batteries with fresh ones, which keeps the city fresh with fully charged scooters, without the need of taking the entire scooter back to a location where it can be charged. This drastically increases the uptime for scooters available in Carthage, ensuring that riders will always have scooters available for rent throughout the city.

#### Receiving and Resolving Issues

Riders and non-riders alike can report a vehicle blocking a sidewalk, travel lane, pedestrian right-of-way, or any other issue through Lime's 24/7, multilingual customer service. Our 175 member customer service team provides support in numerous languages such as Spanish, Mandarin, and Korean. Lime's Carthage customer service will be available by **phone, email, text, Twitter**, through the **Lime app**, and via our **Trust and Safety Portal** website at [safety.li.me](https://safety.li.me). Live response times from our customer service team average roughly 60 seconds.

If the ticket requires an intervention (e.g. a vehicle that needs to be moved), our Customer Service Team marks the vehicle to be retrieved and rebalanced. This creates a task in our internal task management system for our Carthage Operations Team to quickly flag the vehicle for retrieval, which generally happens within 30 minutes and no more than two hours.

#### Helmet Distribution Strategy

Lime encourages all our riders to wear helmets through various channels, including direct messaging on our vehicles, in the Lime app, through social media, and at safety events throughout the year. Lime will also provide free helmets to riders at various events we will participate locally in Carthage throughout the year.

#### Local Operator Contact

Matt Reeves, our local Operations Coordinator in Tulsa, will be the City's direct point of contact. He can be reached via email at [matt.reeves@li.me](mailto:matt.reeves@li.me) and via phone at 918-639-9004. In order to reach the entire Operations Team, please email [help-tulsa@li.me](mailto:help-tulsa@li.me).



### Customer Service Operations

Lime makes reporting any issues simple for riders and non-riders alike. We provide numerous channels to contact Lime support, including via phone, email, through the Lime app, on social media, and via our website and safety portal. Lime's Customer Support is headquartered in San Francisco, with regional hub locations across the world, all of which are available 24/7.

Our main customer service number is 1-888-LIME-345 (1-888-546-3345). Like all means of contacting customer support, our phone support is available in multiple languages, including: Spanish, Mandarin, Korean, German, Tagalog, French, Italian, Portuguese, Hungarian, Hebrew, Polish, Romanian, Czech, Swedish, Finnish, Danish, and Greek, among others. Written correspondence via email, in-app or social media is easily and immediately translated in any language.

### Safety History Summary

Lime has committed itself to the safety of riders and other citizens who live in the cities we operate. This commitment is why we are constantly updating our hardware and software. For example, our new Gen4 bikes and scooters are the most reliable and stable vehicles in the marketplace.

Lime also continues to innovate via our technology platform to help educate our riders on safer riding practices, limiting the speed of individuals new to riding micromobility vehicles, and ensuring that riders understand the safety guidelines created by the local government.

### Complaint History Report

Lime is willing to provide a Compliant History Report per city upon request. Lime has not deployed any scooters in a market without approval from local authorities.

### Communication & Outreach Plan

Lime's five-step ORDER framework promotes positive user behavior and trains users on appropriate parking, as well as addressing any misparked vehicles in 15 minutes.

#### **OUTREACH**

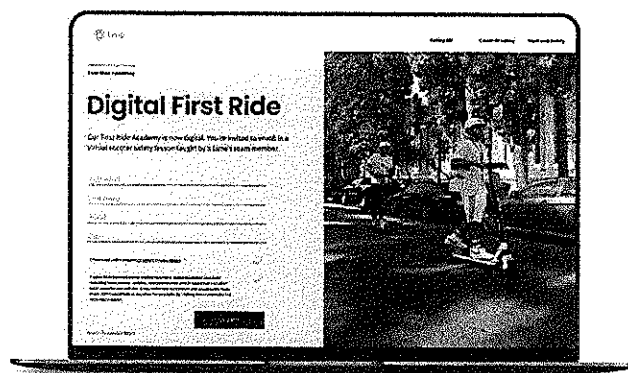


Education starts before the first ride: All riders are required to take a "how to ride" tutorial and an in-app quiz before they can access a Lime scooter. Lime has partnered with the League of American Bicyclists to enhance this rider safety content, focusing on how to ride micromobility vehicles defensively in urban settings.

**Social & Traditional Media:** Lime will use our social media platforms on Twitter, Facebook, Instagram, and our website to reinforce City-specific rules along with emphasizing safe riding and respectful parking messages. We also collaborate with community partners to share these messages via their social media channels. In addition, Lime has a communications staff that shares our messaging via traditional media outlets.

**Safety Portal:** Our Safety Portal website ([safety.lime](https://safety.lime.com)) includes how-to-ride video tutorials, a customer service request form, a discounted safety equipment store, and a signup form for our Digital First Ride events. Every week more than 4,000 people visit our safety portal weekly.

**In-Person Education:** In addition to online education, Lime and our community partners host in-person trainings like our signature **First Ride** events. These events can be recurring, interactive hour-long safety sessions hosted by our local Operations Team to educate riders on best practices to safely ride and properly park a scooter. **First Ride** events help to build a culture of scooter safety, educate riders on how to ride a scooter, and demonstrate Lime's commitment to safety.



Given COVID-19 restrictions on in-person training, Lime has created **Digital First Ride** that provides virtual scooter safety lessons taught by Lime's team members. These digital trainings will be held monthly for as long as pandemic-related restrictions continue to limit live events. We have held successful **Digital First Ride** events in over 25 cities, including Chicago, Denver, San Francisco, Baltimore, Detroit, and Austin.

As pandemic limitations ease, we will partner with local stakeholders, to host in-person **First Ride Training Events**.

**On-Vehicle Education:** Based on survey data and feedback, we found that some users learn best from information posted on the vehicle itself. Consequently, we have placed our customer service contact information and safety messaging on the stem of each scooter. In addition, we can securely affix hangtags to our vehicles that educate riders on safe operating and parking.

