

1. City Council Agenda July 12, 2022

Documents:

[CITY COUNCIL AGENDA 07 12 22.PDF](#)

2. City Council Packet July 12, 2022

Documents:

[COUNCIL PACKET 07 12 22.PDF](#)

3. City Council Minutes July 12, 2022

Documents:

[CITY COUNCIL MINUTES 07 12 22.PDF](#)

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JULY 12, 2022
6:30 P.M. – COUNCIL CHAMBERS**

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meetings
6. Presentations/Proclamations

1. Proclamation honoring Brian Bradley

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. 22-32** – An Ordinance to add Section 16-25 Parks and Recreation Pricing and Cost Recovery Policy to the City Code of the City of Carthage, Missouri. (Public Services)

16. New Business

1. **C. B. 22-33** – An Ordinance authorizing the Mayor to enter into an agreement with Locality Media, Inc. for First Due Mobile Responder software for the Carthage Fire Department, in the City of Carthage, Missouri. (Public Safety)
 2. **C. B. 22-34** – An Ordinance authorizing the Mayor to enter into an agreement with Jasper County and the Jasper County Sheriff for inmate detention services in the City of Carthage, Missouri. (Public Safety)

3. **C. B. 22-35** – An Ordinance authorizing the Mayor to enter into a contract with Azavar to provide a local government tax and fee audit in the City of Carthage, Missouri. (Insurance Audit & Claims)
4. **C. B. 22-36** – An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2021-2022 (Budget Ways & Means) *A copy of this C. B. will be sent out once it is completed

17. Mayor's Appointments

1. Police & Fire Pension Committee

18. Resolutions

1. **Resolution 1969** – A Resolution of the City Council of the City of Carthage approving a recommendation of the Public Works Committee granting an administrative lot split for property located in Peach Tree Subdivision, approximately 0.4 acres, in the City of Carthage, Missouri. (Public Works)
2. **Resolution 1970** – A Resolution providing for the formal acceptance of a donation from the Local Emergency Preparedness Committee to the City of Carthage's Fire Department by the City Council of the City of Carthage, Missouri pursuant to City policy. (Public Safety)
3. **Resolution 1971** – A Resolution of the City of Carthage, Missouri authorizing the donation of the Mack fire truck as surplus property with provision for future use by the City in the City of Carthage, Missouri (Public Safety)
4. **Resolution 1972** – A Resolution of the Council of the City of Carthage, Missouri expressing the support of the City's application for funds through MoDOT's Transportation Alternatives (TAP) Program and authorizing the submission of an application relating to the proposed Carthage Sidewalk Improvements Project, along HH Highway (Fir Road) and Chapel Road. (Public Works)
5. **Resolution 1973** – A Resolution authorizing City support and permissions for several programs as part of the 42nd annual Marian Days celebration in the City of Carthage, Missouri. (Public Safety)

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

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MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
June 28, 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: Robin Blair, Alan Snow, Ed Hardesty, Ed Barlow, Mark Elliff, Brandi Ensor, David Armstrong, and Trudy Blankenship. Council Members Robin Harrison and Ceri Otero were absent. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

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

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the minutes of the June 14, 2022 Council Meeting. Motion carried unanimously.

During Citizen's Participation Period, former Council member Ray West apologized for his rapid departure due to health issues and stated that he was honored to serve. Abi Almandinger gave a presentation on Vision Carthage projects that have happened in the first two quarters, it also included their plans for the rest of the year.

Mr. Snow reported that the budget committee is between meetings, next meeting is July 11.

Mr. Armstrong reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. They also discussed the Tourism Director position, Municode changes, and an MPR update on a few items.

Mr. Barlow reported that the Public Safety Committee met on June 27 with many items discussed. Mr. Snow requested the 1100 block of Euclid (Pearl to Lilac) be closed from 8-10:30 pm July 3rd for a block party. Mr. Barlow made a motion, seconded by Mr. Elliff, to approve the closure of the 1100 block of Euclid on July 3rd from 8-10:30 pm for a block party. Mr. Snow abstained from voting. Motion carried. Chief Huntley spoke to the Committee about the mattress bids that were opened on May 26. Denver mattress was the only one received and it was over budget. The bid was rejected and bids will be sent back out. Chief Huntley also spoke on the Reporting System bid, 3 bids were received with the lowest being First Due with a bid amount of \$10,790.00 and an annual fee of \$9,890.00. Mr. Barlow made a motion, seconded by Mr. Snow, to accept the bid from First Due in the amount of \$10,790.00. Motion carried. Greg Spink spoke with the committee on the Back to School Bash. He requested the closure of 4th street from Garrison to Maple on August 9 from 4:30-7 pm. Mr. Barlow made a motion, seconded by Ms. Blankenship, to approve the road closure for the Back to School Bash on August 9 from 4:30-7 pm. Motion carried. Chief Huntley also spoke on the 4 gas meters that

were purchased. LEPC has reimbursed the City for that purchase and Chief has requested that the meters be put into operation. There will be a Resolution at the next Council meeting accepting this donation from LEPC. Chief Huntley spoke about wireless headsets he would like for the main Engine. The Engine does not currently have any in the cab of the truck, the headsets would allow the crew to hear all communications while in the Engine. Chief spoke with two companies, one gave a quote of \$6,308.14, that price is guaranteed until July 21. The other company gave a quote of \$8,725.70. Chief Huntley requested that the lower quote from Setcom be accepted before the price increases. Mr. Barlow made a motion, seconded by Ms. Ensor, to accept the quote of \$6,308.14 from Setcom for wireless headsets for the main Engine. Motion carried. The Municipal Court was discussed, the judge and one of the court clerks have accepted county court positions and those two positions will be filled as soon as possible. No further action was taken. Chief Hawkins spoke about the jail MOU for 2021-2022, which needs signed by the Mayor. There will be a Council Bill at the next meeting for the MOU. Chief Hawkins spoke about the RFP for Animal Control Services. The City is looking at other options since the Carthage Humane Society rejected the contract with the City for \$36,000. There have been discussions with Joplin Humane Society about housing the animals for \$80 per animal. A contract will be drawn up and presented once complete. Chief Hawkins also spoke about Marian Days and the CRM's requests with the event. There will be a Resolution at the next Council Meeting addressing their requests. Chief Huntley gave updates on capital items, living restriction changes, Missouri driver's license, one of the City's MACK trucks, the Sudstock event over the weekend, and the 4th of July fireworks. Chief Hawkins updated the committee on capital items, hiring, and gave a parking committee update. Chief recommended to convert 4 ADA parking spaces to 15 minute to go spaces. That recommendation was approved and will be sent to the Public Works Committee. The next meeting will be July 18.

Mr. Hardesty reported that the Public Services Committee met on June 21 and discussed the Parks Pricing and Cost Recovery Policy that appears in C. B. 22-32. A new credit card system was discussed for the Parks department to use with CivicRec. There were 3 companies that were looked at. Forte Payment Systems was selected and will appear in Resolution 1968. The next meeting will be July 19.

Mr. Armstrong reported the Public Works committee is between meetings with the next meeting scheduled for July 5.

Special Committee and Board Liaison Reports were given by Mr. Elliff for the Jasper County Commission.

Mayor Rife reported on the Municipal Judge interviews and his CEDC and CWEP meeting attendance.

During reports from Council Members, Mr. Armstrong reported on his recent attendance at an MML committee meeting with Mr. Dagnan. He encouraged other Council Members to join the MML committees so there is more representation from Southwest Missouri. Mr.

Snow thanked Mark Peterson for all of his work on the Parks Pricing and Cost Recovery Policy. Mr. Barlow thanked Abi for the presentation from Vision Carthage and expressed his gratitude for the work they are doing.

Fire Chief Ryan Huntley reported on the Sudstock event that happened over the weekend, and reported that they are ready for the 4th of July event.

Parks & Recreation Director Mark Peterson also reported on the Sudstock event and said it was a great success. He reported that they are prepping for the 4th of July events and thanked the Police and Fire department for their help in preparing. He also mentioned that the Pricing and Cost Recovery Plan was a recommendation that came from the Parks Master Plan.

City Administrator Greg Dagnan expressed his condolences to the Harrison's for a recent loss of a loved one. He reported on the following: recent groundbreaking attendances, a ribbon cutting this coming Friday, meeting with Mark and Jason Eckhart regarding progress on the Parks Master Plan, the Humane Society contract, MML meeting, the hiring of the Tourism Director, and tracking capital item purchases. He also reported that he will begin to send out his reports prior to the Council meetings and touch on the important topics during Council reports.

The Committee on Claims filed a report in the amount of \$527,224.45 against the following funds: General Revenue \$56,550.14, Public Health \$142,724.86, Civic Enhancement \$791.60, Public Safety \$530.95, Parks/Stormwater \$166.00, Golf \$2,205.47, Myers Park \$5,158.50, and Payroll \$319,096.93. Mr. Armstrong made a motion, seconded by Mr. Snow, to accept the report and allow the claims. Motion carried.

A Public Hearing on the Annual Operating and Capital Budget for Fiscal Year 2023 was held. No citizens were present for the public hearing.

Under old business, C. B. 22-28 – An Ordinance authorizing the Mayor to enter into a contract with OpenGov for budgeting and financial accounting software for the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, and Snow. The Council Bill was approved and numbered Ordinance 22-29.

C. B. 22-29 – An Ordinance authorizing the Mayor to enter into a contract with Bennett Construction Inc. of Lamar, Missouri for stormwater improvements between Macon St. and Case St. in the amount of \$258,687.00 was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, and Snow. The Council Bill was approved and numbered Ordinance 22-30.

C. B. 22-30 – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage, Missouri and the Carthage Chamber of Commerce for services in the amount of \$36,163.00 was placed on second reading followed by a roll call vote of 6 yeas and 2 nays. Ayes: Barlow, Blair, Blankenship, Elliff, Ensor, and Snow. Nays: Armstrong and Hardesty. The Council Bill was approved and numbered Ordinance 22-31.

C. B. 22-31 – An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2022-2023 was placed on second reading followed by a roll call vote of 7 yeas and 1 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, and Snow. Nays: Hardesty. The Council Bill was approved and numbered Ordinance 22-32.

Mr. Hardesty expressed his and his constituents concern over the Tourism Director position that was a part of the budget.

Under new business, C. B. 22-32 – An Ordinance to add Section 16-25 Parks and Recreation Pricing and Cost Recovery Policy to the City Code of the City of Carthage, Missouri was placed on first reading with no action taken.

