1. City Council Agenda July 26, 2022

   Documents:

   CITY COUNCIL AGENDA 07 26 22.PDF

2. City Council Packet July 26, 2022

   Documents:

   CITY COUNCIL PACKET 07 26 22.PDF

3. City Council Minutes July 26, 2022

   Documents:

   CITY COUNCIL MINUTES 07 26 22.PDF

COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JULY 26, 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. Marian Days Proclamation
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. 22-33** – 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 for the General Fund, Public Safety Grant Fund, Public Health Fund, Golf Fund, Parks/Stormwater Tax Fund, Lodging Tax Fund, ARPA Fund and Use Tax Fund. (Budget Ways & Means)

16. New Business

    1. **C. B. 22-37** – An Ordinance annexing certain adjacent territory commonly known as 1699 West Fairview into the City of Carthage, Jasper County, Missouri as requested by Bill Wilson (Public Works)

17. Mayor's Appointments

18. Resolutions

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
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 for the cleaning of City Hall due to the current part-time cleaner leaving the City. Mr. Snow made a motion, seconded by Ms. Otero to approve the low bid of $1,300 per month for City Hall cleaning. Motion carried. It was also reported that the sales tax numbers were up. The next meeting will be August 8.

Ms. Harrison reported the Committee on Insurance, Audit and Claims did not meet on this date to discuss the claims due to lack of quorum.

Mr. Barlow reported that the Public Safety Committee is between meetings with the next meeting scheduled for July 18.

Ms. Otero reported that the Public Services Committee is between meetings with the next meeting scheduled for July 19.

Ms. Blair reported the Public Works committee met on July 5 in Council Chambers. The committee discussed and approved the lot split for the Peachtree Subdivision Lot 1, which appears in Resolution 1969. The committee also discussed the resolution of support for the TAP grant along HH Highway and Chapel road, which appears in Resolution 1972. Greg Dagnan reported that the City would be applying for a federal grant to fix the North Garrison Street bridges, that grant deadline if July 17. The next meeting will be August 9.

Special Committee and Board Liaison Reports were given by Ms. Otero for the Carthage Humane Society, Ms. Blair for the Carthage Tree Board, and Mrs. Harrison gave an update on the Vision Carthage Garden In-Bloom project.

Mayor Rife reported on his attendance at the 4th of July festivities and Brian Bradley's funeral.

There were no reports from Council Members.

Police Chief Bill Hawkins reported that his Assistant Police Chief James Woody had resigned due to him moving out of state. He appointed Chad Dininger as his new Assistant Police Chief and appointed Jeff Pinnell as the Patrol Lieutenant. There will be more promotions to come later in the week.

Fire Chief Ryan Huntley reported on the 4th of July events and stated that he appreciates how easy Riverside Fireworks made things for the Fire Department.

Public Works Director Zeb Carney reported that he knew Brian for all of his life and stated that Mark had the perfect words in his speech about Brian.

Parks & Recreation Director Mark Peterson reported on the 4th of July events as well. There was a great turn out at the park. Brian was in charge of the 4th of July event and he had everything ready to go for the Parks Department. Mark also thanked the other departments for all of the help that the Parks department has received since Brian's passing

Assistant City Administrator Traci Cox reported that the sales tax numbers were up 3.5%, and for the FY 2022 the sales tax numbers have come in $170,000 over what was budgeted. She also reported that the Use Tax numbers came in slightly below what was projected for FY 22. Budget surveys will be going out soon that cover the entire budget process and what department heads would like to see changed.

City Administrator Greg Dagnan reported on the following: 4th of July events at the park, the Tourism Director will start on July 18, he thanked Mark for his speech on Brian Bradley who will be greatly missed. Mr. Dagnan had handed out a City Admin report prior to the meeting that discussed City staff and internal projects, community events, meetings he recently attended, and a few upcoming events he plans to attend.

The Committee on Claims filed a report in the amount of $543,599.58 against the following funds: General Revenue $102,574.28, Public Health $3,286.04, Lodging Tax $1041.63, Civic Enhancement $82.61, Parks/Stormwater $49,857.40, Inmate Security $373.00, Golf $18,799.14, Parks and Recreation $16.65, Myers Park $5,865.00, Public Facilities $20,627.50, Public Library $50,000.00, and Payroll $291,076.33. Mr. Elliff made a motion, seconded by Mrs. Harrison, to accept the report and allow the claims. Motion carried.

Under old 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 second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Barlow, Blair, Elliff, Hardesty, Harrison, Otero, and Snow. The Council Bill was approved and numbered Ordinance 22-33.

Under new business, 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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

C. B. 22-36 – An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2021-2022 for the General Fund, Public Safety Grant Fund, Public Health Fund, Golf Fund, Parks/Stormwater Tax Fund, Lodging Tax Fund, ARPA Fund and Use Tax Fund was placed on first reading with no action taken.

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the appointment of Chad Dininger to the Police and Fire Pension Committee until July 2023. Motion carried.

Mr. Hardesty made a motion, seconded by Ms. Otero, to approve 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. Resolution 1969 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Barlow, Blair, Elliff, Hardesty, Harrison, Otero, and Snow.

Mr. Barlow made a motion, seconded by Mr. Snow, to approve 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. Resolution 1970 was adopted by a roll call vote of yeas and 0 nays. Ayes: Barlow, Blair, Elliff, Hardesty, Harrison, Otero, and Snow.

Mr. Barlow made a motion, seconded by Mrs. Harrison, to approve 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. Resolution 1971 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Barlow, Blair, Elliff, Hardesty, Harrison, Otero, and Snow.

Ms. Otero made a motion, seconded by Mr. Elliff, to approve 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. Resolution 1972 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Barlow, Blair, Elliff, Hardesty, Harrison, Otero, and Snow.

Mr. Elliff made a motion, seconded by Mrs. Harrison, to approve 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. Resolution 1973 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Barlow, Blair, Elliff, Hardesty, Harrison, Otero, and Snow.

Mr. Snow brought up the concern of the Nazarene Church being blocked off to voters on August 2, Chief Hawkins assured him they have spoken with the church and voters will be allowed through to the church parking lot.

During closing comments, Mr. Barlow was thanked all around for his time on City Council. Mr. Snow reported that he had some citizen complaints on how late fireworks could be shot off on the 4th of July, Mr. Hardesty thanked all of those who attended the meeting for Brian Bradley, Mr. Elliff thanked Greg for his report, Ms. Otero thanked all of the departments for their work on the 4th of July event at the park, and Ms. Blair thanked Ms. Deal for her help on the Public Works report, and said she had only met Brian once at a Tree Board meeting and feels she missed out on getting to know him.

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

PRESENTATIONS/ PROCLAMATIONS

PROCLAMATION

WHEREAS, the Congregation of the Mother of the Redeemer, will be hosting the Marian Days celebration August 4 - 7, 2022; and

WHEREAS, the 2022 event marks the 43rd Anniversary of the celebration; and

WHEREAS, the City of Carthage has a strong bond of friendship with the Congregation; and

NOW, THEREFORE, I, Dan Rife, Mayor of the City of Carthage, declare August 4 - 7, 2022, to be

MARIAN DAYS

in the City of Carthage and do call upon all citizens to welcome our visitors with warmth and hospitality.

____

Dan Rife

Mayor

PUBLIC HEARINGS

OLD 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 COMMERCIALLY 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: Courtney Walker
       Email: c.walker@carthagemo.gov
       Phone: 417-237-1000

    b. **Tax Exempt** Yes (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.

By: ______________

Name: Andreas Huber

Title: CEO

Date: ______________

Carthage Fire Department

By: ______________

Name: Dan Rife

Title: Mayor

Date: ______________

first due

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

first due
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 tthirty-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

COZEN O'CONNOR

<u>Azavar Audit Engagement Letter</u>

28th day of July 2022

Jonathan M. Grossman
Direct Phone: 202-912-4866
Direct Fax: 202-618-4856
jgrossman@cozen.com

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

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:

Signature:

Print Name:

Title:

Date:

Accepted on Behalf of Azavar Audit Solutions, Inc.