## REMINDERS

**R** Continuing Education: We provide regular ongoing messaging and reminders covering safety tips, parking information, and city-specific rules, including where riding and parking are permitted and prohibited. These reminders are sent via a variety of channels, including in-app messaging, text messages, and e-mail. We also sent messages based on specific triggers, like geographic area (notifying a rider of entering or leaving a geofenced zone), time of day, special events, and more. We can also post critical information permanently across the top of the home screen in the Lime app.

**Rider Safety Scorecard:** Providing transparent, timely feedback is a proven mechanism for behavior change. To help riders learn from prior issues, Lime provides a Safe Rider Scorecard, which shows riders a summary of their past issues, including factors like sidewalk riding, parking violations, and erratic riding.

## DIGITAL TECHNOLOGY

**D** Enhanced End of Trip Photos and Validation: Before riders are able to end a trip, riders are shown guidance regarding proper parking and must actively document that they have parked correctly with a photo showing the parked vehicle. Our Operations Team audits these photos, triggering incentives and rewards for good parking, and educational reminders, fines, and even deactivation for repeated parking violations.

## EXECUTION

**E** Monitoring and Reporting: Our Operations Team will monitor the fleet 24/7. We will deploy team members to retrieve any vehicles in need of charging, repair, or that have migrated outside the service area. We also have multiple channels for riders and non-riders alike to report parking issues or other concerns. Our response time to identified issues is generally less than 15 minutes and no more than two hours.

**Age Verification:** All Lime riders must be at least 18 years of age. Lime requires all riders to verify their age through a two-step ID validation process before they are allowed to take a trip.

## RESPONSIBILITY



**Fining:** To create a culture of accountability, riders can be assessed fines for poor parking or riding behavior—including violations of the city rules and regulations—up to the full cost of any municipal fine. Repeat offenders will be expelled from the platform.

**Easy Reporting:** Lime makes reporting any complaints simple for riders and non-riders alike. We provide numerous channels to contact Lime support 24/7, including via phone, e-mail, in-app, and social media. Additionally, Lime's customer service contact information is affixed to the stem of each of our vehicles.

We also frequently partner with cities to integrate into their non-emergency reporting program so that people have a familiar avenue for reporting issues. For example, in Los Angeles, Lime is integrated with their 311 non-emergency reporting system. We are enthusiastic about integrating with GoCOS to enable reporting of issues directly via the GoCOS app.

### User Equity Plan

Lime firmly believes that affordability should not be a barrier to access to reliable, safe transportation, including the Lime service. As a result, we were the **first dockless micromobility company to implement a program specifically to increase access for low-income community members, Lime Access**. This program provides a significant discount on our standard pricing and allows community members access to the Lime platform without the need for a bank account or smartphone.

Lime Access participants receive a 70%+ discount off our standard rates - just \$.50 to unlock and \$.07/minute. Recipients of any local, state, or Federal benefits, including students with Pell Grants, are eligible to participate.

### Privacy Policy

We take great care to safeguard our users' privacy and to inform them about the data we collect and the circumstances under which we share data. Lime's Privacy Policy is available here <https://www.lime/en-us/legal/privacy-policy/>

Lime stores minimal PII (personally identifiable information) in our database; we maintain name, email address, phone number only. Our data is always encrypted at-rest via AES-256 and encrypted in-transit via TLS. We also have access control policies to make sure data is not shared with anyone outside the Company. Within the company, only a limited number of administrators are able to access rider data and only for specified purposes.

We use PCI-compliant third-party processors for payment processing. The processor gives us a token to authorize a payment and we never touch or store the customer payment information.

### Data Breach History

#### *CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION*

To date, Lime has not had any US data breaches. Lime implements intrusion detection and intrusion protection systems ("IDS/IPS") for detecting suspicious activity within our system. Lime maintains an internal mailing list for reports of suspicious activity. If a data breach were to occur, our communication protocol goes into effect. Lime will notify the authorities immediately and related business partners no later than 72 hours after discovering a data breach.

### Data Sharing Agreement

Lime is committed to sharing meaningful and actionable data with our municipal partners. Lime will provide all of the data required, including real-time location and availability data for the fleet, archival trip data, archival collision data, and archival complaints data in the format determined by the City.



We also offer our proprietary Insights Dashboard that allows the City to access up-to-date data on the Carthage fleet on-demand. The Insights Dashboard also includes analysis of the most frequently sought data and the ability to download datasets in .csv format for further analysis.

Finally, Lime routinely collaborates with municipalities on surveys to collect and analyze additional useful data. We look forward to working closely with the City to distribute rider surveys.

### Fees

Lime is able and willing to pay the City the fees indicated by the City of Carthage. Lime proposes a one year contract initiation payment of \$1,250.00 (\$25 per Lime Scooter, assuming a fleet capacity of 50 Limes for Carthage). In addition, Lime shall submit a fee of five cents (\$0.05) per trip taken on any Mobility Device Lime has deployed in the City. The per-trip fee shall be invoiced quarterly.

### Safe riding

Wherever we operate, safety is always our key focus. Lime has invested in industry-leading innovations to ensure our vehicles are safe for riders, other road users and pedestrians. These include:

- **Requiring all users to take training on the Lime app the first time they hire a scooter or bike.** More detailed training is available via our online scooter driving school and Lime also hosts regular in-person "First Ride Academy" training sessions across its global markets.
- **Capping the speed of our electric scooters.** Our GPS technology means we can enforce speed limits in specific, low-speed or no-ride zones, such as in pedestrian areas or outside schools.
- Fitting every one of our scooters with a clearly displayed **unique ID number** making it easy to identify and, if necessary, take enforcement measures against any rider breaking the rules.

These innovations are backed up by **high-quality, Lime designed and developed hardware**. Our Gen4 scooter is built for safety. It has been **developed from the data of over 200 million Lime rides around the world**, and has a number of best in class hardware features, including:

- Dual hand brakes and a drum braking system, **delivering the shortest braking distance of any shared rental scooter by up to 50%**
- Nine reflectors and lights onboard, **providing visibility of up to 300m**
- Lower baseboard and swept back handlebars to allow for **greater rider stability and rider indication via hand signals**
- **On-vehicle technology which provides an immediate geofence response**
- **12" front wheel and mountain bike-inspired suspension**
- **Double kickstand** to help safe parking and prevent our scooter from being knocked over

**Lime is currently scheduled to launch the Gen4 scooter model in Carthage, Missouri starting in May.**

Lime will continue to use its SJ 2.5 model to supplement the fleet in Carthage as needed.