Mr. Armstrong made a motion, seconded by Mr. Hardesty, to divide the question by committees for the Mayor's Appointments.

Mr. Snow made a motion, seconded by Mr. Elliff, to approve the appointment of Jeremy Workman as the Municipal Court Judge. Motion carried with a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, and Snow.

Mr. Barlow made a motion, seconded by Mr. Armstrong to approve the Mayor's Appointments as listed for the Library Board. Motion carried with a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, and Snow.

Re-appointment of Carrie Campbell and Kevin Johnson until July 2025

Appointment of Julie Anderson until July 2025

Appointment of Brian Schmidt until July 2023

Appointment of Nancy Dymott until July 2024

Mr. Snow made a motion, seconded by Ms. Blair, to approve the Mayor's Appointments as listed for the Economic Development Committee. Motion carried with a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, and Snow.

Re-appointment of Ceri Otero, Mark Elliff, Greg Dagnan, Zeb Carney, Stephanie Howard, and Traci Cox until July 2023.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve the re-appointment of Darren Collier to the Police & Fire Pension Committee until July 2024. Motion carried with a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, and Snow.

Mr. Hardesty made a motion, seconded by Mr. Armstrong, to approve Resolution 1968 – A Resolution of the City of Carthage, Missouri, authorizing the Mayor to enter into an agreement with Forte Payment Systems for credit card transactions associated with CivicRec for the Carthage Park Department. Resolution 1968 was adopted by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, and Snow.

During closing comments Ms. Blair reported that she attended Sudstock with her family and enjoyed it, she was appreciative of the events for the younger kids as well. Mr. Snow invited everyone to his block party on July 3rd. Mr. Elliff and Ms. Ensor thanked those who worked so hard on the budget, Ms. Ensor also congratulated all of those who were appointed during the meeting. Mr. Armstrong wished everyone a happy 4th of July and Ms. Blankenship congratulated the appointments and also wished everyone a happy 4th.

Ms. Blankenship made a motion, seconded by Ms. Ensor, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:29 p.m.

Dan Rife, Mayor

Miranda Deal, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

PROCLAMATION

WHEREAS, on behalf of the City of Carthage, I wish to record our deep sorrow over the passing of Mr. Brian Bradley on July 2nd, 2022, and;

WHEREAS, Brian Bradley was a beloved father, friend, and coworker, and;

WHEREAS, Brian Bradley, Carthage Parks and Recreation Superintendent, was a leader dedicated to providing a quality parks and recreation system for Carthage citizens, and;

WHEREAS, Brian Bradley, was a veteran of the United States Army, serving tours of duty in Operation Desert Storm and Operation Iraqi Freedom, and;

WHEREAS, His life was dedicated to the best interests of the Carthage community, his family, friends and coworkers and;

WHEREAS, The City of Carthage along with Brian's family are blessed to have known him and been a part of his life, and;

NOW, THEREFORE, I, Dan Rife, Mayor of the City of Carthage, on behalf of the entire City Council, in recognition of Brian Bradley's many contributions to our City and its citizens, do hereby express our deep appreciation for his dedication to the progress of this community and extend to his family our sincere sympathy upon his passing. In honor of Brian, all city flags will be flown at half-staff from Thursday, July 7th at 5:00 p.m. until Friday, July 8th at Noon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Carthage, Missouri, this 7th day of July, 2022.

Dan Rife, Mayor

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

COUNCIL BILL NO. 22-32

ORDINANCE NO. _____

An Ordinance to add Section 16-25 Parks and Recreation Pricing and Cost Recovery Policy to the City Code of the City of Carthage, Missouri.

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

SECTION I: Section 16 of the Carthage Code is hereby amended to add Section 16-25 Parks and Recreation Pricing and Cost Recovery Policy:

The attached Parks and Recreation Pricing and Cost Recovery Policy is hereby adopted in full and incorporated herein as if set out in full. The policy shall be codified in accordance with Muni Code codification.

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:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

City of Carthage

Parks and Recreation Pricing and Cost Recovery Policy

SECTION I. INTRODUCTION

Carthage Parks and Recreation offers a wide range of facilities and partners with others to ensure that recreation programs and special events are available for all age groups. Carthage Parks and Recreation collects a variety of program and facility use fees but is still primarily supported by the City of Carthage's General Fund, Parks and Storm water Tax, and Capital Improvement Funds from local foundations.

Historically, there have not been established program fees; however, the suggested new Pricing and Cost Recovery Policy recommends giving the Director of Parks and Recreation authority to set all user fees and pricing strategies working with the Public Services Committee. This will enable the Department to quickly respond to market trends and community needs by implementing pricing methods as appropriate to meet financial sustainability.

To identify recommended cost recovery rates for Carthage, the Pricing and Cost Recovery Policy will use national benchmark information, local market conditions, and user survey information for all parks and recreation programs and services.

In developing the Pricing Policy, the Parks and Recreation Department is suggesting the following policy to move the organization forward in maintaining a sustainable system and operating in the most efficient manner:

"The Carthage City Council hereby authorizes the Director of Parks and Recreation to set all user fees and pricing strategies based on input from the Public Services Committee in accordance with the established cost recovery goals as outlined in this policy."

SECTION II. PURPOSE

The Pricing and Cost Recovery Policy is a mechanism for allocating the use of public funds, creating a financially sustainable approach for recreational services and facilities, maximizing the use of programs and facilities, and ensuring affordable access to programs and services. The Pricing and Cost Recovery Policy allow city administration, users, department staff, department partners, and citizens-at-large to better understand the philosophy behind the pricing of programs and services. The Pricing and Cost Recovery Policy presents a cost-of-service template to be used to determine the level of cost recovery for direct and indirect costs for each core program category.

SECTION III POLICY

A. RECOMMENDATIONS

The following recommendations were developed to address key issues to support and act on implementing the pricing policy and creating a more sustainable and efficient Department:

- Establish a cost recovery range for each program area and allow the Director of Parks and Recreation to set prices with input from others, as needed, while keeping within the

cost recovery goals approved by the City Council

- Review prices annually as operational costs increase. Adjust prices to stay within established cost recovery goals
- *Children* will include ages 17 and younger and *Senior Adult* will include people 62 and older
- Establish cost recovery goals for new facilities before they are built and require architects/engineers to design to that operational goal
- Develop a permit rate with a percentage of gross revenue for private operators who generate private gain with no capital or operational cost investment
- Determine not-for-profit 501-C-3 status for all outside users seeking special permits that allow them to gain personal revenue off city-owned facilities prior to permitting

The City of Carthage is committed to providing outstanding public parks, recreation facilities and recreation programs. The increasing demands for additional park usage, recreation programs/facilities and services, coupled with rising operating and capital costs, make it challenging to maintain existing levels of service. The establishment of a Pricing and Cost Recovery Policy is designed to provide the Parks and Recreation Department with consistent guidelines in pricing facilities, programs and services.

The Pricing and Cost Recovery Policy allows elected officials, users, staff, partners, and citizens-at-large to understand the philosophy behind pricing of products and services offered. The Pricing and Cost Recovery Policy is based on the true costs to provide programs and services. Staff will be developing the true cost to provide the services, programs and facilities through a cost of service model.

B. TYPES OF FEES AND CHARGES

The following definitions are provided to clarify the meaning of terms used within this policy document:

1. **Admission Fees:** Fees to enter a building or enclosed structure or facility, as in a fee to enter an aquatic facility.
2. **Rental Fees:** Payments made for the privilege of exclusive use of park property or facilities of any kind.
3. **User Fees:** Fees for use of a facility amenity or participation in a program or activity.
4. **Sales Revenue:** Revenue obtained from the operation of concessions, sale of merchandise and other property.
5. **Special Service Fees:** Fees for supplying extraordinary articles, commodities, activities or services that may not be considered standard or routine functions of the Agency, such as private lessons and staff support required for special events.
6. **Membership Fees:** Charges that entitle individuals to multiple use of a facility for a predetermined number or duration. Examples include Annual Passes, Individual Passes, etc. to aquatic facility.
7. **License and Permit Fees:** Fees to obtain written consent to perform some lawful action, typically after permission has been granted by the Agency.
8. **Non-Profit Organization Fees:** Fees available only to non-profit organizations with Internal Revenue Service 501(c) (3) tax-exempt status or is listed as a non-profit organization with

the Secretary of State's office.

9. Vendor Permit Fees: Fees for the privilege of selling goods and services on city property.

C. OTHER DEFINITIONS

Direct Costs: Those costs that can be directly and exclusively attributed or assigned to a specific service or program.

Enterprise Funds: Used to account for a distinct business activity by the Agency that involves no tax subsidy. In enterprise accounting, the full cost of doing business plus debt service, depreciation and contributions to reserve funds are included in financial reports.

Indirect Costs: Those costs that can be attributed to more than one (1) program or service and are not generally a part of the user's direct experience. These costs may be somewhat constant or "fixed" regardless of the level of program participation or facility usage. Examples would include program administration and supervisory staff salaries, departmental administrative staff salaries and costs for a facility or vehicle used for different programs.

Cost Recovery: To recover the cost of providing a particular service through fees, charges, or funding source other than tax dollars. The level of cost recovery will vary depending upon the program or service.

Administrative Fee: This fee covers a portion of the indirect costs associated with the administration of all programs. It covers items such as processing and credit card fees, making materials, advertising, and other support costs.

Agency: Refers to the Parks and Recreation Department.

Agency Co-Sponsored: Services that are organized, promoted, and conducted in part by Agency staff and in part by an outside agency, organization or individual(s) and are the negotiated responsibility of both parties as defined by a contract or letter of agreement.

Agency Sponsored: Services or programs that are organized, promoted, and conducted by the City of Carthage Parks and Recreation Agency.

Agency Facilitated: Services or programs that are organized, promoted, and conducted by an outside agency, organization, or individual(s) with limited assistance from Agency staff. These services or programs are the responsibility of the outside group. Agency involvement includes permission to use an Agency facility or promotional assistance. Normally a contract or letter of agreement defines these levels of service.

Special Park Fund: A fund established to support a specific park, facility, or program. In lieu of the City's "general fund," monies are accrued in a special capital fund. The Agency's Parks and Recreation Board may recommend expenditures.

Director: The Director of Parks and Recreation or their designee.