Signature:

Print Name: Jason Perry

Title: CEO and President

Date: 06-17-2022

COUNCIL BILL NO. 22-36 **ORDINANCE NO.** ______

An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for fiscal year 2021-2022 for the General Fund, Public Safety Grant Fund, Public Health Fund, Golf Fund, Parks/Stormwater Tax Fund, Lodging Tax Fund, ARPA Fund and Use Tax Fund.

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

SECTION I: The City of Carthage's 2021 - 2022 Annual Operating and Capital Budget for the **General Fund**, is hereby amended to reflect a supplemental appropriation for:

A. A supplemental appropriation of up to 15% for increased fuel costs from the unallocated and undesignated fund balance for:
   a. **Public Works** Department Gasoline line item for an amount not to exceed $750; and
   b. **Police** Department Gasoline line item for an amount not to exceed $10,230; and
   c. **Taxi** Department Gasoline line item for an amount not to exceed $1,080; and
   d. **Fire** Department Gasoline line item for an amount not to exceed $3,300; and
   e. **Street** Department Gasoline line item for an amount not to exceed $7,500; and
   f. **Parks** Department Gasoline line item for an amount not to exceed $2,850.
B. **Central Municipal Activities Department;**
   a. to reflect a supplemental appropriation of $92,296 from the Sick Leave Payout line item and $7,367 from the Payroll Taxes line item for the payout of Tom Short's employment agreement, from the unallocated and undesignated fund balance; and
   b. to reflect a supplemental appropriation not to exceed $94,000 to the Professional Services line item for Attorney Fees (Spencer Fane)from the unallocated and undesignated fund balance;
   c. to reflect a supplemental appropriation not to exceed $25,000 to the Transfers from other Funds line item in the General Revenue Fund for a supplemental appropriation to the Council Contingency line item for the Battle of Carthage, Inc. for assistance in marketing and operating the re-enactment from a transfer from the Lodging Tax Fund; and
   d. to reflect a supplemental appropriation not to exceed $403,605 to the Transfer to Other Funds line item (to the Use Tax Fund) from the unallocated and unassigned fund balance.
C. **Municipal Court;** to reflect a supplemental appropriation not to exceed $2,000 to the Capital Outlay line item for scanners from the unallocated and undesignated fund balance;

SECTION II: The City of Carthage's 2021 - 2022 Annual Operating and Capital Budget for the **Public Safety Grant Fund,** is hereby amended to reflect a supplemental appropriation for:

a. to reflect a supplemental appropriation of up to $25,679 for Donation Revenues from Law Enforcement Sales Tax (LEST) to the Police Department for; Miscellaneous Expenses line item $6,000 for ODET fee of $4,000 and FTO Software for $2,000, and to the Capital Outlay line item for Drone & Pilot Training for $19,679; and
b. to reflect a supplemental appropriation of up to $10,000 for Donation Revenues from a miscellaneous donor to the Police Department for Capital Outlay line item $7,200 for a repeater, and to the General Tools & Supplies line item for pole cameras for $2,800 and an additional supplemental appropriation of $978 to the General Tools & Supplies line item for pole cameras for $978 from the unallocated and unassigned fund balance.

SECTION III: The City of Carthage's 2021 - 2022 Annual Operating and Capital Budget for the **Public Health Fund,** is hereby amended to reflect a supplemental appropriation of up to $488 to the Gasoline line item for unbudgeted increase in fuel costs.

SECTION IV: The City of Carthage's 2021 - 2022 Annual Operating and Capital Budget for the **Golf Fund,** is hereby amended to reflect a supplemental appropriation for:

a. to reflect a supplemental appropriation of up to $2,588 to the Gasoline line item for unbudgeted increase in fuel costs; and
b. to reflect a supplemental appropriation not to exceed $18,821 to the Transfers from other Funds line item for a supplemental appropriation to the Capital Outlay line for lease payments for the wide area mower from a transfer from the Parks/Stormwater Fund;

SECTION V: The City of Carthage's 2021 - 2022 Annual Operating and Capital Budget for the **Parks/Stormwater Tax Fund,** is hereby amended to reflect a supplemental appropriation of up to $18,821 to the Transfer to Other Funds line item (to the Golf Fund for capital lease payments) from currently appropriated funds.

SECTION VI: The City of Carthage's 2021 - 2022 Annual Operating and Capital Budget for the **Lodging Tax Fund** is hereby adjusted to reflect the supplemental appropriation from the unallocated and undesignated fund balance;

a. to reflect supplemental appropriations not to exceed $25,000 to the Transfer to Other Funds line item (to the General Fund for payment to Battle of Carthage, Inc.) as provided in Ordinance 6752 from the unallocated and undesignated fund balance; and

b. to reflect a supplemental appropriation of up to $9,500 to the Miscellaneous line item for a forensic audit from the unallocated and undesignated fund balance.

SECTION VII: The City of Carthage's 2021 - 2022 Annual Operating and Capital Budget for the **ARPA** Fund is hereby amended to reflect supplemental appropriation not to exceed $10,142 to the Capital Outlay line item for CivicPlus software from the unallocated and unassigned fund balance.

SECTION VIII: The City of Carthage's 2021 - 2022 Annual Operating and Capital Budget for the **Use Tax** Fund is hereby amended to reflect the supplemental appropriation not to exceed $403,605 to the Transfer from Other Funds line item.

SECTION VIV: 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: Budget Ways & Means Committee

NEW BUSINESS

COUNCIL BILL NO. 22-37 **ORDINANCE NO. ______**

An ordinance annexing certain adjacent territory commonly known as 1699 West Fairview into the City of Carthage, Jasper County, Missouri as requested by Bill Wilson.

WHEREAS, a verified Petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Carthage, Missouri, was filed with the Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Carthage; and

WHEREAS, a public hearing concerning the said matter was held via video conference at 5:30 p.m. on March 1, 2021

WHEREAS, notice of said public hearing was given by publication of notice thereof, in the Carthage Press; and

WHEREAS, at said public hearing all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objections to the proposed annexation were filed with the Council of the City of Carthage within fourteen days after the public hearing; and

WHEREAS, the Council of the City of Carthage does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

WHEREAS, the Council of the City of Carthage approved the annexation of 1699 West Fairview in Council Bill No. 21-12 Ordinance No. 21-14 on March 23, 2021. That Council Bill adequately describe the property to be annexed for the purpose of annexation but was insufficient for the purposes of recording.

WHEREAS, the owner of the property purported to provide a legal description of the property but was in fact a simple tax description.

WHEREAS, the description provided by the owner was:

193' E & W X 272' N & S SE COR NE SW & E 18' SE SW & COM SE COR NE 1/4 SW 1/4 W 193' TO POB W 30' N 261.23' N 89 DEG E 35' S TO POB EX RD

WHEREAS, it is necessary for proper description purposes to provide a legal description of the property for recording.

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

SECTION I: Pursuant to the provisions of Section 71.012 RSMo., the following described real estate is hereby annexed into the City of Carthage, Missouri, to wit:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28, RANGE 31, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH 272 FEET, THENCE WEST 193 FEET, THENCE SOUTH 272 FEET, THENCE EAST 193 FEET TO THE POINT OF BEGINNING; ALSO A STRIP OF LAND 18 FEET WIDE AND 80 RODS LONG OFF THE EAST SIDE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28, RANGE 31, JASPER COUNTY, MISSOURI.

SECTION II: The boundaries of the City of Carthage, Missouri are hereby altered so as to encompass the above described tract of land lying adjacent and contiguous to the present corporate limits of the City.

SECTION III: The City Clerk of the City of Carthage is hereby ordered to cause three certified copies of this Ordinance to be filed with the Jasper County Clerk.

SECTION IV: 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 Works Committee

MAYOR'S APPOINTMENTS

RESOLUTIONS

MINUTES STANDING COMMITTEES

BUDGET WAYS & MEANS COMMITTEE
MONDAY, JULY 11, 2022 5:30 P.M.
COUNCIL CHAMBERS

MEMBERS PRESENT: Alan Snow, Ceri Otero, Ed Barlow and Mark Elliff.