### Responsible parking

**Lime uses mandatory parking systems to deliver well managed services.** Users are required to end their scooter ride in parking bays, marked in the Lime app and on the ground. Lime's on-vehicle GPS technology, **accurate to up to 30cm**, prevents users ending their rides outside of these zones - created in consultation with local authorities - **avoiding issues with street clutter and helping to create an ordered and well managed trial that works for everyone.**

In addition to this technology, Lime also invests in **on the ground operations teams across its service areas**, which are responsible for collecting and re-parking any abandoned or mis-parked vehicles, as well as other fleet management tasks, such as swapping batteries, conducting safety and maintenance checks, vehicle sanitization and monitoring for poor rider behavior like pavement riding or double riding.



### Investing in equitable access

Lime operates in over 200 cities worldwide. We know that **no-one should ever be priced out of making more sustainable transport choices**, and we have developed specific initiatives to ensure this doesn't happen in our partner cities.

**Our Lime Access program provides key workers, students, apprentices and other eligible riders with unlimited discounted rides.** This is live across our global markets, and has delivered hundreds of thousands of discounted rides to date.

**Community engagement is about more than free and discounted rides.** Wherever we operate, Lime also partners with local charities to provide funding and wider support to them via our **"Lime Hero"** initiative. Hero encourages Lime riders to round up the cost of their ride to the nearest currency unit, with Lime matching all donations. Ahead of our prospective Dallas launch, **Lime is already working to secure a local Lime Hero partnership.**

Lime's commitment to equitable access extends to our own workplaces, which is why Lime is **a proud living wage employer.**

### Data sharing

**We know cities need data to understand and assess the impact of our services.** Lime is committed to sharing all relevant usage data with our partner cities using MDS and GBFS APIs, alongside providing access to our proprietary **"Insights Dashboard"**, which tracks usage patterns alongside other key metrics such as fleet size and trips per vehicle.

In addition to this, Lime also manually shares data with cities to assess on-street management - for instance, parking compliance and operational response times, as well as mode shift survey data to evaluate sustainable impact. **This type of information is crucial when developing long term partnerships with cities.**

By focusing on **safety, responsible parking, equitable access, environmental impact and data sharing**, Lime has been able to build and scale services that **deliver on cities' key aims**. We are excited by the opportunity to launch in Dallas, and are working hard to ensure we can launch and manage services that will help micromobility become a part of Dallas' transportation system.



The undersigned hereby certifies that the contents of the application are true and correct; and in consideration of the issuance of said license(s), agrees to fully comply with all applicable ordinances of The City of Oklahoma City and statutes of the State of Oklahoma.

**Neutron Holdings, Inc. dba LIME**

**Robert Greenleaf**

Authorized Person

03/08/22

Date

State of Oklahoma )

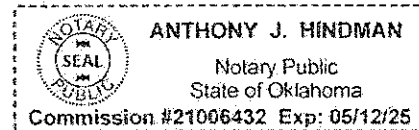
County of Oklahoma )

Subscribed and sworn to before me on 8<sup>th</sup> day of March, 2022

Notary Public

Commission Expires: 05/12/2025

Commission Number: 21006432



**COUNCIL BILL NO. 22-18**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into a Contract with Lightspeed Point of Sale Agreement for the Carthage Golf Course in the City of Carthage, Missouri.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into a Contract with LightSpeed Inc for a point of sale system for the Carthage Golf Course, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