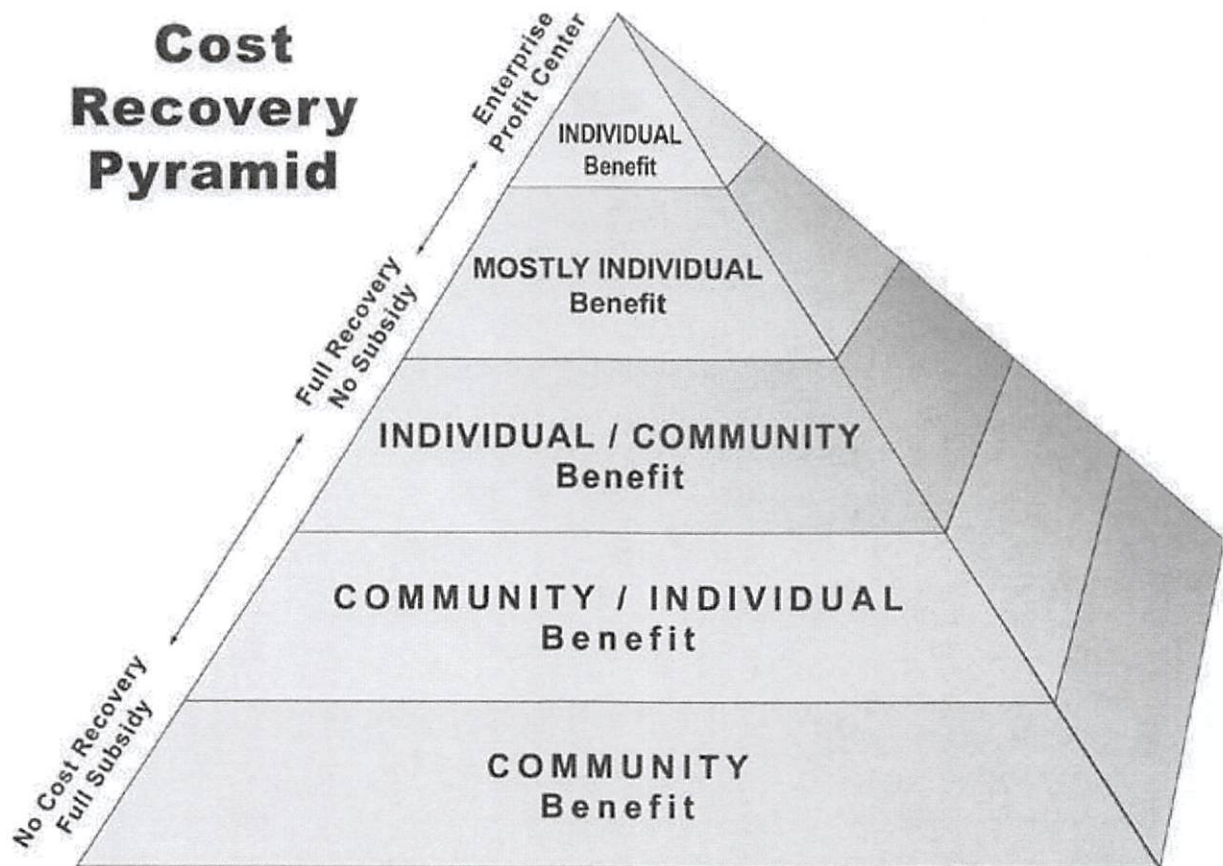
Service: Any program, class, event, activity, sales, or rental opportunity provided by the Agency.

SECTION IV: PRICING POLICY GUIDELINES

A. Cost Recovery Pyramid

A pyramid pricing model illustrates a pricing philosophy based on establishing fees commensurate with the benefit received. Descriptions regarding each level of the pyramid are provided, however, the model is intended as a discussion point and is very dependent on department and agency philosophies to determine what programs and services belong on each level. Cultural, regional, geographical and resource differences play a large role in this determination.

The pyramid model found below graphically represents this concept. The model is followed by a description of each level of the pyramid. The foundational level of the pyramid represents the mainstay of a public parks and recreation program. It is the largest service level and most heavily tax supported. Programs appropriate to higher levels of the pyramid should be offered only when the preceding levels below are full enough to provide a foundation for the next level. This is intended to represent the public parks and recreation mission while reflecting the growth and maturity of an organization.



1. COMMUNITY Benefit (0-25% Cost Recovery)

The foundational level of the pyramid is the largest and represents those programs, core services, facilities and services that benefit the community as a whole. These programs, facilities and services increase property values, provide safety, and enhance quality of life for the residents of Carthage. The community generally pays for these basic services and facilities through taxes. These services shall be offered to agency residents at minimal or no fee. Most of the tax support of the agency supports this level of the pyramid.

Some examples of programs and facilities in this category are:

- Park maintenance
- Playgrounds
- Unscheduled outdoor play courts (basketball, tennis)
- Community Wide Public Special Events
- Trails

2. COMMUNITY/Individual Benefit (26-50% Cost Recovery)

The second smaller level of the pyramid represents programs, facilities and services that promote individual physical and mental well-being and provide recreational skill development. They are generally the more traditionally expected services and beginner instructional levels. These programs, services and facilities shall be assigned fees based on a specified percentage of direct and indirect costs that represents a tax subsidy to account for the COMMUNITY Benefit and participant fee to account for the Individual Benefit.

Some examples of programs and facilities in this category are:

- Picnic shelters and reservations

3. INDIVIDUAL/Community Benefit (51-75% Cost Recovery)

The third and smaller level of the pyramid represents services that promote individual physical and mental well-being and provide an intermediate level of recreational skill development. This level provides more INDIVIDUAL and less Community Benefit and should be priced to reflect this.

Some examples of programs and facilities in this category are:

- Scheduled access to sports fields from user groups
- Youth Sports Leagues

4. MOSTLY INDIVIDUAL Benefit (76-100% Cost Recovery)

The fourth and smaller level of the pyramid represents specialized services generally for specific groups with a competitive focus. In this level programs and services should be priced to recover full cost.

Some examples of programs and facilities in this category are:

- Adult sports leagues

5. INDIVIDUAL Benefit (100% + Cost Recovery)

The fifth and smallest level of the pyramid represents activities that have a profit center potential and may fall outside of the core mission. In this level programs and services should be priced to recover full cost plus.

Some examples of programs and facilities in this category are:

- Company picnics and facility rentals
- Tournaments
- Concessions in certain areas

B. PRICING ADJUSTMENTS

The following adjustments may be considered when determining fees and charges for services.

1. SPECIAL GROUPS:

Non-Profit Organizations: These organizations often utilize Department facilities to conduct activities, including fundraising, which supports the non-profit organization's mission. As a way for the Agency to support these efforts, reduced fees may be established for organizations possessing Internal Revenue Service 501(C) (3) tax-exempt status or listed as a non-profit organization with the Secretary of State's Office.

Senior Citizens: Due to the fixed income of many residents sixty-two (62) years and over, the agency may establish senior adult fees.

Youth: Reduced fees may be established for youth sixteen (16) years of age or younger.

Special Agreements: It may be necessary to give specific organizations a waiver or discount based on a special agreement that benefits our Agency. A school use agreement is an example.

2. PRIME TIME RATES

Fees and charges may be increased during prime times of the day, week, month, or year. Prime time pricing is used to:

- Control or limit use during periods of high demand or potential over use, and
- Encourage use during periods of low demand or under use.

Generally, for other than highly individual and mostly individual category programs, the increases shall not exceed the direct and indirect cost of providing services.

3. WAIVERS

The Director of Parks and Recreation is authorized to waive or discount fees and charges when such action is determined to be in the best interests of the Agency or City.

C. DETERMINING FEES AND CHARGES

Fees and charges will be determined through the following process:

1. Determine the direct costs of providing the service/program (includes materials, hourly staff

- time, transportation, equipment, any special fees such as admission tickets, etc.)
2. Add an administrative fee of up to 7.5% of all expenses.
 3. Determine the appropriate Service Level classification and calculate the fees or charges using the appropriate cost recovery guideline.
 4. If warranted, adjust the fee, or charge as outlined. No fee increase shall be more than 10% in one year.
 5. Identify the market rate or current fee being charged for similar services. This evaluation is conducted to ensure the recommended fees do not significantly vary from the rates being charged by other entities for similar services.
 6. Consider inflationary factors for services.
 7. Consider any budgetary mandates that may affect the fee/charge setting process.

SECTION V: OTHER REVENUE SOURCES

A. CONTRACTUAL OR VENDOR PERMIT REVENUES

The agency is authorized to issue concessionaire or vendor permits to qualified individuals, groups and businesses. The purpose of these permits is to enhance visitor enjoyment when using agency facilities and to generate revenue for the agency. Permits may be issued for the following goods and services:

1. Food and beverages
2. Certain amusement equipment and inflatable apparatus as approved by the Director
3. Other goods and services as approved by the Director

B. GIFTS AND DONATIONS

A gift or donation to the agency may be either cash for a specific item, or the item itself. The agency will make every effort to honor the wishes of the contributor; however, there may be instances where receipt of the intended donation is not in the best interests of the agency. In such cases, the agency may decline acceptance. If the contribution does not cover the entire cost, the money will be accumulated toward the purchase of that item. If additional contributions are not made to purchase the item, the donor may either select an alternate gift or have the Agency determine where the donation may be best used.

C. GRANTS

Professional staff of the agency may investigate the possibilities of securing a grant or outside funding sources for agency facilities and programs. All agency grant applications must be reviewed and approved by the Director. Depending upon the grant amount, formal acceptance by the Mayor and City Commission is required as defined by city policy.

D. MANAGEMENT AGREEMENTS

Management Agreements are negotiated and awarded for the complete operation of a special facility. This type of agreement is instituted when agency operation(s) of the facility is either cost prohibitive or is not cost-effective; or when the operation(s) require a level of expertise beyond the capabilities of agency staff. The agency receives a percentage of the gross receipts and/or a minimum monthly rental rate. The length of terms and conditions of renewal may vary.

E. SPONSORSHIPS

Staff pursues corporate and other sponsorships of events, programs, and facilities on an on-going basis. These arrangements may involve the donation of funds, volunteer time, equipment, supplies, services, or labor by the corporate sponsor in return for name recognition of that sponsor's contribution and involvement.

The decision of whether or not to enter into a sponsorship agreement shall always depend on the Agency's philosophy, leisure needs of the community and the best interests of the City.

Generally, sponsorships will be solicited through established programs or campaigns. Major individual, non-recurring, or "one-time" sponsorships, such as the title sponsorship for an event or facility will be reviewed and approved by the Director of Parks and Recreation.