OTHERS PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, and Jen Kirby with Vision Carthage.

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

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** Mr. Barlow made a motion to approve the minutes for the June 13 Budget Meeting. Motion carried 3-0.

Ms. Otero arrived at 5:31 pm.

Mr. Barlow made a motion to amend the agenda to include the contract with Azavar. Motion carried 4-0.

NEW BUSINESS:

1. **Consider Budget Adjustment for the FY 22 Budget Year:** Mr. Elliff made a motion to approve the budget adjustment and forward to Council. Motion carried 4-0.

Ms. Cox stated that there will be more adjustments in the future.

2. **Consider and Approve Bids for the cleaning of City Hall:** Greg updated the committee on why a cleaning service is needed for City Hall. City Hall needs to be clean for all of those who come and visit and Administration felt that the part-time cleaning that City Hall was receiving was not sufficient. The bids received priced per month were Michelle Kuhn $1,300, Miller Cleaning Services $1,950, ShineBright $1,386.75, and Drew's Cleaning Crew $3,300. Mr. Barlow made a motion to accept the low bid from Michelle Kuhn for City Hall cleaning services. Motion carried 4-0.
3. **Consider and discuss contract with Azavar:** Ms. Cox updated the committee on what Azavar will do for the City, they do an audit of taxes and fees that are to be collected and remitted to the City and verify that everyone is paying the correct amount. Should they find anything that is owed to us, their fee is 37% of what they find. This contract was supposed to go to CIAC on Tuesday July 12, but that meeting had been cancelled due to lack of quorum and the contract was on the City Council agenda for July 12. Mr. Barlow made a motion to approve the contract forward to Council. Motion carried 4-0.

4. **Staff Reports**

Ms. Cox reported that the sales tax numbers were up 3.5% over last July and the Use Tax has been around projections. She will be sending out a survey in the coming days regarding the budgeting process, she also gave an update on the meetings with Opengov.

Greg stated that he wrote a budget message with Traci and the Mayor, it states that due to increase in payroll figures from inflation and the salary study the City implemented, our expenses are outpacing our revenues. This issue is not just for Carthage, but other cities are dealing with this issue as well. He stated that a comprehensive and a strategic plan are in the works. The Chamber of Commerce wants to host a "State of the City" presentation where the

PUBLIC SERVICES COMMITTEE MINUTES

Tuesday, July 19th at 5:30 pm

Carthage City Hall, Council Chambers

Public Services Committee Members Present: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor
Members Absent: N/A
Staff Present: Greg Dagnan, Mark Peterson, Chelsea Cholley
Non-Members – Abi Almandinger, Robin Blair

Councilwoman Otero called the meeting to order at 5:30 pm.

Old Business

1. **Consider and approve minutes from the previous meeting.** Hardesty moved to approve the minutes.

   Motion Carried

New Business

1. **Consider and Discuss Temporary Lime Expansion Trial.**

   Mr. Peterson referenced the previous discussions to consider temporally expanding the Lime boundaries to allow scooters to be used for transportation in conjunction with the current recreational options. There are two options. One option is a 3-week trial and opening the boundaries to the whole City except for some areas with safety concerns. Police and Fire departments will help determine these areas. Option 2 would include expanding the boundaries for Marian Days, still with safety considerations. The committee agreed to try the 3-week test period starting Thursday, July 28th through August 14th, which covers Marian Days activities. The test is to help determine if the transportation option with scooters is helpful for citizens.

   No action was taken.

Staff Reports

Mr. Peterson stated that the Fourth of July event went well. The partnership with The Carthage Chamber of Commerce was successful, and we will continue forward with it. Parks are still waiting on final financial numbers from The Chamber. Mr. Peterson reminded the committee that this was the last year with our contract with Riverside Fireworks and that we will soon start an RFP process for the next 3-year contract.

Mr. Peterson stated that the new City of Carthage phone app had been rolled out for public use and requested for the committee to review it and provide any feedback they have.

Mr. Peterson stated that he is starting to work with Jason on the McCune Brooks Regional Hospital Trust Projects. They have been discussing the projects, scope, and payment process. They will continue to define the projects more specifically so Jason can provide architectural, engineering, and documents for the work. These projects will primarily be shelters, bathrooms, and trails. We meet Monday, 7/25, to review more projects and site specifics. Wednesday, Mr. Peterson is meeting with playground providers and reviewing locations and concepts with our Park Planning Team. Mr.

Peterson is meeting with Ron Petersen, McCune Brooks Regional Hospital Trust President, to share an update on where we are with projects, the reimbursement process, and some potential future projects.
Mr. Peterson said he has met with representatives today from Gametime Athletics at Fair Acres to discuss opportunities to improve the fields. They had some great ideas and will present some options in the future.
Mr. Peterson stated that Parks ordered two mowers at Race Brothers that we will pick up this week. We ordered these with contract pricing.
Mr. Peterson stated staff is starting the training and development of our asset management, work order, budget forecasting, and inventory assessment software, Brightly.
Mr. Peterson mentioned that the Triplex Golf Mower was ordered on contract pricing and will arrive in late August or early September.
Mr. Peterson discussed the Parks Department's current staffing levels and the challenges Parks are having with that. Park staff are currently concentrating on core responsibilities, bathrooms, mowing, and watering, as well as building procedures and processes for efficiency and accountability. In addition, Mr. Peterson is working with Mr. Miller in HR to fill the Position of Park Superintendent. There are currently six internal candidates, and the goal is to hire internally if the process shows a quality internal candidate.
Mr. Peterson said he recently had a planning meeting about Sparkle in the Park. They are looking at possibly adding a few features by the fountain and getting WiFi in the park completed for the opportunity to have music and PA available for the event. This event is planning on being non-commercial except for the possibility of a 1-night event like Food Truck Friday, for vendors to set up and other attractions.

Ms. Ensor made a motion to adjourn.
Motion Passed
Meeting adjourned at 6:11 pm.

MINUTES SPECIAL COMMITTEES AND BOARDS

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

The Carthage Public Library Board of Trustees Meeting Minutes – June 2022 DRAFT

The Carthage Public Library Board of Trustees met Tuesday, June 14, 2022, in the Carthage Public Library, Steadley Family Legacy Center. The meeting was called to order at 5:16 pm by Sandy Swingle, President.

APPROVED

Roll Call

Board Members present: Sandy Swingle, Peggy Ralston, Donna Thomason, Eric Putnam, Carrie Campbell and Kevin Johnson. Board members Justin Baucom, Miriam Putnam and Gary Cole were absent. Library Director Julie Yockey was present as was Brandi Ensor, City Council representative.

Minutes of Last Meeting

There were no changes to the minutes of the last regular meeting of May 10, 2022. A motion to approve the regular meeting minutes was made by Eric Putnam and seconded by Carrie Campbell. Motion passed unanimously.

There were no changes to the minutes of the last closed session of May 10, 2022. A motion to approve the closed meeting minutes was made by Eric Putnam and seconded by Carrie Campbell. Motion passed unanimously.

Financial Report

Attached. The May 2022 financial report was presented. Discussion included (1) Received $15K from the Kathryn Hyde Trust (dividends). (2) Parks and Storm Water check was $53K. Julie confirmed we do not receive revenue from on-line sales tax. A motion to approve the May 2022 financial report was made by Peggy Ralston and seconded by Sandy Swingle. Motion passed unanimously.

Director's Progress and Service Report

Attached. Discussion included: (1) Julie presented "thank you" gifts to Peggy Ralston, Eric Putnam and Miriam Putnam for their service to the board. New members Brian Schmidt, Julie Anderson and Nancy Dymott will be presented to the City Council for approval at the June 14, 2022 meeting. (2) Two certificates of deposit will come due in June 2022. We have 10 days to roll them over. Current rates are .015% for Money Market, 2% for 180-day CD and .071% at MOSIP. Kevin Johnson moved to put $400,000 in a 180-day CD at ~~Guaranty Bank~~ /ML and transfer $250,000 back to MOSIP. Carrie Campbell seconded. Motion passed unanimously. (3) Cost of the engineering work was reduced by 50% due to delays. We just received the plans and sent them to the contractors. (4) Randy Dubry will write the check for payment as General Contractor, co-signed with the library.