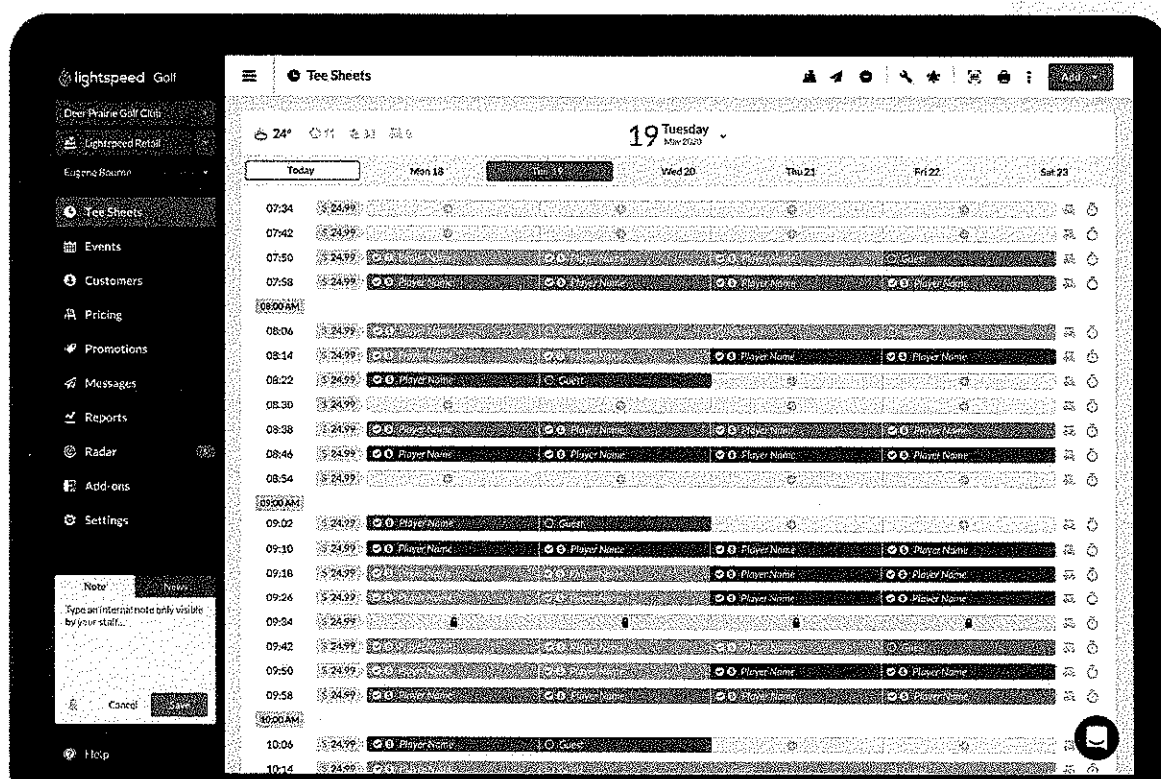
\_\_\_\_\_  
**CITY CLERK**

**Sponsored by: Public Services Committee**

# Your all-in-one golf course management solution

Proposal for  
Carthage Golf Course

Represented by  
Mark Peterson



## Software Pricing

| Product                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | QTY | Unit Price | Monthly  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|----------|
| <b>Golf Management</b> <ul style="list-style-type: none"> <li>Tee Sheet</li> <li>Online Booking</li> <li>Dynamic Pricing</li> <li>SMS and Email Messaging from the Tee Sheet</li> <li>Database Segmentation Tool</li> <li>Promotional Engine</li> <li>Events Management</li> <li>Business Intelligence - Lite</li> <li>Data Analytics</li> <li>Free Support and Live chat</li> <li>House Accounts</li> <li>Aging and AR Reporting</li> <li>Subscriptions and Service engine</li> <li>Automated receivables</li> <li>Online member statements</li> </ul> | 1   | \$250.00   | \$250.00 |
| <b>Pro Shop register</b> <ul style="list-style-type: none"> <li>Over 150 Reports</li> <li>Advanced Inventory Management</li> <li>Purchase orders</li> <li>Work orders</li> <li>Unlimited employee roles</li> <li>Catalog Management</li> <li>Custom Price Rules</li> <li>Free Support and Live Chat</li> </ul>                                                                                                                                                                                                                                          | 1   | \$50.00    | \$50.00  |
| <b>Gift Cards</b> <ul style="list-style-type: none"> <li>Integrated gift cards</li> <li>Gift card migration</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1   | \$0.00     | \$0.00   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |                 |                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-----------------|
| <b>Email Marketing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>1</b> | <b>\$130.00</b> | <b>\$130.00</b> |
| <ul style="list-style-type: none"> <li>• Create dozens of automated email campaigns for any occasion</li> <li>• Stay top of mind with timely and meaningful messaging based on customer behaviour</li> <li>• Send more than just emails and use SMS marketing tools that work in harmony with your email campaigns</li> <li>• Create email marketing lists to target your best customers with specific messaging</li> <li>• Ability to send 80,000 emails per month</li> </ul> |          |                 |                 |
| <b>Website</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>1</b> | <b>\$100.00</b> | <b>\$100.00</b> |
| <ul style="list-style-type: none"> <li>• Up to 20 custom pages</li> <li>• template-based development</li> <li>• Hosting</li> <li>• 1 hour per month of maintenance included (not cumulative) <ul style="list-style-type: none"> <li>• The client is charged an extra \$80 per hour for support work exceeding the 1 hour included.</li> </ul> </li> </ul>                                                                                                                      |          |                 |                 |
| <b>E-Commerce</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>1</b> | <b>\$80.00</b>  | <b>\$80.00</b>  |
| <ul style="list-style-type: none"> <li>• Sell your memberships, packages, gift cards and much more online on your website.</li> </ul>                                                                                                                                                                                                                                                                                                                                          |          |                 |                 |
| <b>MonthlyTotal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |                 | <b>\$610.00</b> |

## Payment Options

### Payment Terms:

16-Month commitment, please see payment schedule below:

March 15th, 2022 to June 30th, 2022 - \$1732.65 Owed (Four Months Paid In Full)

July 1st, 2022 to June 30th, 2023 - \$5,931.00 Owed (Twelve Months Paid In Full)

Carthage would also receive a \$2000 hardware credit to the Lightspeed store (<https://golf-hardware.professionalservices.io/en/>)

By signing this document and/or providing payment information to Lightspeed Commerce, Customer is accepting to purchase the products and services listed above. The standard terms and conditions of Lightspeed's Service Agreement apply and can be accessed at:

[Click here for the Lightspeed Service Agreement](#)

The following nullifies Section 4 of the Lightspeed Service agreement, entitled Term of Agreement:

The initial term of the Service Agreement will be for one month beginning on the Effective Date and will thereafter renew on a month-to-month basis. For the avoidance of doubt, the preceding sentence will prevail over any conflicting terms found in the Service Agreement.

**Effective: 30 days after signature date**

Customer acknowledges and agrees that he or she has read, understands and agrees to be bound by the above Service Agreement, as these may be modified from time to time.

**Agreed to and accepted**

*Mark Peterson*

02 / 16 / 2022

[Tell me more](#)

---

**Recipient**

---

**Date**

---

**Payment Processing**

## Discover more from Lightspeed

### What Lightspeed customers are saying.



"We've recommended Lightspeed to a number of different operators. I feel very good about making that recommendation, you guys have done a great job of following through with everything that I told people you were going to do."

**Aaron Gleason, VP, Walters Golf Management**

[Click here to read customer reviews](#)

### The most powerful POS, now with payments.

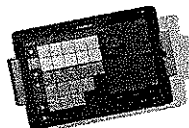
- ✓ Seamless Processing
- ✓ Streamlined sign up process
- ✓ Fixed Rates
- ✓ Time savings
- ✓ Integrated reporting



[Click here to learn more about Lightspeed Payments](#)

### Hardware requirements.

Shop recommended hardware for both your proshop and restaurant to ensure optimal performance for Lightspeed.



### Integrate with your favorite tools.

Whether we built it or integrate with it, you'll find all the expert tools you need to customize your Lightspeed system right here.