F. MARKET FEE ANALYSIS

The Agency regularly conducts a market analysis that incorporates price points of other service providers when determining pricing. This market analysis is taken into consideration and is a determining factor when setting Agency fees and charges.

As with all Agency policy decisions, service levels will be determined through staff, council, and citizen input.

CARTHAGE PARKS & RECREATION COST RECOVERY PYRAMID MASTER PROGRAM LIST

1. Community Benefit (0-25%)

- Community Wide Public Special Events
- Parks and Trails
- Free Play

2. Community /Individual Benefit (26-50% Cost Recovery)

- Shelter Reservations

3. Individual /Community Benefit (51 -75% Cost Recovery)

- Recreation Youth Athletic Leagues
- Youth Instructional Classes
- Educational Classes or Trips
- Youth Camps /Clinics
- Therapeutic Recreation Trips
- Fitness Classes
- Center Reservations

4. Mostly Individual Benefit (76 -100% Cost Recovery)

- Special Interest Classes or Programs
- Recreational Trips
- Adult Athletic Leagues /Tournaments

- Center Reservations

5. Highly Individual Benefit (100%+ Cost Recovery)

- Competitive Tournaments
- Competitive Team / League Activities
- Golf Course Operations

***NEW
BUSINESS***

COUNCIL BILL NO. 22-33

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an agreement with Locality Media, Inc. for First Due Mobile Responder software for the Carthage Fire Department, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with Locality Media Inc. for First Due Mobile Responder software for the Carthage Fire Department, 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 Safety



AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") dated as of **August 1, 2022** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the **Carthage Fire Department** located at **401 W Chestnut St, Carthage, MO 64836** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history) , residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. A renewal estimate will be provided to the Customer no less than 90 days before term expiration. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be

disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.
11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____

b. **Tax Exempt** _____ (Yes/No)

If Yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)

If Yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

Carthage Fire Department

By: _____

Name: Andreas Huber

Title: CEO

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



Locality Media, Inc. dba First Due
107 Seventh St, Garden City
New York, 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Exhibit A - Quote

Prepared By: Dre Mihaylo
Valid Until: August 31, 2022
Quote Number: 1545132000080584736

BILL TO:

Ryan Huntley
Carthage Fire Department
401 W Chestnut St
Carthage, MO 64836

Account: Carthage Fire Department

Subscription Start: August 1, 2022

Initial Term: 12 months

Annual Subscription: \$9,890.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	
Assets & Inventory Assets, equipment and inventory management, assets and equipment checks, and work order management.	
CAD Integration Automated importing of CAD calls via XML, Database Connector or API.	
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
	One-Time Fees Subtotal \$ 900.00
	Subscription Fees Subtotal \$ 9,890.00
	Grand Total \$ 10,790.00

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due
107 Seventh St, Garden City
New York, 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work

For Quote Number: 1545132000080584736

Statement of Work | Carthage Fire Department

Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and also act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, custom training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive training throughout the implementation process as outlined below:

1. Webinar Administrator training during configuration sessions as needed
2. Webinar formal Train-the-Trainer Session(s) during the training phase as needed
3. Access to online training videos, documents, content and interactive knowledgebase

3. Integrations:

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

4. Data Migration:

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due import workbooks
4. Importing of Data into First Due

5. Support:

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs

COUNCIL BILL NO. 22-34

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an agreement with Jasper County and the Jasper County Sheriff for inmate detention services, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with Jasper County and the Jasper County Sheriff for detention for Municipal Inmates for 2021-2022 fiscal year, a copy of which agreement with rates and cost 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 Safety



Jasper County Sheriff's Office

231 S. Main
Carthage, MO 64836
Sheriff Randee Kaiser
417-358-8177
Fax: 417-359-8620

04-05-21

Term: This MOU is effective July 1st, 2021, and will expire June 30th, 2022. It may be extended for a term as mutually agreed to by the Parties. The terms of this MOU can be negotiated before the end of each calendar year, with changes to take effect January 1st of the following year.

The City will pay for 12 months of the current term in one lump sum. This sum will be \$56,762. Nature of the Project: The Jasper County Sheriff's Office will agree to provide prisoner housing for inmates with municipal charges.

Responsibilities: Under most circumstances, inmates will be transported by Carthage Police Department.

A list will be provided to the Detention Center at least 12 hours in advance of the inmates that will be transported to court.

Under most circumstances, inmates will be transported to the Jasper County jail after 1800 hours and will have been fed supper.

A 24-hour phone number of someone able to make decisions regarding release of municipal prisoners will be made available to the Detention Center.

Mayor Dan Rife

Date

Sheriff Randee Kaiser

Date

COUNCIL BILL NO. 22-35

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Azavar to provide a local government tax and fee audit 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 into a contract with Azavar Solutions Inc, DBA Azavar Government Solutions, 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:



Professional Services Agreement

City of Carthage, Missouri

Azavar Audit Agreement

Created by:

Tom Fagan
Azavar

Prepared for:

Traci Cox
City of Carthage, Missouri

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into on the 28th day of July 2022 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Carthage, Missouri Municipality corporation having its principal place of business at 326 Grant Street Carthage, Missouri 64836 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The Services and work provided shall be provided in substantial accordance with the below Statement of Work:

(a) Azavar shall undertake a Local Government Audit Program on behalf of the Customer. As part of the Local Government Audit Program Azavar shall, on behalf of the Customer, separately review and audit each tax or fee imposed by the Customer within the Customer's corporate boundaries ("Audits") including, but not limited to those imposed upon local businesses and, electric, gas, telecommunications, refuse, and water providers ("Providers") on behalf of the Customer.

Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to use/occupation taxes, including business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, amusement, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.

(b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid by Providers and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Azavar will review and analyze Federal and Missouri state law, the Customer's own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers to conduct the Audits. In the course of an audit, Azavar will present to Customer in writing findings of monies which should have been paid to Customer by Providers in the past ("Underpayments") and, based on the record of Underpayments, an estimate of the increased revenue Customer can reasonably expect to realize from Providers by correcting in the future errors identified in the Audits ("Anticipated Increased Revenue") for review by the Customer (hereinafter "Findings"). Azavar will assist Customer to correctly apply and enforce obligations of Providers to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and may present recommendations to Customer to maximize Customer future revenues as part of the Audits. Customer understands that Findings may include but are not limited to suggested updates to local ordinances or the codification thereof. Customer agrees that any Findings, if implemented in whole or in part by the Customer or Azavar with Customer's authorization, shall be fully compensable under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is so amended within eighteen (18) months of the date of submission of the Findings to Customer by Azavar. Customer agrees to review any Findings within thirty (30) days.

(c) Customer hereby represents that it is not engaged in any Audits of Providers as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Anticipated Increased Revenue attributable to the Audit or Findings by Azavar. Customer agrees that it shall notify Azavar within five (5) business days of any newly initiated Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement.

(d) Azavar acknowledges and understands that Customer may be a member of approved or proposed plaintiff classes in certain class action lawsuits relating to telecommunications taxes. Within fifteen (15) days of the execution of this agreement, Customer shall provide Azavar with a list of all such actions of which it is aware and shall provide notice within fifteen (15) days of being made aware of any action of which it was not aware at the time of execution. The taxes or fees at issue in these lawsuits are excluded from this Agreement. In the event that Customer receives notice that it is a class member or potential class member to another class action lawsuit involving Providers within the scope of this Agreement, Customer shall notify Azavar within five (5) business days of such notice.

(e) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers.

Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.

(f) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.

(g) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of Underpayments of Anticipated Increased Revenue identified as payable to Customer during an audit, Customer shall pay any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;

(h) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;

(i) Each audit is expected to last at least six (6) months;

(j) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;

(k) Jason Perry, Local Government Audit Program Manager, and Azavar specialists will be auditors under this Agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable access to facilities for Azavar working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. INDEPENDENT CONTRACTOR

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Missouri Department of Revenue solely for the purpose of reviewing data provided by the Missouri Department of Revenue.

3. PAYMENT TERMS

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. In the event that Customer directly receives monies related to a Finding regarding Anticipated Increased Revenue, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. If Customer does not remit payment within sixty (60) days of receipt of an invoice, Azavar may assess interest at the rate of one percent (1%) per month. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any Anticipated Increased Revenue that was identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the recoveries over the following thirty-six (36) months at the contingency fee rates set forth below. This contract does not entitle Azavar to any compensation relating to the outcome of an Audit relating to the holders of video service authorization as contemplated under V.A.M.S. § 67.2691.

3.2 Customer shall pay Azavar an amount equal to thirty-seven (37) percent of any Anticipated Increased Revenue realized per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event any Provider gives Customer any credits at any time in lieu of payment of Anticipated Increased Revenue, Customer will pay Azavar an amount equal to thirty-seven (37) percent of the fair market value for such credit or any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery as agreed to by Azavar and Customer after review and analysis of Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer. Customer acknowledges that the 37% fee offered by Azavar is a special discount provided to the St. Louis Area Consortium contingent upon Customer executing and providing to Azavar this Agreement on or before July 31st 2022 ("Deadline").

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to thirty-seven (37) percent of Anticipated Increased Revenue approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to thirty-seven (37) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 If any new revenues, savings, or prospective funds recovered by Azavar result in billings below one hundred dollars (\$100) per month for the duration of the thirty-six (36) month period of billing, Customer will pay for the full 36 months in one billing.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge,

(iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under any Missouri state or federal laws.

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under any Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES.

7. TERMINATION

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:

Finance Director
City of Carthage, Missouri
326 Grant Street Carthage, Missouri 64836

9. ASSIGNMENT

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. USE OF CUSTOMER NAME

Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

11. COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Missouri and the parties hereby consent to the jurisdiction of the courts of the State of Missouri.

City of Carthage, Missouri**Azavar Audit Solutions, Inc**

Print Name:

Print Name: Jason Perry

Signature:

Signature:

Title:

Title: President



Engagement Letter

Azavar, Cozen O'Connor Agreement

Created by:

Tom Fagan

Azavar

Prepared for:

Traci Cox

City of Carthage, Missouri



Azavar Audit Engagement Letter

28th day of July 2022

VIA ELECTRONIC MAIL

Traci Cox
City of Carthage, Missouri
326 Grant Street Carthage, Missouri 64836

Mr. Jason Perry
Azavar Audit Solutions, Inc.
55 East Jackson Street
Chicago, IL 60604

Jonathan M. Grossman

Direct Phone: 202-912-4866

Direct Fax: 202-618-4856

jgrossman@cozen.com

Re: Municipal Taxes and Fees

Dear Traci and Jason:

We are pleased that the City of Carthage, Missouri ("Carthage") and Azavar Audit Solutions, Inc. ("Azavar") are jointly engaging Cozen O'Connor LLP ("Cozen") to assist in the collection of municipal taxes and/or fees. This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct.