Youth Services Progress and Services Report

Attached.

President's Message

No report.

Council Liaison's Report

Brandi Ensor is looking into angled parking on 7th street. She talked with the Public Safety Committee about getting this on the agenda but she needs to get clarification on how the process works.

Committee Reports

Building Committee – See Director's report

Budget Committee – No report.

Community Relations – No report.

By-Laws – No report.

Library Gardens – Carrie Campbell and Donna Thomason will be co-chairs of this committee.

ADA Compliance – No report.

Communications – No report.

Compensation/Wages – No report.

Unfinished Business
No report.

New Business

(1) Peggy Ralston asked why board members had to live within the City limits. Julie said it is a state statute.

Payment of Bills
Sandy Swingle said she had reviewed the bills and they could be paid. Peggy Ralston made a motion to pay the bills. Eric Putnam seconded. Motion passed unanimously.

Closed Session
None.

Adjournment
Eric Putnam made a motion to adjourn. Sandy Swingle seconded. Motion passed unanimously. Meeting was adjourned at 6:29 pm.

Respectfully submitted,

Kevin Johnson
Secretary-Treasurer

DRAFT

DRAFT

CARTHAGE PUBLIC LIBRARY

FINANCIAL STATEMENTS

JUNE 30, 2022

SCHMIDT
CPAS & ADVISORS

DRAFT

SCHMIDT
CPAS & ADVISORS

ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Public Library
612 S Garrison
Carthage, MO 64836

The accompanying financial statements of Carthage Public Library as of and for the month ended June 30, 2022 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

July 06, 2022

DRAFT

Carthage Public Library
Balance Sheet - Cash basis
June 30, 2022

Assets

Current Assets	
Cash in bank - treasurer's cash	$ 709,407.62
Cash in bank - Community National Bank	898.94
Cash in bank - Guaranty Bank	25,905.68
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
Prepaid expense	15,062.72
MOSIP Investment	670,619.41
Total Current Assets	1,422,154.37
Total Assets	$ 1,422,154.37

Liabilities and Net Assets

Current Liabilities	
Insurance proceeds payable	$ 1,814.78
Total Current Liabilities	1,814.78
Total Liabilities	1,814.78
Net Assets	
Unrestricted Net Assets	796,014.13
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
CPL Development Foundation	10,178.66
Debbie Putnam - Ebooks	23,139.74
Library Gardens	2,282.78
Spotlight on Literacy (RTR)-MOSL-SLT-CTHG 06/2020-05/2021	(2,641.20)
Spotlight on Literacy - MOSL -2020	(4,206.00)
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	(6,153.75)
Spotlight on Literacy MOSL Grant -SLT21-076	(212.50)
Spotlight on Literacy Local Funds - SLT21-076	1,797.20
Spotlight on Literacy Grant - LOCAL FUNDS - SLT22-050	16,819.15
Steadley Trust	926.16
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	186.43
Summer Reading Program - Local Funds 2022	5,245.76
Summer Reading Program MOSL Funds- 2021 #SLP20-029	(4,375.61)
Thelma Stanley Foundation Grant	16,602.37
Multi Purpose Building - furnishings and supplies	178,445.48
Mulit Purpose Building	(181,501.91)
Anne Elliff - Children's Dept	2,509.76
Author Vist MOSL GRANT-10015	(878.90)
Operational reserves	195,998.47
Change in net assets	363,910.70
Total Net Assets	1,420,339.59
Total Liabilities and Net Assets	$ 1,422,154.37

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

DRAFT

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and twelve months ended June 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Revenue						
Book sale income	$ 239.60	$ 250.00	$ (10.40)	$ 2,077.90	$ 3,000.00	$ (922.10)
Copier income	468.30	416.67	51.63	4,559.35	5,000.00	(440.65)
Donations	16,031.77	0.00	16,031.77	29,133.65	0.00	29,133.65
Donations-restricted	10,995.00	0.00	10,995.00	375,595.26	0.00	375,595.26
Fax income	97.40	83.34	14.06	893.03	1,000.00	(106.97)
Fine income	728.65	416.67	311.98	5,082.31	5,000.00	82.31
Interest income	573.54	250.00	323.54	4,026.29	3,000.00	1,026.29
Non-resident fee income	1,298.80	583.34	715.46	6,538.80	7,000.00	(461.20)
Payment for lost books	22.15	0.00	22.15	452.66	0.00	452.66
Postage income	0.00	0.00	0.00	9.00	0.00	9.00
State aid	0.00	1,041.67	(1,041.67)	13,694.12	12,500.00	1,194.12
Sur tax	0.00	2,666.67	(2,666.67)	80,587.65	32,000.00	48,587.65
Tax income	0.00	17,500.00	(17,500.00)	217,515.92	210,000.00	7,515.92
Tax income - Park and storm water	53,834.79	38,916.67	14,918.12	545,027.36	467,000.00	78,027.36
Miscellaneous income	0.00	500.00	(500.00)	1.13	6,000.00	(5,998.87)
Other income	89.55	0.00	89.55	629.63	0.00	629.63
Total revenue	84,379.55	62,625.03	21,754.52	1,285,824.06	751,500.00	534,324.06

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

DRAFT

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and twelve months ended June 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Operating Expenses						
Salaries	39,532.16	42,250.00	2,717.84	512,515.15	507,000.00	(5,515.15)
Lagers	2,108.61	2,083.33	(25.28)	26,124.13	25,000.00	(1,124.13)
Insurance - health	1,063.00	1,250.00	187.00	16,847.33	15,000.00	(1,847.33)
Payroll taxes - FICA	3,024.76	3,166.66	141.90	39,213.46	38,000.00	(1,213.46)
Total payroll expenses	45,728.53	48,749.99	3,021.46	594,700.07	585,000.00	(9,700.07)
Employee goodwill	102.23	333.33	231.10	3,511.62	4,000.00	488.38
Advertising	0.00	125.00	125.00	398.95	1,500.00	1,101.05
Audio-visuals	0.00	125.00	125.00	287.49	1,500.00	1,212.51
Books	1,362.22	2,083.33	721.11	33,507.62	25,000.00	(8,507.62)
Books - children's	0.00	1,083.33	1,083.33	9,238.97	13,000.00	3,761.03
Contract fees	1,918.70	3,083.33	1,164.63	43,593.89	37,000.00	(6,593.89)
Dues and travel	1,512.14	583.33	(928.81)	4,843.60	7,000.00	2,156.40
Ebooks	0.00	291.66	291.66	3,800.00	3,500.00	(300.00)
Furniture and equipment	0.00	250.00	250.00	1,130.70	3,000.00	1,869.30
Information technology (IT)	1,227.61	583.33	(644.28)	4,369.29	7,000.00	2,630.71
Insurance	0.00	2,666.66	2,666.66	37,686.23	32,000.00	(5,686.23)
Interest expense	0.00	0.00	0.00	1,619.11	0.00	(1,619.11)
Legal and professional	0.00	500.00	500.00	6,700.00	6,000.00	(700.00)
Periodicals	29.00	291.66	262.66	4,039.45	3,500.00	(539.45)
Postage	129.44	125.00	(4.44)	1,004.33	1,500.00	495.67
Programs - adult	56.24	416.66	360.42	11,486.71	5,000.00	(6,486.71)
Programs - children	454.05	666.66	212.61	5,862.80	8,000.00	2,137.20
Programs, teens	0.00	41.66	41.66	618.06	500.00	(118.06)
Repairs and maintenance	5,502.93	2,916.66	(2,586.27)	55,751.19	35,000.00	(20,751.19)
Supplies	1,118.27	1,666.66	548.39	15,488.97	20,000.00	4,511.03
Supplies - multi purpose building	112.42	1,250.00	1,137.58	28,474.38	15,000.00	(13,474.38)
Telephone	272.50	500.00	227.50	4,826.45	6,000.00	1,173.55
Utilities	5,109.74	3,333.33	(1,776.41)	48,973.48	40,000.00	(8,973.48)
	18,907.49	22,916.59	4,009.10	327,213.29	275,000.00	(52,213.29)
Total expenses and losses	64,636.02	71,666.58	7,030.56	921,913.36	860,000.00	(61,913.36)