[Click here to shop recommended hardware](#)

[Click here learn more about our partners](#)

# Signature Certificate

Reference number: YRSN6-AFR3T-PETM3-6KTHV

## Signer

**Mark Peterson**

Email: m.peterson@carthagemo.gov

Sent:

Viewed:

Signed:

## Timestamp

07 Feb 2022 20:22:11 UTC

07 Feb 2022 20:23:34 UTC

16 Feb 2022 14:50:24 UTC

## Signature

*Mark Peterson*

IP address: 162.249.49.239

Location: Carthage, United States

Document completed by all parties on:

16 Feb 2022 14:50:24 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



***MAYOR'S  
APPOINTMENTS***

# ***RESOLUTIONS***

**RESOLUTION NO. 1954**

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

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

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

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

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

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

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

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

1. **General Fund:** The City of Carthage's 2021 - 2022 Budget is hereby amended to reflect supplemental appropriations to the **CMA Department, Economic Development Services** line item for an amount not to exceed \$8,500 for partnering with CWEP on a 50/50 basis, on a contract between Chrisman Consulting, LLC., and the CEDC to provide implementation support for CEDC and offer technical assistance, and to the **CMA Department**, for up to \$25,000 to the **Council Contingency** line item for the **Battle of Carthage Inc.**, for assistance in marketing and operating the Re-enactment for 2022 as proposed, to be reimbursed by the Lodging Tax Fund at fiscal year-end as provided in ordinance 6752; and a supplemental appropriation of up to 15% for increased fuel costs for:
  - The **Public Works Department** (Gasoline Line item) \$750;
  - **Police Department** (Gasoline Line item) \$10,230;
  - **Taxi Department** (Gasoline Line item) \$1,080;
  - **Fire Department** (Gasoline Line item) \$3,300;
  - **Street Department** (Gasoline Line item) \$7,500; and
  - **Parks Department** (Gasoline Line item) \$2,850.
2. **Public Health Fund:** up to 15% for increased fuel costs for the **Public Health Department** (Gasoline Line item) \$488, for unbudgeted increases in fuel costs.
3. **Golf Course Fund:** up to 15% for increased fuel costs for the **Golf Course Department** (Gasoline Line item) \$2,588, for unbudgeted increases in fuel costs.
4. **Public Safety Fund:** The City of Carthage's 2020 – 2021 Annual Operating and Capital Budget for the **Public Safety Grant Fund (Police Public Safety Grants Department)**, is hereby amended to reflect supplemental appropriations for:

- up to \$25,679 from Donation/Grant Revenues from Law Enforcement Sales Tax (LEST) to the Police Department for; **Miscellaneous Expenses** \$6,000, ODET fee \$4,000, and FTO Software \$2,000; **Capital Outlay** \$19,679 Drone & Pilot Training.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**Dan Rife, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Traci Cox, City Clerk**

**RESOLUTION NO. 1955**

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

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

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

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

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

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

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

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

1. **American Rescue Act Plan (ARPA) Fund:** The City of Carthage's 2021 - 2022 Budget is hereby amended to reflect a supplemental appropriation of ARPA revenues of \$1,502,101, based on the U.S. Treasury's Final Rule on the Use of State and Local ARPA Funds by which the City elects as a "standard allowance" (of up to \$10 million) to spend on government services through the period of performance for: Administration, Financial Reporting and Budgeting Software \$377,000; Administration, Kiosk's \$7,500; Fire Dept., PPE Emergency Stock \$ 30,000; Fire Dept., Auto CPR Systems \$35,000; Parks Dept., WiFi in Parks \$450,000; Parks Dept., Civic Experience \$42,596; Police Dept., Mobile Command Truck \$271,953; for a fund total amount of \$1,214,049.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**Dan Rife, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Traci Cox, City Clerk**

Sponsored by: Budget Ways & Means Committee

***MINUTES***  
***STANDING***  
***COMMITTEES***

**COMMITTEE ON INSURANCE/AUDIT AND CLAIMS**  
**TUESDAY, MARCH 8, 2022**  
**CITY HALL COUNCIL CHAMBERS**  
**5:00 p.m.**

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

**OTHER COUNCIL MEMBERS:** Mayor Dan Rife and Ed Barlow

**STAFF PRESENT:** Assistant City Administrator Greg Dagnan and City Clerk Traci Cox

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

**OLD BUSINESS:**

1. **Approval of minutes from previous meeting:** On a motion by Mr. Diggs, the minutes of the February 22, 2022 meeting were approved 3-0.
2. **Review and approval of the Claims Report:** The Committee discussed items regarding the Claims Report. Mr. Armstrong moved to approve the claims. Motion carried 3-0.

**NEW BUSINESS:**

1. **Consider and discuss changes to employee Holiday Schedule:** HR Coordinator Michael Miller surveyed surrounding cities and most other cities were giving the Martin Luther King Jr Holiday to their employees. Mr. Diggs moved to add MLK Day to the holiday schedule. Mr. Armstrong moved to amend the motion to include Juneteenth as a holiday as well. Motion carried 3-0. Changes to the employee holiday schedule as amended passed 3-0.
2. **Consider and discuss changes to administrative and department head job descriptions.** Mr. Miller discussed adding the requirement to have a college degree to the job descriptions for all administrative and department head positions. An exception to this is included by substituting experience in lieu of a degree. Ms. Otero noted the job descriptions should be gender neutral and the overtime changed to reflect exempt status. After discussion, no decisions were made on the college degree requirement.
3. **Staff Reports:** Ms. Cox reported the liability and property insurance is estimated to increase 7-9%. Ollis, Akers and Arney will be providing an insurance quote in the near future. Mr. Dagnan reported staff had looked at a different dental and vision plan but currently plan to stay with existing plans.
4. **Other Reports:** None

**ADJOURNMENT:** Mr. Diggs made a motion to adjourn at 5:37 PM. Motion carried 3-0.

Traci Cox

BUDGET WAYS & MEANS COMMITTEE  
MONDAY, March 14, 2022 5:30 P.M.  
CITY HALL COUNCIL CHAMBERS

**MEMBERS PRESENT:** Alan Snow, Ceri Otero, Juan Topete and Ed Barlow.

**OTHERS PRESENT:** Mayor Dan Rife, City Administrator Tom Short, Assistant City Administrator Greg Dagnan, City Clerk Traci Cox, Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson, IT Director Kevin Kinsey, Council Member David Armstrong, and citizens Abi Almandinger, Bren Flanigan, and John Hacker.