Carthage and Azavar entered into a Professional Services Agreement on 28th day of July 2022 (the "PSA"), pursuant to which, Azavar is auditing or will audit certain municipal taxes and fees. Azavar and Carthage now retain Cozen to advise them as to certain of these audits, specified by Azavar, and any other actions that they may take to identify and collect any taxes or fees and bring these matters to a resolution. Such additional actions may include an administrative hearing and/or litigation. Cozen may elect to represent Carthage in such actions, but the firm is not now being retained to do so and any such retention is subject to Cozen's agreement confirmed in writing.

Azavar Audit Engagement Letter

Cozen's fee will be contingent upon payment of taxes or fees to Carthage and will be paid by Azavar out of fees that it receives from Carthage under Section 3 of the PSA. Cozen, Azavar and Carthage will each be responsible for paying their own costs such as travel expenses for their personnel and routine overhead expenses (e.g., copying, telephone and express mail). Direct litigation costs, such as filing fees, deposition transcripts, expert witness expenses and outside copying fees shall be paid by Carthage.

If Carthage is awarded costs or legal fees in addition to taxes, penalties and interest, those costs or fees shall first be used to reimburse Carthage for any direct litigation costs it paid. Any amount in excess would be paid to Cozen.

Notwithstanding Azavar's financial interest in the collection of taxes, Azavar acknowledges that Carthage will retain ultimate decision-making authority as to this matter.

It is hereby agreed that any dispute, claim or controversy arising out of or relating to this letter, Cozen's representation of Azavar or Carthage, or the breach, termination, enforcement, interpretation or validity of this letter, shall be settled by arbitration conducted in Chicago, Illinois, using a single arbitrator and administered by the American Arbitration Association pursuant to its comprehensive rules and procedures. Judgment on the award rendered by the arbitrator may be entered in any state or federal court located in Cook County, Illinois.

Cozen is a general service law firm that Carthage recognizes has represented, now represents and will continue to represent numerous clients over a wide range of industries and businesses in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive Carthage or other clients of the right to select this firm as their counsel.

Thus, as an integral part of the engagement Carthage agrees that Cozen may, now or in the future, represent other entities or persons, including in litigation, adversely to Carthage or any affiliate on matters that are not substantially related to the legal services that Cozen has rendered, is rendering or in the future will render to Carthage under this engagement (an "Allowed Adverse Representation").

Azavar Audit Engagement Letter

Carthage also agrees that it will not, for itself or any other entity or person, assert that either (a) this firm's representation of Carthage or any affiliate in any past, present or future matter or (b) this firm's possession of confidential information belonging to Carthage or any affiliate is a basis to disqualify Cozen from representing another entity or person in any Allowed Adverse Representation. Carthage further agrees that any Allowed Adverse Representation does not breach any duty that this Firm owes to Carthage or any affiliate. Carthage acknowledges that it has had the opportunity to consult with counsel about the consequences of this waiver.

If the arrangement outlined above is satisfactory, please acknowledge this by signing below and returning it to me at your earliest convenience. If you have any questions concerning the terms of this engagement, please do not hesitate to call me.

Sincerely,

COZEN O'CONNOR

By: Jonathan M. Grossman

JMG

Accepted on Behalf of City of Carthage, Missouri:

Accepted on Behalf of Azavar Audit Solutions, Inc.

Signature:

Signature:

Print Name:

Print Name: Jason Perry

Title:

Title: CEO and President

Date:

Date: 06-17-2022

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

July 2022

Police & Fire Pension Committee

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

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Chad Dininger	483-9538	310 W Fourth Street	7/12/22	July-23

RESOLUTIONS

RESOLUTION NO. 1969

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE APPROVING A RECOMMENDATION OF THE PUBLIC WORKS COMMITTEE GRANTING AN ADMINISTRATIVE LOT SPLIT FOR PROPERTY LOCATED IN PEACH TREE SUBDIVISION APPROXIMATELY 0.4 ACRES, IN THE CITY OF CARTAHGE MISSOURI.

WHEREAS, Article II Section 22 of the Code of Carthage provides for the approval of plats for subdivisions in the City of Carthage; and

WHEREAS, Section 22-21 provides for exemptions from the full provisions of the article with approval by the Mayor and City Council; and

WHEREAS, city staff reviewed the application and the proposed land split map for completeness and accuracy; and

WHEREAS, staff presented its recommendation to the Public Works Committee at its regularly scheduled meeting of July 5, 2022 for action and recommendation to the City Council; and

WHEREAS, on July 5, 2022 the Public Works Committee considered and discussed the staff recommendation and voted unanimously in favor of recommending said administrative lot split to the City Council.

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

That pursuant to Section 22-21 (d) of the Code of Carthage, the administrative lot split of Lot 1 in the Peach Tree Subdivision consisting of approximately 0.4 acres, Carthage, Missouri (the "Property") as recommended by the City's Public Works Committee is hereby approved as submitted (attached).

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

Dan Rife, Mayor

ATTEST:

City Clerk

BASIS OF BEARINGS
BEARINGS ARE BASED ON GRID NORTH OF
THE MISSOURI COORDINATE SYSTEM OF 1983
MISSOURI WEST ZONE.

CLASS OF PROPERTY
URBAN

TYPE OF SURVEY
ORIGINAL

SOURCE DOCUMENTS
BOOK 2485 PAGE 5

FENCE NOTE
FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE
LOCATIONS OF FENCES. INTERIOR FENCES MAY NOT BE SHOWN.

TRACT 1:

ALL THAT PART OF LOT NUMBERED ONE (1) IN
SECTION 36, TOWNSHIP 35 NORTH, RANGE 10
EAST, JASPER COUNTY, MISSOURI,
DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTHEAST CORNER OF LOT ONE (1), THENCE
S00°00'35"E A DISTANCE OF 223.14 FEET TO THE
POINT OF BEGINNING, THENCE S00°05'03"W A
DISTANCE OF 40.00 FEET TO A FOUND IRON PIN;
THENCE S79°57'58"W A DISTANCE OF 208.73 FEET
TO A SET IRON PIN; THENCE N38°05'16"W A
DISTANCE OF 115.00 FEET TO A SET IRON PIN;
THENCE N89°35'44"E A DISTANCE OF 210.05 FEET
TO A SET IRON PIN; THENCE S37°27'13"W A
DISTANCE OF 175.33 FEET TO A FOUND IRON PIN;
THENCE N37°27'13"W A DISTANCE OF 27.67 FEET TO
THE POINT OF BEGINNING, CONTAINING
CONTAINING 0.4 ACRES MORE OR LESS

TRACT 2:

ALL THAT PART OF LOT NUMBERED ONE (1) IN
SECTION 36, TOWNSHIP 35 NORTH, RANGE 10
EAST, JASPER COUNTY, MISSOURI,
DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTHEAST CORNER OF LOT ONE (1), THENCE
S00°00'35"E A DISTANCE OF 223.14 FEET TO A
FOUND IRON PIN; THENCE S82°44'33"W A DISTANCE
OF 50.00 FEET TO A FOUND IRON PIN; THENCE
N37°27'13"W A DISTANCE OF 27.67 FEET TO THE
POINT OF BEGINNING, THENCE CONTAINING
CONTAINING 0.7 ACRES MORE OR LESS

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.
SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS OF
RECORD, ENCUMBRANCES, RESTRICTIVE
COVENANTS, OWNERSHIP TITLE EVIDENCE, OR
ANY OTHER FACTS WHICH AN ACCURATE AND
CURRENT TITLE SEARCH MAY DISCLOSE.
NO FLOOD DETERMINATIONS HAVE BEEN
EXAMINED AS A PART OF THIS SURVEY.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN
ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE
CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A
GUARANTEE OF ANY KIND. THE SURVEYOR DOES NOT WARRANT OR REPRESENT THAT
THE INFORMATION CONTAINED HEREIN IS NOT TRANSFERABLE TO ADDITIONAL
INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A
"SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN
TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2022

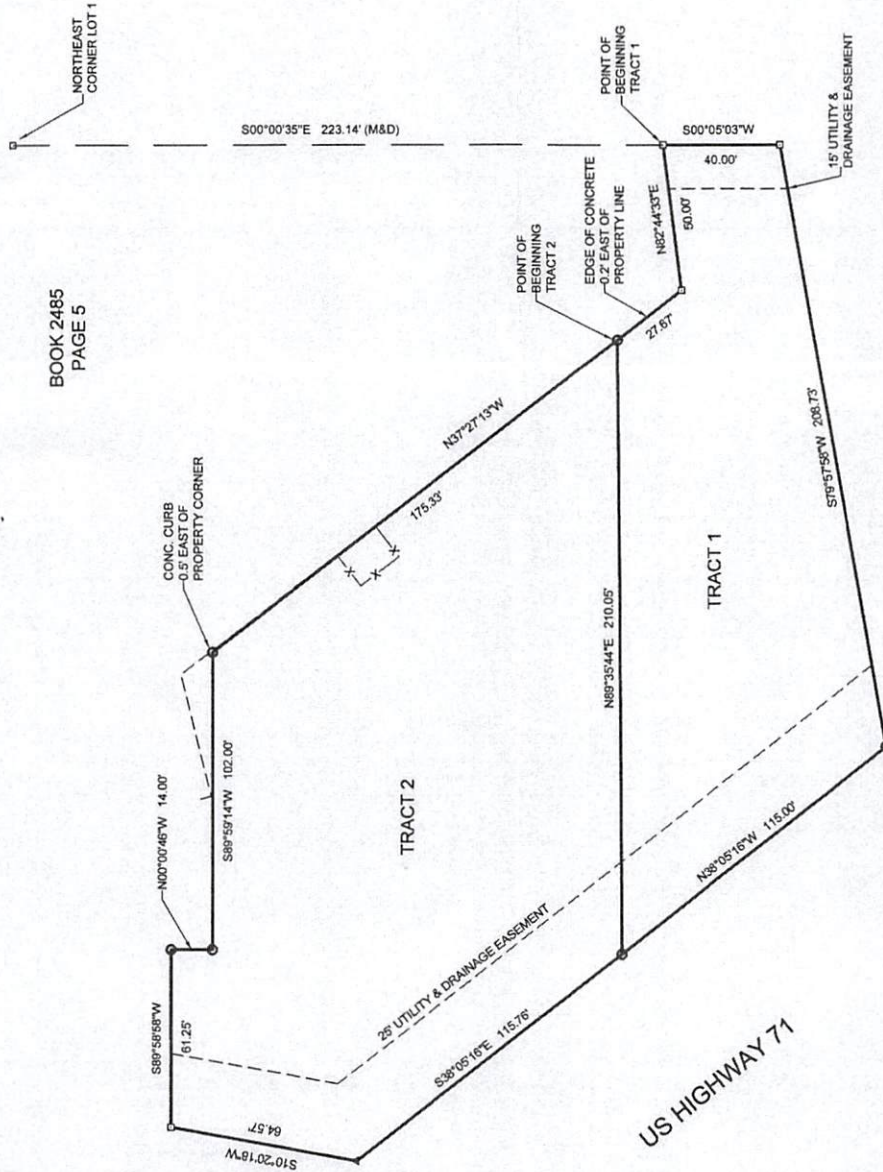
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804