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

DRAFT

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and twelve months ended June 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Increase/(Decrease) in unrestricted net assets before transfers	19,743.53	(9,041.55)	28,785.08	363,910.70	(108,500.00)	472,410.70
Transfers from temporary restricted	5,817.72	9,041.67	(3,223.95)	86,678.95	108,500.00	(21,821.05)
Transfers to temporary restricted	(10,995.00)	0.00	(10,995.00)	(375,595.26)	0.00	(375,595.26)
Increase/(Decrease) in unrestricted net assets	14,566.25	0.12	14,566.13	74,994.39	0.00	74,994.39

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

DRAFT

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and twelve months ended June 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Changes in temporarily restricted net assets						
Spotlight on Literacy (RTR) - MOSL-SLT20-CTHG 06/2020-05/2021	0.00			2,740.81		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00			6,269.13		
Spotlight on Literacy MOSL Grant - SLT21-076	5,995.00			17,985.00		
Spotlight on Literacy MOSL Grant-SLT22-050	0.00			3,630.00		
Spotlight on Literacy LOCAL Funds - SLT21-076	0.00			10,000.00		
Steadley Trust	0.00			100,000.00		
Summer Reading Program - Local Funds 2022	0.00			6,485.00		
Summer Reading Program MOSL Funds- 2021 #SLP20-029	0.00			4,000.00		
Muliti Purpose Building	0.00			185,332.32		
Anne Elliff - Children's Dept	5,000.00			11,000.00		
Author Visit MOSL Grant -10015	0.00			753.00		
Excel High School	0.00			27,400.00		
CPL Development Foundation	0.00			(9,350.00)		
CLSP Grant -2022	203.90			0.00		
Debbie Putnam - Ebooks	0.00			(3,800.00)		
Library Gardens	(134.48)			(134.48)		
Spotlight on Literacy (RTR) - MOSL-SLT20-CTHG 06/2020-05/2021	0.00			(99.61)		
Spotlight on Literacy Grant - MOSL 2020	4,206.00			4,206.00		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00			(115.38)		
Spotlight on Literacy MOSL Grant - SLT21-076	(1,328.60)			(17,772.50)		
Spotlight on Literacy MOSL Grant-SLT22-050	0.00			(913.75)		
Spotlight on Literacy LOCAL Funds - SLT21-076	203.67			(11,797.20)		
Spotlight on Literacy Grant - LOCAL FUNDS - SLT22-050	(1,661.39)			(2,688.71)		
Steadley Trust	0.00			(2,250.00)		
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	0.00			(186.43)		
Summer Reading Program - Local Funds 2022	(2,363.99)			(2,995.62)		
Summer Reading Program MOSL Funds- 2021 #SLP20-029	0.00			375.61		
Thelma Stanley Foundation Grant	0.00			(339.61)		
Multi Purpose Building - furnishings and supplies	(112.42)			(24,697.12)		

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

DRAFT

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and twelve months ended June 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Multi Purpose Building	(3,830.41)			(3,830.41)		
Anne Elliff - Children's Dept	0.00			(2,515.64)		
Author Visit MOSL Grant - 10015	0.00			125.90		
Excel High School	(1,000.00)			(7,900.00)		
Increase/(Decrease) in temporarily restricted net assets	5,177.28			288,916.31		
Change in net assets	$ 19,743.53			$ 363,910.70		

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

DRAFT

Carthage Public Library
Gift Account Activity
For the one month and twelve months ended June 30, 2022

	Beginning Balance	Increases	Decreases	Ending balance
Boylan Grant	$ 6,252.67	$ 0.00	$ 0.00	$ 6,252.67
CPL Development Foundation	10,178.66	0.00	(9,350.00)	828.66
Debbie Putnam - Ebooks	23,139.74	0.00	(3,800.00)	19,339.74
Library Gardens	2,282.78	0.00	(134.48)	2,148.30
Spotlight on Literacy (RTR)-MOSL-SLT-CTHG 06/2020-05/2021	(2,641.20)	2,740.81	(99.61)	0.00
Spotlight on Literacy - MOSL -2020	(4,206.00)	0.00	4,206.00	0.00
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	(6,153.75)	6,269.13	(115.38)	0.00
Spotlight on Literacy Local Funds - SLT21-076	(212.50)	17,985.00	(17,772.50)	0.00
Spotlight on Literacy Grant - LOCAL FUNDS - SLT22-050	0.00	3,630.00	(913.75)	2,716.25
Spotlight on Literacy Local Funds - SLT21-076	1,797.20	10,000.00	(11,797.20)	0.00
Spotlight on Literacy Grant - LOCAL FUNDS - SLT22-050	16,819.15	0.00	(2,688.71)	14,130.44
Steadley Trust	926.16	100,000.00	(2,250.00)	98,676.16
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	186.43	0.00	(186.43)	0.00
Summer Reading Program - Local Funds 2022	5,245.76	6,485.00	(2,995.62)	8,735.14
Summer Reading Program MOSL Funds- 2021 #SLP20-029	(4,375.61)	4,000.00	375.61	0.00
Thelma Stanley Foundation Grant	16,602.37	0.00	(339.61)	16,262.76
Multi Purpose Building - furnishings and supplies	178,445.48	0.00	(24,697.12)	153,748.36
Mulit Purpose Building	(181,501.91)	185,332.32	(3,830.41)	0.00
Anne Elliff - Children's Dept	2,509.76	11,000.00	(2,515.64)	10,994.12
Author Vist MOSL GRANT-10015	(878.90)	753.00	125.90	0.00
Excel High School	0.00	27,400.00	(7,900.00)	19,500.00
Operational reserves	195,998.47	0.00	0.00	195,998.47
Totals	$ 260,414.76	$ 375,595.26	$ (86,678.95)	$ 549,331.07

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

Carthage Public Library
Check register
June 1, 2022 - June 30, 2022

Date	Reference	Description	Amount
:ash in bank - Guaranty Bank			
06/02/22	TASCINSURAN CE	TASC DIRECT PAY June 2022 Payment	1,063.00
06/03/22		Impound Payment - Tax Agent	544.00
06/03/22		Impound Payment - Firm Vendor	149.25
06/03/22	31985	Internal Revenue Service	4,677.82
06/08/22	1896	Blackstone Publishing	116.76
06/08/22	1897	Carthage Water & Electric	5,001.55
06/08/22	1898	Conway Duncan	2,250.00
06/08/22	1899	DEMCO	1,173.36
06/08/22	1900	Jed Buck	398.96
06/08/22	1901	Julie Yockey	137.48
06/08/22	1902	Lakeland Office Systems, Inc.	272.21
06/08/22	1903	Race Brothers	5.98
06/08/22	1904	Unique Management Services, Inc.	81.55
06/13/22	LAGERS-PMT	MO Lagers Payment Payroll Deductions May 2022	3,014.83
06/15/22	1905	Baker & Taylor	181.72
06/15/22	1906	Blackstone Publishing	109.50
06/15/22	1907	Gale/Cengage Learning Inc.	173.11
06/15/22	1908	InfoUSA Marketing Inc.	285.00
06/15/22	1909	Kim Howarth	84.00
06/15/22	1910	Lowes Business Acct/GECRB	545.24
06/15/22	1911	Randy Dubry Construction, LLC	2,494.83
06/15/22	1912	Schendel Pest Services	200.00
06/15/22	1913	Schindler Elevator Corporation	221.03
06/15/22	1914	Total Electronics Contracting Inc.	378.95
06/17/22		Impound Payment - Tax Agent	534.50
06/17/22		Impound Payment - Firm Vendor	130.75
06/17/22	32006	Internal Revenue Service	4,446.37
06/30/22	1915	Carthage Public Library	650,892.62
06/30/22	1916	AFLAC	884.84
06/30/22	1917	Amazon	2,732.28
06/30/22	1918	AT&T	58.50
06/30/22	1919	Baker & Taylor	30.03
06/30/22	1920	Blackstone Publishing	120.02
06/30/22	1921	Britney Kent	21.80
06/30/22	1922	Gale/Cengage Learning Inc.	360.82
06/30/22	1923	Jerry Welch	39.78
06/30/22	1924	Lowes Business Acct/GECRB	36.03
06/30/22	1925	Marmic Fire & Safety	134.48
06/30/22	1926	Sam's Club MC/SYNCB	3,728.37
06/30/22	1927	Schendel Pest Services	200.00
06/30/22	1928	Sherri Luce	109.06
06/30/22	1929	Spire	108.19
06/30/22	1930	VISA Card Services	505.67
06/30/22	1931	Voya Financial	165.54
06/30/22	LAGERS-PMT	MO Lagers Payment Payroll Deductions June 2022	3,100.95
06/30/22	P89	Payroll Journal Entry	1,413.16
06/30/22	P89	Payroll Journal Entry	29,112.37
		Total demand	722,426.26