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

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

**OLD BUSINESS:**

1. **Consideration and approval of minutes from previous meeting.**

Mr. Barlow made a motion to approve the minutes of the February 7 Budget meeting. Motion carried 4-0.

**NEW BUSINESS**

1. **Consider and discuss Five-Year Capital Improvement Program (CIP) 2023-2027.**

Administration and Department Heads reviewed items included in the capital plan. Mr. Snow requested that annual software fees be removed from capital to an operating expense account. Ms. Otero requested carryover projects be reported separately from current requests.

2. **Consider and discuss acceptance of 2022 Jasper County Law Enforcement Sales Tax (LEST) Grant.**

Mr. Short discussed the LEST grant that was received totaling \$25,679. Items funded under the grant include \$4,000 for ODET fees, a drone and training for \$19,679, and MdE Adore FTO Software for \$2,000. Ms. Otero made a motion to accept the grant and forward a resolution to City Council for approval. Motion carried 4-0.

3. **Consider and discuss a Resolution Amending the 2021 – 2022 Annual Operating and Capital Budget for the City of Carthage.**

Mr. Short discussed the need for the budget adjustment. Mr. Barlow moved to forward the budget adjustment Resolution to council for approval. Motion carried 4-0.

**4. Staff Reports.**

Mr. Short reviewed sales tax and use tax revenues and golf revenues. Financials were also reviewed. Ms. Cox asked when departments could proceed with items budgeted under the ARPA funds. Mr. Topete moved to forward a Resolution to Council for a budget adjustment to appropriate funds for ARPA projects. Motion carried 4-0.

**5. Other Business. None.**

**ADJOURNMENT:** The meeting adjourned at 8:09 P.M. on motion by Mr. Topete.

Respectfully submitted,  
Traci Cox

***MINUTES  
SPECIAL  
COMMITTEES  
AND BOARDS***



## **Carthage Economic Development Corporation Board Meeting**

**February 24, 2022**

**Directors present:**

Stan Schmidt, Chair  
Bob Hess  
Mayor Dan Rife  
Jeff Williams  
Julie Reams  
Chuck Bryant  
Tom Flanigan  
Tom Short  
Pete Metcalf  
Mark Gier

**Guests Present**

Carolyn Chrisman

Chairman Schmidt called the meeting to order at 12:10 p.m.

Minutes of the January 20, 2022, meeting was presented for approval. Motion by Hess, second by Williams to approve minutes. Motion passed.

Chuck Bryant updated the board on his presentation to the City Council.

Carolyn Chrisman gave an update on where she is in the process and went over the CEDC Director Options for the Board Membership. Stephanie Howard will send the board a copy of each option.

Our bank account at UMB Bank is now in dormant stage. Discussed moving our bank account to a different bank. Motion by Metcalf and second by Rife to move our bank account to Southwest Missouri Bank, motion passed. Motion by Gier and second by Metcalf to keep Stan Schmidt and Jeff Williams as the check signors, motion passed.

The nominating committee recommended to keep the office slate the same for this year. President, Stan Schmidt, Vice President, Bob Hess and Treasure, Jeff Williams. Gier made the motion to accept the slate of officers and Metcalf seconded the motion, motion passed.

Discussion on the CEDC forming a subcommittee to help with the communication and collaboration with the other non-profit and civic groups in Carthage. Chairman Schmidt appointed Julie Reams as the Sub-Committee Chair.

Next CEDC Board Meeting will be held on Thursday, March 24<sup>th</sup>.

There being no further business, the meeting was adjourned at 1:08 pm by a motion from Hess and seconded by Williams.

Respectfully submitted—

Stephanie Howard

*Draft Copy of Minutes Subject to Approval at The Next Meeting*

Planning, Zoning, and Historic Preservation Commission  
Meeting 7 March 2022

The Planning, Zoning, and Historic Preservation Commission consists of eleven members: Chairman Mark Elliff, Vice Chairman Abi Almandinger, Bill Barksdale, Jim Swatsenbarg, Jim Hunter, and Harry Rogers. Non-Voting Members include Mayor Dan Rife, City Administrator Tom Short and Council Member Liaison Ed Barlow. Staff includes Public Works Director Zeb Carney. There is currently one vacancy on the board.

The March meeting was held in City Council Chambers.

Commission Members Present: Mark Elliff, Abi Almandinger, Jim Swatsenbarg, Jim Hunter, Zeb Carney.

Also, present: Julie Tilley, Greg Dagnan, David Armstrong, Craig Putnam, Scott Degreenia, Linna Degreenia, Kathleen E. Studebaker, Sherry Wells, John Clark, Kim Slates, Michael Slates, Clayton Cristy, and Bren Flanigan.

A quorum was present.

Chairman Mark Elliff called the meeting to order at 5:38 p.m.

First order of business involved the minutes of the November 1, 2021, meeting. Minutes were available for review in the packet prior to the meeting. A motion to approve the minutes as written was made by Jim Swatsenbarg and was seconded by Jim Hunter. On a voice vote, all ayes, the motion passed.

Second order of business was a Public Hearing regarding a request to rezone property from 'A' First Dwelling to 'B' Second Dwelling in the Columbian Re-plat Addition. Several property owners addressed the Commission.

The Commission then discussed the request to rezone the property. A motion to approve the zoning request was made by Jim Swatsenbarg and seconded by Mark Elliff. On a voice vote, all ayes, the motion passed.

There were no further items on the agenda.

The next meeting is scheduled for Tuesday April 4, 2022.

Abi Almandinger made a motion to adjourn. That motion was seconded by Jim Swatsenbarg. Motion passed and the meeting adjourned.