MJSURVEYING, LLC
www.MJSurveyingLLC.com



DRAWN	DATE	DATE	DATE	DATE
ARM	6/4/2022	6/4/2022	6/4/2022	6/4/2022
APPROVED				
RAA				
SCALE				
1"=30'				

LEGEND
□ FOUND IRON PIN
○ SET IRON PIN
(M) MEASURED
(D) DEED



BOOK 2586
PAGE 232

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

RESOLUTION NO. 1970

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION FROM THE LOCAL EMERGENCY PREPAREDNESS COMMITTEE TO THE CITY OF CARTHAGE'S FIRE DEPARTMENT BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY POLICY.

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

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

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

WHEREAS, The City's Public Safety Committee has unanimously recommended the acceptance of a donation from the Local Emergency Preparedness Committee for the purchase of 4 gas meters.

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

That the City of Carthage, Missouri accepts a donation from the Local Emergency Preparedness Committee for the purchase of 4 gas meters.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

RESOLUTION NO. 1971

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE DONATION OF THE MACK FIRE TRUCK AS SURPLUS PROPERTY WITH PROVISION FOR FUTURE USE BY THE CITY IN THE CITY OF CARTHAGE, MISSOURI.

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

WHEREAS, the City of Carthage owns an Historic Mack Firetruck that is in need of vast repairs, and

WHEREAS, Steve and Jann Burnett are currently the owners of another Mack Firetruck, and they have the means and ability to restore the Mack Firetruck that is owned by the City, and

WHEREAS, the City of Carthage has no practical use for the Mack Firetruck and

WHEREAS, the Mack Firetruck can no longer be used to assist in firefighting and

WHEREAS, the only purpose of the Mack Firetruck is for ceremonial purposes and,

WHEREAS, Steve and Jann Burnett are willing to enter into an agreement with the City of Carthage to allow the use of the truck during parades and other functions for the City of Carthage and

WHEREAS, Steve and Jann Burnett are willing to enter into an agreement to restrictions on use of the Firetruck for purpose that could be detrimental to the City of Carthage

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the 1939 Mack Firetruck, VIN: 80S1010, is declared surplus and may be donated to Steve and Jann Burnett in accordance with the restrictions determined by the City of Carthage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: City Staff

Donation Agreement

The City of Carthage, Missouri, as a condition of the bequest of surplus property to Steve and Jann Burnett, described as:

1939 Mack Firetruck VIN: 80S1010

The Firetruck shall be used; repaired and fixed to a working condition by Steve and Jann Burnett. The firetruck may bear the name Carthage Fire Department but during that time it shall not be used for a purpose that would be detrimental to the image of the City of Carthage. Those uses include but are not limited to: events or locations where people would consume alcohol in close proximity to the truck or be in close proximity in a state of undress, or engaging in morally deplorable behavior. So long as the truck is identified as a City of Carthage fire truck, The Burnetts are responsible for insuring the vehicle.

The City shall have first right of refusal to purchase the truck if the Burnetts would like to sell the vehicle to another party. The vehicle will be sold after both parties agree to a price. If the parties are unable to agree to a price the vehicle will be sold to the City if the City agrees to match any offer provided by another buyer.

If the Burnetts fail to comply with these conditions then they shall return the Truck to the City of Carthage, in the same condition as it was delivered. If improvements are made and the city wishes to have it returned then the City shall pay the Burnetts for the cost of the improvements, there shall be no consideration for increased value.

It is our purpose and intention to pass the title to the truck immediately and irrevocably upon delivery.

Signed this ____ day of ____, 20__.

Dan Rife, Mayor

Steve Burnett

Date

Date

RESOLUTION NO. 1972

A RESOLUTION OF THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI EXPRESSING SUPPORT OF THE CITY'S APPLICATION FOR FUNDS THROUGH MoDOT'S TRANSPORTATION ALTERNATIVES (TAP) PROGRAM AND AUTHORIZING THE SUBMISSION OF AN APPLICATION RELATING TO THE PROPOSED CARTHAGE SIDEWALK IMPROVEMENTS PROJECT, ALONG HH HIGHWAY (FIR ROAD) AND CHAPEL ROAD

WHEREAS, the Transportation Alternatives Program (TAP) was authorized under Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and was reauthorized under the Fixing America's Surface Transportation (FAST) Act; and

WHEREAS, the federally funded TAP provides opportunities to expand transportation choices and enhance the transportation experience through categories of activities related to the surface transportation system; and

WHEREAS, the TAP focuses on non-traditional transportation projects where projects must relate to the surface transportation systems and be eligible under one or more of the four eligible TAP Project Activities; and

WHEREAS, projects are limited to eligible project sponsors and projects from non-urban areas with populations of 5,000 or less and urban areas with populations of 5,001 to 200,000 that are outside 2010 U.S. Census Urbanized Area boundaries with populations over 200,000.

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

Section 1: At a regular meeting of the City Council held on July 12, 2022, the Council endorsed the submittal of the Transportation Alternatives Program Application for the proposed Carthage Sidewalk Improvements Project, along HH Highway (Fir Road) and Chapel Road

Section 2: The Council further acknowledges the TAP proceeds could include 80% of the project costs, and the City of Carthage would be responsible for any remaining costs.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

(SEAL)

Dan Rife, Mayor

Attest:

Miranda Deal, City Clerk

Sponsored by: Staff

RESOLUTION 1973

A RESOLUTION AUTHORIZING CITY SUPPORT AND PERMISSIONS FOR SEVERAL PROGRAMS AS PART OF THE 42nd ANNUAL MARIAN DAYS CELEBRATION IN THE CITY OF CARTHAGE, MISSOURI.

WHEREAS, The Marian Days Celebration is the main festival and pilgrimage for Vietnamese American Roman Catholics, celebrated since 1978 on the campus of the Congregation of the Mother of the Redeemer – U.S. Assumption Province in Carthage, Missouri; and

WHEREAS, the 43rd Annual Marian Days Celebration is scheduled to occur from August 4, through August 7, 2022 with main activities including liturgical celebrations, conferences, processions, entertainment programs, and other social events that will enrich participants' understanding of the traditional culture, and re-awaken faith in God the Father; and

WHEREAS, Vietnamese Americans from many parts of the United States, as well as non-Vietnamese locals and some visitors from Vietnam, attend the event; and

WHEREAS, The celebration is highlighted by a large, outdoor Mass each day and offers opportunities for reconciliation and prayer.

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

That the City of Carthage, Missouri:

- will close the 1900 block of Grand Ave., the 400-600 block of East Fairview, and the 400-500 block of Highland for the duration of the celebration;
- will spray the grounds for mosquitoes and insects prior to the celebration;
- will provide adequate security for all participants during the celebration;
- does approve an Open-Air Entertainment Program scheduled around 9:00 p.m. to 12:00 a.m. on Friday, August 4, and Saturday, August 6, 2022;
- extends the noise ordinance until midnight during Marian Days;
- will provide assistance in planning traffic control for the Solemn Procession scheduled between 5:00 p.m. to 7:00 p.m. on Saturday evening of August 6, 2022;
- authorizes a parade permit for the Solemn Procession;
- authorizes street closures for the Solemn Procession (Grand Avenue, to Centennial, to Main, to Fairview in the CMC area);
- allows fireworks at the end of the Solemn Procession, as has been done in the previous years; and
- authorizes an outside trash service provider to collect trash from the Celebration.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

MINUTES
STANDING
COMMITTEES

City of Carthage



Public Safety Committee – Minutes

Meeting Date: June 27, 2022

Meeting Location: City Hall- Council Chambers

Call to Order: Chairman Barlow

Time Called to Order: 5:30pm

Attendance:

Chairman Barlow, Councilman Snow, Councilman Elliff, Chief Huntley, Chief Hawkins, Greg Dagnan, Morgan Housh, Traci Cox, Abi Almandinger, Mayor Rife, Greg Spink

OLD BUSINESS

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

CITIZEN PARTICIPATION

1. Chief Hawkins spoke on behalf of the Belle Air parade. This parade was scheduled to be presented on the original meeting date being that it was held on the 27th. No motion needed.

NEW BUSINESS

1. Alan Snow requested the 100 block of Euclid (Pearl to Lilac on Euclid) be closed from 8:00pm to 10:30pm on July 3rd for a block party. Councilman Snow sustained from the voting. Chairman Barlow made a motion to close Euclid on July 3rd from 8:00pm to 10:30pm as presented. Motion passed
2. Chief Huntley spoke with the committee on a mattress bid that was held on May 26th. The CFD sent the bid to three vendors and only received one bid back. The bid that was received back was for \$9,699.69 from Denver Mattress. This is over the allotted amount for purchase. Working Fire Furniture & Mattress Co had a bid to submit and failed to get it submitted in time. Chief Huntley is requesting to reject the bid from Denver Mattress and resend out the bids. Councilman Snow made a motion to reject the bid from Denver Mattress and resend the mattress bid. Motion passed.
3. Chief Huntley spoke with the committee on the Reporting System bid. The bid was sent out to 3 vendors and the CFD received all three bids back. The lowest bidder was First Due with a bid amount of \$10,790.00 and an annual fee of \$9,890.00. Chief Huntley is requesting to accept the bid from First Due. Councilman Snow made a motion to accept the bid from First Due in the amount of \$10,790.00. Motion passed.
4. Greg Spink spoke with the committee on the Back to School Bash. Mr. Spink is requesting to close 4th Street from Garrison to Maple on August 9th from 4:30pm to 7:00pm for the Back to School Bash. Councilman Snow made a motion to close 4th street from Garrison to Maple on August 9th from 4:30pm to 7:00pm for the Back to School Bash. Motion passed.
5. Chief Huntley spoke with the committee on the 4 gas meters. The CFD purchased 4 gas meters and the LEPC reimbursed the CFD in the amount of \$1,511.00. The CFD has received the check already. Chief is requesting to put the meters into operations. Chairman Barlow made a motion to accept the purchase of the 4 gas meters for \$1,511.00. Motion passed.