Director's Progress and Service Report

July 2022, Julie Yockey, Director

This evening we welcome three new Board members to our Board. Brian Schmidt, Nancy Dymott and Julie Anderson. They each attended a new Board member orientation and are more than ready to be an active part of the Board of Trustees. The Board will reorganize this evening and members will also have opportunities to volunteer for committee assignments.

The Library is enjoying a steady number of visitors. Summer time brings in many out of state and even foreign travelers to tour our library. Even with the Summer Reading Program coming to a close, patronage has been steady. The heat brings many families to the Library for passive activities, respite from the heat and to simply use the internet or read. We typically see our numbers fall back after summer school is over as families take vacations or attend Bible schools. Without jinxing us at all, we are enjoying this time of summer very much. Great people to assist and visit with. Programming will start back up in August.

Our fiscal ended on June 30th, and with a new one beginning on July 1, we are ready to tackle anything this next year throws our way. Small steps have been made with the construction of our new HVAC units. The supply chain as well as a huge lack in construction workers have made it extremely difficult to get the job started but we hope that by August 1 we will be seeing big changes. We are so ready to get our new unit in place so that we will hopefully see big changes in our electricity bills. Due to the inefficiency of the existing unit, plus the high humidity our electric bills have been running three times as high as they normally would.

Some general library news: Performance staff evaluations are underway for all staff, staff are nominating an Employee of the Year, two staff members have been off of work due to having the COVID virus, the Steadley Family Legacy Center hosted a sewing class for children as well as two movie nights, the Master Gardener's class was canceled due to lack of interest, the fountain has been shut down and emptied due to the relocation of electricity in the HVAC compound, one private donation was made to the Library for adult books and cataloging is being tackled on our makerspace items that are available for check out. Just a really nice month. All staff members are really liking the opportunity to get some work caught up.

With the upcoming HVAC renovation we suggest to all patrons to check FB or our website for any unexpected closures. We apologize in advance for any inconvenience we may cause you during this time.

Have a great rest of your month, Julie Yockey, Director

Children's Progress Report
June 2022, Sherri Luce

The Summer Reading Program kept us plenty busy throughout June. The Children's Department hosted 15 in-house programs, bringing 886 people to the Library. The craft activity for each week was still in the take-and-make format, sending home 626 kits among all age groups.

	Number of Programs	Program Attendees	Primary Participants	Juvenile Participants	Teen Participants	Adult Participants	Total Participants	Total hours read
2021	18	329 (very limited numbers allowed)	107	57	27	55	246	2623
2022	15	886 (fire marshal guidelines for limits)	Ages 0-2: 17 3-5: 59 Total: 76	143	16	71	247	3074

The 2022 program was two weeks shorter and still had 450 more hours read than 2021, with several patrons stating they actually read many more hours after finishing the log. 2021 was calculated online, so there was no maximum. 2022 limited adults and teens at 20 hours each and children to 15 hours each.

The ability for people to come inside the library had a huge effect on our total calculations. Several told us they were glad we went back to the paper-pen reading logs vs the online documentation. A few participants in 2021 stated they had issues with the online program recording their information. Some even appreciated the shorter time span, saying July gets busy with other activities and they are 'done' with the challenge.

The Excel High School Diploma Program is going strong. We did not enroll any new students in June, but those participating are making progress. I plan to reconnect with each student in July.

Respectfully submitted,
Sherri Luce
Youth Services Director
Excel High School Diploma Coordinator

Statistics for June 2022

New Items Added

Adult	131
Young Adult	4
Juvenile	28
Total	163

New Library Cards

Adult	58
Juvenile	54
Total	112

Computer Use

Wireless	410
Makerspace	1
Adult	318
Laptops	12
Adult Subtotal	330
Reference/Genealogy	96
Microfilm	2
Reference Subtotal	98
Juvenile	12
Tablets	10
AWE	66
AWE (Bilingual)	129
Juvenile Subtotal	217
Total	1056

Patrons

Curbside Pickup	2
In-House Patrons	3,042

Circulation

	Adult	Young Adult	Juvenile	Total
Books	1,502	210	2,611	4,323
Periodicals	29		2	31
Audio	35	1	20	56
Visual	284			284
Circulating Electronics	0			0
eBooks	1,223	197	212	1,632
Total	3,073	408	2,845	6,326
In House Use	209			209

	Borrowing	Lending	Total
Courier	357	362	719

	ILL Made	ILL Rec'd	Total
Interlibrary Loan	0	0	0

Steadley Family Legacy Center

Door Count	Assistance	Checkout	Makerspace Use
103	7	2	20

Technical Services

	Adult	Young Adult	Juvenile	Total
Mending	62	7	29	98
Corrective Processing	55	3	92	150
Discards	41	2	27	70
Total	158	12	148	318

Digital Resources

Learning Express	0	Brainfuse	3
Ebscohost	3	Facebook Likes	2,206
Heritage Quest	0	Biggest Post	Juggling Show
Tumblebooks	24	Pages / Hosts	13,190 / 1,853

Programming

English Language

	In-Person				Online				Craft Kits Distributed	Total
	Onsite		Offsite		Live		Recorded			
	Programs	Attendees	Programs	Attendees	Programs	Attendees	Programs	Attendees		
General Interest	5	402								407
Seniors										0
Adults									102	102
Young Adults										0
Juvenile	6	189							164	359
Early Literacy	4	295							360	659
Total	15	886	0	0	0	0	0	0	626	1527

Spanish Language / Bilingual

	In-Person				Online				Craft Kits Distributed	Total
	Onsite		Offsite		Live		Recorded			
	Programs	Attendees	Programs	Attendees	Programs	Attendees	Programs	Attendees		
General Interest										0
Seniors										0
Adults										0
Young Adults										0
Juvenile										0
Early Literacy										0
Total	0	0	0	0	0	0	0	0	0	0

CWEP
BOARD MEETING MINUTES

July, 21, 2022

The Carthage Water & Electric Plant Board met in regular session July 21, 2022, 4:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

☐Danny Lambeth- President
☒Ron Ross- Vice President
☒Darren Collier -Secretary
☒Alan Snow -Liaison
☒Brian Schmidt - Member
☒Pat Goff – Member
☒ G. Stephen Beimdiek- 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

Vice President Ross called the meeting to order at 4:03 p.m.

APPROVAL OF MINUTES:

A motion by Collier and seconded by Goff to approve the minutes of the regular meeting of June 16, 2022, as presented, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Goff and seconded by Collier to approve disbursements for June in the amount of $4,397,324.49, passed unanimously.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

ADDITIONS/CHANGES TO THE AGENDA:

The following item was added to the agenda under new business: Consideration of Resolution of the Board of Directors of CWEP to take necessary actions to comply with SPP Collateral Requirements.