Respectfully submitted,  
Mark Elliff

## **CWEP BOARD MEETING MINUTES**

March 17, 2022

The Carthage Water & Electric Plant Board met in regular session March 17, 2022, 4:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

**Board:**

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

- ☐ Brian Schmidt - Member
- ☒ Pat Goff – Member
- ☒ Darren Collier - Member

**Staff:**

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

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

President Beimdiek called the meeting to order at 4:00 p.m.

**ADDITIONS/CHANGES TO THE AGENDA:** None.

**APPROVAL OF MINUTES:**

A motion by Lambeth and seconded by Collier to approve the minutes of the regular meeting of February 17, 2021, as presented, passed unanimously.

**APPROVAL OF DISBURSEMENTS:**

A motion by Goff and seconded by Collier to approve disbursements for February in the amount of \$3,653,348.97, passed unanimously.

**FINANCIAL STATEMENT:**

CFO Nugent presented the financials for February, she noted the revenues are more than budgeted. She reported power costs are driving the overall costs and main breaks and tree trimming have also contributed to higher expenses for the month. Year to date, all departments are ahead on net income.

A motion by Collier and seconded by Goff to approve February financials passed unanimously.

**COMMITTEE REPORTS:** None.

**CITIZENS PARTICIPATION PERIOD:**

CFO Nugent introduced the ladies from the CWEP Purchasing department as follows: Kelli Stinebrook, Purchasing Agent; Ivy Artym, Purchasing Agent Assistant; and Dianne Southard, Purchasing Agent Assistant. GM Bryant acknowledged that this month is Procurement Month and CWEP has been

celebrating with quizzes, trivia, and prizes. He noted this helps bring awareness and understanding to CWEP of what it takes to make purchases. Bryant highlighted the practices these staff members do to get us the best price and extended his appreciation to the Purchasing department for their continued hard work, dedication and keeping a smile on their face while trying to work through procurement issues.

**OLD BUSINESS:** None.

**NEW BUSINESS:**

**PRESENTATION BY BKD REGARDING GRANT OPPORTUNITIES**

General Manager Bryant welcomed Kristen Bright and Kim Swain with BKD to the meeting. Bright and Swain gave the Board an overview of grant opportunities for each department. Bryant thanked Bright and Swain with BKD for attending and sharing their knowledge and thoughts with the Board.

**RECOMMENDATION TO PROCEED WITH PURCHASE OF A 2022 DODGE DIESEL 4X4 TRUCK**

General Manager Bryant reported the purchasing department received notice in December 2021 that the Dodge Diesel truck that CWEP had an order was unavailable as the manufacturer was no longer offering these trucks to government agencies.

GM Bryant noted upon assessment, CWEP began pursuing resources and found limited options and availability. After extensive research, CWEP was able to locate a 2022 Dodge diesel, 1-ton, crew cab truck that would serve the operational needs of the department. This truck is available from Jim Butler Chrysler Dodge Jeep Ram in the amount of \$61,532.00 and will be obtainable in the next few weeks.

GM Bryant recommends proceeding with the purchase of this vehicle from Jim Butler Chrysler Dodge Jeep Ram.

A motion by Goff and seconded by Collier to proceed with the purchase of this vehicle from Jim Butler Chrysler Dodge Jeep Ram in the amount of \$61,532.00, passed unanimously.

**CONSIDERATION OF BIDS FOR SLUDGE HAULING SERVICES**

General Manager Bryant announced formal proposals were requested to provide wastewater sludge hauling services on an as-needed basis to be land applied on agricultural fields within a 15-mile radius of the Wastewater Treatment Plant. He noted a sole proposal was received from Hillhouse Pumping Company, LLC. GM Bryant recommends that CWEP award this service request to Hillhouse Pumping Company for the rates provided.

A motion by Collier and seconded by Lambeth to award this service request to Hillhouse Pumping Company for the rates provided, passed unanimously.

**CONSIDERATION OF BIDS FOR SUBSTATION MAINTENANCE AND TESTING**

General Manager Bryant reported a formal request was advertised and presented to several vendors seeking proposals to perform maintenance and testing on various electrical equipment at CWEP

substations in Carthage, Missouri. Proposals were requested with an option of the contractor disconnecting and reconnecting the tested equipment and the option of CWEP providing the disconnect and reconnect services.

GM Bryant noted proposals were received from Delta Star, Inc., Midwest Electric Transformer Services, and Transfluid Services, Inc. After Evaluating the different options, Midwest Electric Transformer Services offered the lowest proposal at \$47,115.00. The electric distribution department determined that CWEP will perform the disconnect and reconnect services.

GM Bryant recommends awarding this project to Midwest Electric Transformer Services in the amount of \$47,115.00 and noted this vendor has previously provided other service projects to CWEP, which have proven to be successful.

A motion by Goff and seconded by Collier to award this project to Midwest Electric Transformer Services in the amount of \$47,115.00, passed unanimously.

#### **RECOMMENDATION OF EAST CENTRAL AVENUE RAW WATER LINE RENOVATION**

General Manager noted bids were submitted for the East Central Avenue raw water line renovation and after being reviewed, it is confirmed that Hartman Walsh Painting Company of St. Louis, Missouri as the apparent low bidder. Hartman Walsh has indicated that they intend to enter into a contract with CWEP to build the project and they appear to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

GM Bryant recommends awarding the construction contract to Hartman Walsh Painting Company in the amount of \$291,995.19 for the water line renovation work.

A motion by Lambeth and seconded by Collier to award this construction contract to Hartman Walsh Painting Company in the amount of \$291,995.19, passed unanimously.

#### **RECOMMENDATION OF BACKHOES LEASE EXTENSION**

General Manager Bryant reported a notice was received that the new backhoe units would not be available to replace the currently leased units due to supply constraints. The vendor, Fabick Cat, indicated that new units would not be available for lease until August. With this option, CWEP would have to return the backhoes and rent others until the new units would arrive. Fabick Cat offered to extend the current lease as another option and would also include a warranty.

After discussing both options, CWEP's departments determined that the current backhoes are still in good mechanical condition and should be able to serve the needs for another two years. The annual lease payment for both units would be a total of \$35,401.17

A motion by Goff and seconded by Collier to extend the lease on the existing backhoe units with Fabick Car for another two years in the amount of \$35,401.17, passed unanimously.