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

6. Chief Huntley spoke with the committee on the wireless headsets. He is requesting the purchase of 6 new wireless headsets for the main Engine. This Engine currently does not have any headsets in the cab of the truck. These will help the crew hear all communications while in the Engine. Chief Huntley has started working with a company called Setcom earlier in the year and received a quote from them for \$6,308.14. This price is only promised until July 21, 2022. Chief reached out to two other companies. Only one of the companies gave a quote. The quote was in the amount of \$8,725.70. Chief Huntley is requesting to accept the bid from Setcom in the amount of \$6,308.14 before the price increases. Chairman Barlow made a motion to accept the purchase of the 6 headsets from Setcom as requested. Motion passed.
7. Greg Dagnan and Traci Cox spoke with the committee on the municipal court. Mr. Dagnan stated that the current Judge, as well as the current court clerk were taking jobs with Jasper County. These two positions would need to be filled. After a lengthy discussion, the committee made no motion.
8. Chief Hawkins spoke with the committee on the Jail MOU. The MOU needs signed by the Mayor. Chairman Barlow made a motion to pass on the Mayor for signature the Jail MOU for 2021-2022. Motion passed.
9. Chief Hawkins spoke with the committee about the RFP for Animal Control Services. The City is being faced with possibly no longer being able to utilize the Carthage Humane Society. The CPD researched the issue. Two options for Carthage would be to facilitate their own shelter or work with Joplin Humane Society. The first option of facilitating our own shelter would be very costly. Working with Joplin Humane Society the City would sign a contract to them to house the animals. The charge would be around \$80.00 per animal. Councilman Snow made a motion for the CPD to start the conversation with the Joplin Humane Society to get a contract. Motion passed.
10. Chief Hawkins spoke with the committee on Marian Days. Marian Days will be held on August 4-7, 2022. As in years past the Congregation of the Mother of the Redeemer is asking permissions and assistances for the following:
 - a. Close the 1900 block of Grand Ave., the 400-600 block of E Fairview, and the 400-500 block of Highland for the duration of the celebration.
 - b. Spray the grounds for mosquitoes and insects prior to the celebration
 - c. Provide adequate security for all participants during the celebration
 - d. Approve an Open-Air Entertainment Program scheduled around 9:00pm to 12:00am on Friday, August 5, and Saturday, August 6, 2022
 - e. Extend the noise ordinance until midnight during Marian Days.
 - f. Provide assistance in planning traffic control for the Solemn Procession scheduled between 4:30pm to 7:00pm on Saturday evening of August 6, 2022.
 - g. Authorize a parade permit for the Solemn Procession.
 - h. Authorizes street closures for the Solemn Procession (Grand Avenue, to Centennial, to Main, to Fairview in the CMC area).
 - i. Allow fireworks at the end of the Solemn Procession, as has been done in the past years
 - j. Authorizes outside trash service provider to collect trash from Celebration.

There will also be two cell phone carriers' mobile towers stationed at locations. Motion was made by Chairman Barlow (Councilman Elliff moved) to approve the annual Marian Day preparation list and send resolution to council and amend times and dates and language in current resolution to include that CRM will reimburse for security. Motion passed.

11. Staff Reports:

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

- Fire Department
 - Updated the committee on Capital Items
 - Updated the committee on living restrictions
 - Updated the committee on Missouri driver's license
 - Updated the committee on the MACK truck
 - Updated the committee on Sudstock
 - Updated the committee on July 4th fireworks.
- Police Department
 - Updated the committee on Capital Items
 - Updated the committee on hiring
 - Chief Hawkins updated the committee on the parking committee report. The parking committee evaluated and recommend possible solutions to the current parking situation on the Square. Chief Hawkins made the recommendation to convert 4 ADA parking spaces to 15 minute to go spaces. Councilman Snow made a motion to approve the recommendations and send to public works committee. Motion passed.

Councilman Snow made a motion to adjourn. Motion passed.

Next Meeting Date: July 18, 2022

Next Meeting Location: City Hall Council Chambers

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

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, JUNE 28, 2022
5:00 p.m.

COMMITTEE MEMBERS PRESENT: David Armstrong, Trudy Blankenship, and Robin Blair.
Robin Harrison was absent

OTHER COUNCIL MEMBERS: Mayor Dan Rife and Ed Barlow

STAFF PRESENT: Assistant City Administrator Traci Cox, City Clerk Miranda Deal, Bill Hawkins
and HR Coordinator Michael Miller

Vice- Chair David Armstrong called the meeting to order at 5:00 P.M.

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** On a motion by Ms. Blankenship, the minutes of the June 14, 2022 meeting were approved 3-0.
2. **Review and approval of the Claims Report:** The Committee discussed items regarding the Claims Report. Ms. Blair moved to approve the claims. Motion carried 3-0.

NEW BUSINESS:

1. **Consider and discuss the Tourism Director Position:** Michael Miller gave an update on the process of finding a Tourism Director. One had been chosen and offered the job. The candidate had accepted the position and would officially put in her notice with her current job after the City Council meeting. The new Tourism Director will start July 18.
2. **Staff Reports:** Ms. Deal gave a staffing update. One of the court clerks will be leaving City Hall after June 30, interviews are scheduled and Ms. Deal hopes to have the position filled as soon as possible. Also, the new Municipal Judge is to be sworn in at the City Council meeting.

Ms. Cox updated the committee on changes with Municode. Previously, Municode updated the Code on the website and sent pages for the Code books once a year. There is now an annual fee of \$1,796 and the Code will be updated on a quarterly basis. She also spoke about a meeting with Azavar, a company who does an audit on businesses and companies to make sure they are properly reporting and paying correct sales tax amounts. There is no fee for this unless they find money that is owed to the City, if they find anything they are to receive 37% of what is found. The committee agreed to pursue this and a Council Bill will be brought back to the committee. Ms. Cox gave an update on changes with the City's liability insurance, Midwest Public Risk. Previously, the cyber security fee was included in the payment to MPR, this year there will be a separate payment to Gallagher for cyber-security and we have increased our coverage to 2 million dollars. MPR has also capped the total amount they will pay for loss and it is 115% of the valuation. Some City property values are low, so we may need to look at spending some money to increase values in case a disaster strikes and ruins any City property.

3. Other Reports:

ADJOURNMENT: Ms. Blankenship made a motion to adjourn at 5:27 PM. Motion carried 3-0.

Miranda Deal

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



7-5-2022 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: David Armstrong, Robin Blair, and Ed Hardesty

Staff Members present: Greg Dagnan, City Administrator and Chelsea Rives, Public Works Administrative Assistant.

Citizens: Abi Almandinger

Chairman David Armstrong called the Public Works Committee meeting to order at 5:30 p.m.

A motion was made by Ed Hardesty to accept the minutes from the June 7, 2022 Committee meeting. All ayes, motion passed.

New Business: The committee considered and discussed the lot split for Peachtree Subdivision Lot 1. Ed Hardesty made a motion to approve and forward the council bill to Council. All ayes, motion carried.

Other Business: The committee considered and discussed a resolution of support for the TAP Sidewalk Project. Robin Blair made a motion in favor and to forward to Council. All ayes, motion carried.

Staff Reports:

Greg reported on the following:

- The City will be applying for a federal grant to fix the North Garrison Street bridges; the grant deadline is July 17, 2022.

Ed Hardesty made a motion to adjourn the meeting at 5:52 p.m. All ayes, motion carried.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

CWEP BOARD MEETING MINUTES

June 16, 2022

The Carthage Water & Electric Plant Board met in regular session June 16, 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 of IT & Broadband
☒ Megan Kirby- 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 4:03 p.m.

APPROVAL OF MINUTES:

A motion by Lambeth and seconded by Collier to approve the minutes of the regular meeting of April 21, 2022, as presented, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Lambeth and seconded by Schmidt to approve disbursements for April in the amount of \$5,910,085.03, passed unanimously.

A motion by Goff and seconded by Ross to approve disbursements for May in the amount of \$4,169,655.52, passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the financials for April, she noted consolidated operating revenues are slightly ahead of budget for the month. She reported higher power costs as a result of elevated natural gas prices, transmission congestion, and Sikeston plant outages have contributed to higher expenses for the month.

A motion by Lambeth and seconded by Collier to approve April financials passed unanimously.

CFO Nugent presented the financials for May, she noted consolidated operating revenues are ahead of budget for the month and consolidated operating expenses are under budget for the month for all departments.

A motion by Goff and seconded by Schmidt to approve May financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

ADDITIONS/CHANGES TO THE AGENDA:

General Manager Bryant introduced the following new employees to the Board: Katie Reynolds- Customer Service Representative; William York- Water Distribution Collections Operator; Cody Stockdale- Water Distribution Collections Operator; Chad Muller- Water Distribution Collections Operator; Jordan Cox- Communications Field Technician; Heath Schooling- Communications Field Technician; Kevin Williams- IT Help Desk Technician; Tyler Holzwarth- Power Plant Maintenance B

CONSIDERATION TO EXTEND FY 2021-22-03 RESOLUTION TO TEMPORARILY SUSPEND THE PURCHASING POLICY

General Manger Bryant noted with the procurement issue the country is going through is not improving, and a request has been made to extend the resolution that temporarily suspends the purchasing policy until June 30, 2023.

A motion was made by Goff and seconded by Schmidt to extend the resolution that suspends the purchasing policy until June 30, 2023, passed unanimously.

ECONOMIC DEVELOPMENT DISCUSSION

General Manager Bryant welcomed Mayor Dan Rife to the Board. Mayor Dan Rife gave an update to the Board on where the city stands regarding the partnership with CWEP on funding the Carthage Economic Development Corporation (CEDC). He noted the city is ready to move forward but is requesting some assistance from CWEP for the city's part in funding the CEDC. The Mayor and the CWEP Board both agree that establishing an MOU for a 5-year funding process will be best moving forward. Mayor Dan Rife felt the Council will find benefit in an MOU and agree to the planned funding.