General Manager Bryant introduced the following new employees to the Board: Ben Schwarting-Accountant; Martin Escobar- Customer Service Representative; Jessica Trout- Customer Service Representative; Savanna Jones- Customer Service Representative.

NEW BUSINESS:

CONSIDERATION OF BIDS FOR FUEL AND LUBE OIL TANK INSPECTIONS

General Manger Bryant noted formal bids were requested seeking internal and external inspections on CWEP's power plant fuel and lube oil tanks. Only one bid was submitted by Genesis Environmental Solutions, Inc. in the amount of $29,320.00 and fell under the budgeted amount. GM Bryant recommends awarding this project to Genesis Environmental Solutions, Inc. as this company has provided similar high-quality services previously for CWEP.

A motion by Collier and seconded by Goff to award this project to Genesis Environmental Solutions, Inc. in the amount of $29,320.00, passed unanimously.

CONSIDERATION OF BIDS FOR GENERAL CONSTRUCTION AND OPERATIONAL MAINTENANCE SERVICES

General Manager Bryant reported a formal request was advertised and presented to numerous contractors seeking proposals from highly skilled construction and maintenance project contractors on an as-needed basis at various CWEP locations. As a need is identified, the contractor will provide an estimate and timeline for the project. The contractor will schedule the work upon CWEP's authorization. The proposed contract will have an initial term on one year with the option to extend for four additional one-year periods.

CWEP received proposals from G & G Construction Co, and Randy Dubry Construction. Both have provided high quality construction services for numerous CWEP projects.
After a thorough evaluation of the proposals, GM Bryant recommends awarding this contract to Randy Dubry Construction.

A motion by Goff and seconded by Collier to award this contract to Randy Dubry Construction, passed unanimously.

CONSIDERATION OF BIDS FOR THE REPLACEMENT OF STATION BATTERIES AND CHARGER

General Manager Bryant announced formal bids were requested for the replacement of station batteries and a charger at the power plant. Bids were received from Power Solutions LLC in the amount of $36,691.63 and CBM, Inc. for $38,395.48. Both Submissions are under the estimated budget amount and offer a warrant of five years on the chargers and three years on the batteries. With the Board's approval, GM Bryant recommends awarding this purchase to Power Solutions for $36,691.63.

A motion by Goff and seconded by Schmidt to award this purchase to Power Solutions in the amount of $36,691.63, passed unanimously.

CONSIDERATION OF RESOLUTION OF THE BOARD OF DIRECTORS OF CWEP TO TAKE NECESSARY ACTIONS TO COMPLY WITH SPP COLLATERAL REQUIREMENTS

GM Bryant presented the resolution of the Board of Directors of the Carthage Water and Electric Plant to take necessary actions to comply with SPP collateral requirements.

A motion by Beimdiek and seconded by Collier to accept this resolution, passed unanimously.

STAFF REPORTS:

General Manager Bryant gave an update on the current market conditions and what the weeks ahead might look like with the hot temperatures in the forecast. He noted a meeting was held with the industrial customers, giving them an update on rate adjustments and the southwest power pool marketplace. GM Bryant reported procurement is still an issue. He noted staff has been attending a color code training the last couple of weeks. GM Bryant addressed Marian Days and the plans CWEP has made to prepare for the 100,000 plus people that will be coming into town.

CFO Nugent reviewed the investment report. She noted staff finished inventory and auditors came. She reported they are finishing up financials for June.

General Counsel & Director of Customer Relations Ludwig noted Milliken is back from Maternity Leave and they have been working with vendors regarding customer satisfaction surveys. She noted three new Customer Service Representatives have started.

Director of IT & Broadband Peterson noted a resolution is in the works for developing a plan for funding a fiber expansion.

Director of Water Services Choate reported the SIPP project should finish up next week.

Director of Business & ED Howard reported permanent power should be up and going at the new Schreiber development on Monday morning. She also noted to Save the date for Friday, August 5th, as Senator Roy Blunt will be in town.

BOARD MEMBER COMMENTS:

City Liaison Snow announced they will be shutting down Streets on August 1st for Marian days.

At5:11 p.m. the meeting adjourned.

President – Danny Lambeth

Secretary – Darren Collier

AGENDAS STANDING COMMITTEES

City of Carthage

NOTICE OF MEETING

Public Safety Committee – Agenda

July 18, 2022
5:30 p.m.
Carthage City Hall
Council Chambers
326 Grant, Carthage MO 64836

CANCELLED DUE TO LACK OF QUORUM

TENTATIVE AGENDA

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

1. Consider and discuss Rallye 66. – Cody Dougless

NEW BUSINESS

1. Consider and discuss FH employee living restrictions – Chief Huntley
2. Staff reports
    - Fire Department
    - Police Department

ADJOURNMENT

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

POSTED: ____________

BY: ________________

-NOTICE OF MEETING-
Public Services Committee Tuesday July 19th, 2022
5:30 P.M.
Carthage City Hall, Council Chambers
326 Grant, Carthage MO 64836

AGENDA

Old Business

1. Consider and approve minutes from the previous meeting.

Citizens Participation (Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035 or email c.cholley@carthagemo.gov.

New Business

1. Consider and Discuss Temporary Lime Expansion Trial

Staff Reports

Other Business

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 BEFORE** MEETING.

Posted: ______________

By: ________________________

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
July 26, 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. Staff Reports
2. Other Reports

Adjournment

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

Posted: ____________________________

AGENDAS SPECIAL COMMITTEES AND BOARDS

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
JULY 19, 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
   - **Award Bid for the Jasper County Sheriff Fencing Project**
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 15, 2022, AT 4:00 P.M. (RSMO 610.020)

AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet July 21, 2022, 4:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: June 2022

APPROVAL OF DISBURSEMENTS: June $4,397,324.49

FINANCIAL STATEMENT:

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of Bids for Fuel and Lube Oil Tank Inspections
2. Consideration of Bids for General Construction and Operational Maintenance Services
3. Consideration of Bids for the Replacement of Station Batteries and Charger

STAFF REPORTS

BOARD MEMBER COMMENTS

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

Representatives of the news media may obtain copies of this notice by contacting:
Megan Stump, P O Box 611 Carthage, MO 64836 417-237-7300

CORRESPONDENCE

CARTHAGE HUMANE SOCIETY, INC.

FINANCIAL STATEMENTS

APRIL 30, 2022

SCHMIDT
CPAS & ADVISORS

SCHMIDT
CPAS & ADVISORS

ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Humane Society, Inc.
13860 Dog Kennel Ln
Carthage, MO 64836

The accompanying financial statements of Carthage Humane Society, Inc. as of and for the month ended April 30, 2022 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

May 12, 2022

Carthage Humane Society, Inc.
Balance Sheet - Tax basis
April 30, 2022

Assets

Current Assets		
SMB	$	81,442.34
SMB - Payroll		2,828.27
Arvest - Payroll		83.08
Arvest - Operating		12,017.87
Petty cash		100.00
Total Current Assets		96,471.56
Property and Equipment		
Land		14,586.95
Building		486,742.82
Improvements		130,932.26
Office furniture and equipment		10,965.26
Machinery and equipment		188,773.74
Less accumulated depreciation		(434,468.40)
Net Property and Equipment		397,532.63
Total Assets	$	494,004.19

Liabilities and Net Assets

Net Assets		
Unrestricted net sssets	$	439,551.82
Change in net assets		54,452.37
Total Net Assets		494,004.19
Total Liabilities and Net Assets	$	494,004.19