#### **STAFF REPORTS:**

General Manager Bryant noted procurement is still an issue for CWEP. He reported engines 13 and 14 had oil changes this month. He noted he attended a Board meeting in Columbia this month and highlighted that MPUA had a ribbon cutting and open house for their new facility. Bryant added that CWEP staff assisted in setting the poles for the new indoor training facility in Columbia. He reported he gave a peer review for the city of Marshall, MO. Bryant noted he attended the Legislative Rally in DC and attended an APPA Board meeting.

Director of Power Services Emery reported crews are working on several projects right now with Primary extensions and Street lighting.

Director of Water Services Choate noted crews are busy right now with installation of water mains and sewer mains for 100 plus homes being built from HH highway to Precious Moments.

**BOARD MEMBER COMMENTS:**

Board Member Collier congratulated the Ladies of CWEP for making the APPA publication for International Women's Day and expressed his appreciation.

At 5:28 p.m. the meeting adjourned.

---

President – Steve Beimdiek

---

Secretary – Ron Ross

ECONOMIC DEVELOPMENT COMMITTEE (MYERS PARK)  
MONDAY, MARCH 14, 2022 3:30 P.M.

**MEMBERS PRESENT:** Zeb Carney, Ceri Otero, Seth Thompson, Tom Short, Greg Dagnan, and Stephanie Howard

**OTHER COUNCIL MEMBERS PRESENT:** David Armstrong

Mayor Rife called the meeting to order at 3:30 P.M.

**OLD BUSINESS:**

**NEW BUSINESS:**

**1. Consider and discuss Myers Park**

The committee discussed what lots are currently available and gave staff the ability to negotiate before taking offers to Council.

**2. Executive Session.**

**3. Other Business.**  
None.

**ADJOURNMENT:** The meeting adjourned at 4:30 PM on motion by Mayor Rife.

Respectfully submitted,  
Stacey Anderson

***AGENDAS  
STANDING  
COMMITTEES***

**--NOTICE OF MEETING--**

**BUDGET WAYS & MEANS COMMITTEE**

**MONDAY, MARCH 14, 2022**

**5:30 P.M.**

**COUNCIL CHAMBERS, CITY HALL**

**326 GRANT ST., CARTHAGE, MISSOURI**

**--TENTATIVE AGENDA--**

**OLD BUSINESS**

1. Consideration and approval of minutes from previous meeting.

**CITIZENS PARTICIPATION**

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

**NEW BUSINESS**

1. Consider and discuss Five-Year Capital Improvement Program (CIP) 2023-2027.
2. Consider and discuss (Resolution) acceptance of 2022 Jasper County Law Enforcement Sales Tax (LEST) Grant.
3. Consider and discuss a Resolution Amending the 2021 - 2022 Annual Operating and Capital Budget for the City of Carthage.
4. Staff Reports.
5. Other Business.

**ADJOURNMENT**

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

**POSTED: \_\_\_\_\_**

**BY: \_\_\_\_\_**

---

# **City of Carthage**



## **NOTICE OF MEETING Public Safety Committee – Agenda**

March 21, 2022

5:30 p.m.

Carthage City Hall

Council Chambers

326 Grant, Carthage MO 64836

### **TENTATIVE AGENDA**

#### **OLD BUSINESS**

1. Consideration and approval of minutes from previous meeting.

#### **CITIZEN PARTICIPATION**

1. Consider and discuss 5K run – Desmond Williams
2. Consider and discuss Civil War Days – Julie Reams

#### **NEW BUSINESS**

1. Staff reports
  - Fire Department
  - Police Department

#### **ADJOURNMENT**

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

**POSTED:** \_\_\_\_\_

**BY:** \_\_\_\_\_

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS  
March 22, 2022  
City Hall Council Chambers  
5:00 PM

**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 changes to Section 502 – Vacation of the personnel policy manual.
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***

**-Notice of Meeting-**

**Carthage Tree Board Tuesday, April 5, 2022**

**4:30 PM**

**Carthage Parks and Recreation Office**

**521 Robert Ellis Young Drive, Carthage, MO 64836**

**AGENDA**

**Old Business**

1. Consider and approve minutes from previous meeting.

**Citizens Participation** (Citizens wishing to address the Board should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call the Parks & Recreation office at 417-237-7035.

**New Business**

1. Consider and discuss Arbor Day 2022
2. Consider and discuss other events for 2022

**Staff Reports**

**Other Business**

**ADJOURNMENT**

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

**POSTED:**

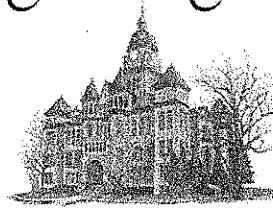
**BY:**

**John Bartosh**  
*Presiding Commissioner*

**Tom Flanigan**  
*Eastern District Commissioner*

**Darius 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  
MARCH 22, 2022  
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 Sheriff-Surplus Toshiba Copier**
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED MARCH 18, 2022, AT 4:00 P.M.

(RSMO 610.020)

LODGING TAX APPROPRIATION COMMITTEE

Monday, March 21, 2022

4:00 P. M

Zoom

326 Grant Street

Tentative Agenda

Old Business

1. Approval of minutes from the previous meeting.

**CITIZENS PARTICIPATION**

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

New Business

1. Consider and discuss specifics of making tourism a City function.

Other Business

Adjournment

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

**POSTED:** \_\_\_\_\_

**BY:** \_\_\_\_\_

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

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

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

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

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

#### Motions in General

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

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

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

#### The Three Basic Motions

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

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

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

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

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

#### Multiple Motions Before the Body

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

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to have a 5-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a 5-member committee to plan and put

on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

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

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

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

#### **To Debate or Not to Debate**

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

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

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

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

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

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

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

#### **Majority and Super-Majority Votes**

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

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

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

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

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

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

### **The Motion to Reconsider**

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

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

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

### **Courtesy and Decorum**

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

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

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

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

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

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

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

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

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

#### **Special Notes About Public Input**

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

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

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

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