After Discussion, a motion made by Ross and seconded by Collier to partner with the city in funding the CEDC, passed unanimously.

NEW BUSINESS:

CONSIDERATION OF FY 2022-23-01 RETIREMENT RESOLUTION FOR CURTIS MAXWELL

General Manager Bryant recognized the retirement of Inventory Control Coordinator Curtis Maxwell, reading a resolution in his honor. GM Bryant thanked Maxwell for his NEARLY 35 years of faithful service. Curtis expressed his love and appreciation for his job and thanked CWEP for all their support in his term.

A motion by Ross and seconded by Lambeth to approve the retirement resolution for Curtis Maxwell, passed unanimously.

CONSIDERATION OF BIDS FOR THE FINAL CLARIFIER LAUNDER COVERS WASTEWATER TREATMENT PLANT IMPROVEMENTS

General Manager Bryant noted bids were received for final clarifier launder covers from three contractors, with G&G Construction Company Inc. being the low bidder in the amount of \$178,000, which was less than the estimated construction cost.

GM Bryant recommends awarding this project to G&G Construction, as they can perform the work as specified.

A motion by Lambeth and seconded by Goff to award this project to G&G Construction Company Inc. in the amount of \$178,000, passed unanimously.

CONSIDERATION OF RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR ARPA GRANT FUNDING FOR WATER PROJECTS

General Manager Bryant reported the State has released their requirements for ARPA funding and presented the resolution authorizing the filing of an application for ARPA grant funding for water projects.

A motion by Lambeth and seconded by Collier to approve the resolution authorizing the filing of an application for ARPA Grand funding for water projects, passed unanimously.

CONSIDERATION OF RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR ARPA GRANT FUNDING FOR WASTEWATER PROJECTS

General Manager Bryant reported the State has released their requirements for ARPA funding and presented the resolution authorizing the filing of an application for ARPA grant funding for wastewater projects.

A motion by Lambeth and seconded by Collier to approve the resolution authorizing the filing of an application for ARPA Grand funding for wastewater projects, passed unanimously.

SELECTION OF BOARD OFFICERS FOR 2022-2023

Goff reported on behalf of the Nominating Committee, presenting a slate of officers for the upcoming year as follows: President- Danny Lambeth, Vice President- Ron Ross, and Secretary- Darren Collier.

A motion by Goff and seconded by Schmidt to approve the slate of officers as presented passed unanimously with terms to take effect in July 2022.

STAFF REPORTS:

General Manager Bryant gave an update on the current market conditions with gas prices, coal supply and congestion being an issue.

Director of IT & Broadband Peterson noted 300 homes have been passed with fiber and a lot of material has been coming in.

Director of Water Services Choate reported the SIPP project will start next week.

Director of Business & ED Howard reported she attended an Economic Development conference this week about funding coming in.

BOARD MEMBER COMMENTS:

Board Member Pat Goff thanked Steve Beimdiek for his service as Board President.

At 5:22 p.m. a motion by Lambeth and seconded by Schmidt to close a portion of the meeting into closed session pursuant to Section 610.021(3) of the Sunshine Law, passed unanimously via a roll call vote.

At 6:19 p.m. the meeting reconvened in open session. A motion by Goff and seconded by Collier to amend the contract of General Manager Bryant, passed unanimously.

At 6:20 p.m. a motion by Ross and seconded by Collier to adjourn the meeting, passed unanimously.

President – Steve Beimdiek

Secretary – Ron Ross

***AGENDAS
STANDING
COMMITTEES***

--NOTICE OF MEETING--

BUDGET WAYS & MEANS COMMITTEE

Monday, July 11th, 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 Budget Adjustment for the FY 22 Budget Year
2. Consider and Approve Bids for the cleaning of City Hall
3. Staff Reports.
4. Other Business.

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2966 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED:_____

BY:_____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
July 12, 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 the contract with Azavar
2. Staff Reports
3. Other Reports

Adjournment

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

Posted: _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA

JULY 12, 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
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
10. PUBLIC HEARINGS

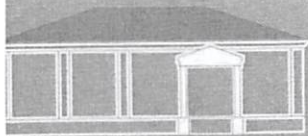
PUBLIC PARTICIPATION FROM AUDIENCE WHEN ADDRESSED YOU WILL BE ALLOWED THREE MINUTES TO SPEAK.

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.

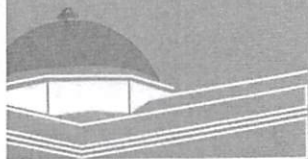
THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:
COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED JULY 8, 2022, AT 4:00 P.M.

(RSMO 610.020)



STEADLEY FAMILY LEGACY CENTER



CARTHAGE PUBLIC LIBRARY

612 S. Garrison Avenue

Carthage, Missouri 64836

Ph 417.237.7040

Fx 417.237.7041

carthage.lib.mo.us

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES Tuesday, July 12, 2022 5:15 p.m.

Steadley Family Legacy Center

612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes from the Last Meeting

Financial Report

Director's Progress and Service Report

President's Message
Re-Organize Board

Council Liaison's Report

Committee Reports
Building Committee

Budget Committee

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

Compensation/Wages

New Business

Payment of Bills

Adjournment

CORRESPONDENCE

Mayor Rife,

From the moment I first decided to run for city council to today, I have consistently asked myself what was best for Carthage. Before running for council, I witnessed several significant ideological gaps between her citizens. I saw it as my goal to do everything I could to bridge those gaps in the name of what is best for the city. I needed to stay true to who I am, while also listening to those with differing opinions and then pursue ways to bridge the space between the two. It is certainly not easy, but our beautiful town deserves people who can see the difference between being *right* and attempting to force others to see how right they are and being *effective* - which leads to real and positive change.

Being effective is often tricky. It requires an authentic look at yourself, your preconceived notions of right and wrong, your motives, everything. And being effective is what has led me to this correspondence.

Since starting my small business to highlight the beauty of our town and her inspiring citizenry, I have had internal questions about what constitutes a 'conflict of interest.' At no point has any city official or citizen ever accused me of any conflict of interest; however, since my wife and I started the company, my mind has had to grapple with this issue repeatedly. Even as close as this very week.

I was always right in my behavior, but I felt like I was growing less and less effective. I couldn't do everything I wanted to because I always needed to avoid potential or actual conflicts of interest.

So that I can continue working on highlighting Carthage without the growing burden of trying to avoid conflicts of interest, I must resign from the city council effective at the end of the council session on July 12th, 2022.

I desire to make content that helps potential visitors, citizens, small businesses, and investors choose Carthage as the place to come to without being one of the people who help financially make those endeavors happen.

I love Carthage, Missouri. And I always will. Thank you all for understanding, and I look forward to working with you and other agencies in the area to help move our town forward.

God Bless,

Ed Barlow

City Councilor of Ward 5 in Carthage, Missouri.

"Rosenberg's Rules of Order"

(Simple Rules of Parliamentary Procedure for the 21st Century)

Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules - "Robert's Rules of Order" - which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time, and for another purpose. If one is chairing or running a Parliament, then "Robert's Rules of Order" is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of, say, a 5-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of "Rosenberg's Rules of Order."

What follows is my version of the rules of parliamentary procedure, based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars: (1) Rules should establish order. The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings. (2) Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate. (3) Rules should be user friendly. That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process. (4) Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, and fully participate in the process.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the Chair of the body who is charged with applying the rules in the conduct of the meeting. The Chair should be well versed in those rules. The Chair, for all intents and purposes, makes the final ruling on the rules every time the Chair states an action. In fact, all decisions by the Chair are final unless overruled by the body itself.

Since the Chair runs the conduct of the meeting, it is usual courtesy for the Chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the Chair should not participate in the debate or discussion. To the contrary, the Chair as a member of the body has the full right to participate in the debate, discussion and decision-making of the body. What the Chair should do, however, is strive to be the last to speak at the discussion and debate stage, and the Chair should not make or second a motion unless the Chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. And each agenda item can be handled by the Chair in the following basic format:

First, the Chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The Chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the Chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the Chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the Chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. At the conclusion of the public comments, the Chair should announce that public input has concluded (or the public hearing as the case may be is closed).

Fifth, the Chair should invite a motion. The Chair should announce the name of the member of the body who makes the motion.

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

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

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

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

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

Motions in General

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

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

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

The Three Basic Motions

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

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

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

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

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

Multiple Motions Before the Body

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

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

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

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

Second, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee 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.

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
July 12, 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: Alan Snow, Ed Hardesty, Ed Barlow, Mark Elliff, Robin Harrison, Ceri Otero, and Robin Blair. Council Members David Armstrong, Brandi Ensor, and Trudy Blankenship were absent. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

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

Mr. Elliff made a motion, seconded by Ms. Harrison, to approve the minutes of the June 28, 2022 Council Meeting. Motion carried unanimously.

Mark Peterson gave a speech on the impact that Brian Bradley had on the community and presented his wife with his Parks truck license plate that is being retired.

Mayor Rife read the Proclamation that he signed on July 7th honoring Brian and his commitment to the City of Carthage. Mark Peterson gave the family multiple copies of the Proclamation that the Mayor signed. He also presented a plaque to outgoing Council Member Ed Barlow who has resigned from Ward 5.

During Citizen's Participation Period, Chuck Bryant with Carthage Water & Electric gave the Council an update on the energy consumption that is happening across the SPP region. He briefed them on what happened during winter storm Uri and the rolling blackouts that happened and discussed the potential for the same thing happening soon if temperatures continue to be at record highs. He wanted the Council to be able to answer citizen questions, should they ask why they are having to do the rolling blackouts if it gets to that point. Gene Griffith asked the Council to get the bridges that are closed down, fixed and usable again. He is concerned that they are causing emergency management and mail delivery issues. He would like to see the City apply for grants or other funding to help get them repaired and open again.

Mr. Snow reported that the budget committee met on July 11 and discussed the Fiscal Year 2022 budget adjustment. These usually come out later in the year and there may be more of them to come, this adjustment moves the money to the accounts that the Council has already approved. It appears in C. B. 22-36. He also stated the Azavar contract was discussed due to the Committee on Insurance Audit & Claims meeting being cancelled and the Council Bill being on the agenda already. It was approved and appears in C. B. 22-35. Mr. Snow also went over the cleaning bids that were received for the cleaning of City Hall. The Committee approved the low bid of \$1,300 per month

Mr. Barlow made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:42 p.m.

Dan Rife, Mayor

Miranda Deal, City Clerk