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and four months ended April 30, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Sales				
City of Carthage contract	$ 0.00	0.00 %	$ 12,000.00	7.96 %
Jasper County contracts	0.00	0.00	2,000.00	1.33
Adoption fees	7,314.06	13.65	31,153.19	20.67
Return to owner fee	230.00	0.43	950.00	0.63
Surrender fees	1,495.00	2.79	7,490.00	4.97
Product sales	25.00	0.05	327.00	0.22
Cemetery plot	200.00	0.37	400.00	0.27
Donations	2,041.40	3.81	28,285.42	18.76
Noncash Donations	133.69	0.25	3,932.87	2.61
Fundraising	6,000.00	11.19	6,523.21	4.33
Memorials and bequests	0.00	0.00	0.00	0.00
Grants	0.00	0.00	0.00	0.00
PetSmart Charities	0.00	0.00	3,500.00	2.32
Steadley Memorial Trust	3,000.00	5.60	16,169.62	10.73
Frances H Havens Trust	478.86	0.89	2,151.18	1.43
Jesse L Bridges Trust	7,579.80	14.14	7,579.80	5.03
Helen Boylan Foundation	0.00	0.00	2,763.03	1.83
Patricia McKay Trust	25,000.00	46.64	25,000.00	16.58
Reimbursement of expenses	0.00	0.00	0.00	0.00
Miscellaneous income	104.66	0.20	524.87	0.35
	53,602.47	100.00	150,750.19	100.00
Gross Profit	53,602.47	100.00	150,750.19	100.00
Operating Expenses				
Salaries and wages	11,455.60	21.37	45,589.32	30.24
Payroll taxes	1,034.06	1.93	4,170.82	2.77
Total payroll expenses	12,489.66	23.30	49,760.14	33.01
Advertising	0.00	0.00	0.00	0.00
Auto expense	0.00	0.00	0.00	0.00
Bank charges	2.14	0.00	440.73	0.29
Cat litter	22.96	0.04	184.37	0.12
Credit card fees	200.09	0.37	200.09	0.13
Dog and cat food	71.41	0.13	2,872.71	1.91
Dues and subscriptions	0.00	0.00	60.00	0.04
Fundraising expense	400.00	0.75	400.00	0.27
Insurance	0.00	0.00	2,553.00	1.69
Legal and professional	1,299.00	2.42	2,199.00	1.46

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and four months ended April 30, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Medication	2,006.63	3.74	7,008.14	4.65
Meals and entertainment	0.00	0.00	0.00	0.00
Medical- Veterinarian	1,718.83	3.21	7,737.27	5.13
Medical - Employees	0.00	0.00	1,219.25	0.81
Miscellaneous	(14.92)	(0.03)	(14.92)	(0.01)
Postage & Shipping	0.00	0.00	0.00	0.00
Printing & Stationary	0.00	0.00	122.72	0.08
Repairs and maintenance	12.43	0.02	1,811.92	1.20
Supplies- office	0.00	0.00	648.25	0.43
Supplies- Cleaning	39.32	0.07	1,089.77	0.72
Supplies- Animal Supplies	0.00	0.00	30.27	0.02
Taxes and licenses	0.00	0.00	878.00	0.58
Trash svc	131.74	0.25	464.26	0.31
Utilities	1,837.50	3.43	6,391.96	4.24
Depreciation	2,562.33	4.78	10,249.27	6.80
	10,289.46	4.78	46,546.06	6.80
Total operating expenses	22,779.12	42.50	96,306.20	63.88
Net income (loss) from operations	30,823.35	4.78	54,443.99	6.80
Other Income / (Expenses)				
Interest income	2.94	0.01	8.38	0.01
	2.94	0.01	8.38	0.01
Net Income / (Loss)	$ 30,826.29	57.51	$ 54,452.37	36.12

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

Supplementary Information

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and four months ended April 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Year to date Budget	Year to date Variance	Actual as a % Budget
Revenue							
City of Carthage contract	$ 0.00	$ 3,000.00	$ (3,000.00)	$ 12,000.00	$ 12,000.00	$ 0.00	100.
Jasper County contracts	0.00	666.67	(666.67)	2,000.00	2,666.64	(666.64)	75.
Adoption fees	7,314.06	6,250.00	1,064.06	31,153.19	25,000.00	6,153.19	124.
Return to owner fee	230.00	416.67	(186.67)	950.00	1,666.64	(716.64)	57.
Surrender fees	1,495.00	833.34	661.66	7,490.00	3,333.28	4,156.72	224.
Product sales	25.00	0.00	25.00	327.00	0.00	327.00	0.
Cemetery plot	200.00	0.00	200.00	400.00	0.00	400.00	0.
Donations	2,041.40	4,583.34	(2,541.94)	28,285.42	18,333.28	9,952.14	154.
Noncash Donations	133.69	2,500.00	(2,366.31)	3,932.87	10,000.00	(6,067.13)	39.
Fundraising	6,000.00	0.00	6,000.00	6,523.21	0.00	6,523.21	0.
Grants	0.00	2,500.00	(2,500.00)	0.00	10,000.00	(10,000.00)	0.
PetSmart Charities	0.00	625.00	(625.00)	3,500.00	2,500.00	1,000.00	140.
Steadley Memorial Trust	3,000.00	3,000.00	0.00	16,169.62	12,000.00	4,169.62	134.
Frances H Havens Trust	478.86	1,067.92	(589.06)	2,151.18	4,271.64	(2,120.46)	50.
Jesse L Bridges Trust	7,579.80	602.09	6,977.71	7,579.80	2,408.28	5,171.52	314.
Katheryn Hyde Trust	0.00	1,041.67	(1,041.67)	0.00	4,166.64	(4,166.64)	0.
Trust fund receipts-other	0.00	416.67	(416.67)	0.00	1,666.64	(1,666.64)	0.
McDowell Trust	0.00	458.34	(458.34)	0.00	1,833.28	(1,833.28)	0.
Helen Boylan Foundation	0.00	0.00	0.00	2,763.03	0.00	2,763.03	0.
Patricia McKay Trust	25,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.
Miscellaneous income	104.66	0.00	104.66	524.87	0.00	524.87	0.
Total revenue	53,602.47	27,961.71	25,640.76	150,750.19	111,846.32	38,903.87	134.
Operating Expenses							
Salaries and wages	11,455.60	13,333.33	(1,877.73)	45,589.32	53,333.36	(7,744.04)	85.
Insurance - workers compensation	0.00	304.75	(304.75)	0.00	1,219.00	(1,219.00)	0.
Payroll taxes	1,034.06	1,023.00	11.06	4,170.82	4,092.00	78.82	101.
Total payroll expenses	12,489.66	14,661.08	(2,171.42)	49,760.14	58,644.36	(8,884.22)	84.
Advertising	0.00	41.66	(41.66)	0.00	166.72	(166.72)	0.
Auto expense	0.00	50.00	(50.00)	0.00	200.00	(200.00)	0.
Bank charges	2.14	120.83	(118.69)	440.73	483.36	(42.63)	91.
Cat litter	22.96	27.25	(4.29)	184.37	109.00	75.37	169.
Credit card fees	200.09	0.00	200.09	200.09	0.00	200.09	0.
Dog and cat food	71.41	1,581.75	(1,510.34)	2,872.71	6,327.00	(3,454.29)	45.

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

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and four months ended April 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Year to date Budget	Year to date Variance	Actual as a % Budget
Dues and subscriptions	0.00	12.50	(12.50)	60.00	50.00	10.00	120.
Fundraising expense	400.00	125.00	275.00	400.00	500.00	(100.00)	80.
Insurance	0.00	625.00	(625.00)	2,553.00	2,500.00	53.00	102.
Legal and professional	1,299.00	1,000.00	299.00	2,199.00	4,000.00	(1,801.00)	54.
Medication	2,006.63	0.00	2,006.63	7,008.14	0.00	7,008.14	0.
Meals and entertainment	0.00	29.16	(29.16)	0.00	116.72	(116.72)	0.
Medical- Veterinarian	1,718.83	3,000.00	(1,281.17)	7,737.27	12,000.00	(4,262.73)	64.
Medical- clinic	0.00	2,166.66	(2,166.66)	0.00	8,666.72	(8,666.72)	0.
Medical - Employees	0.00	0.00	0.00	1,219.25	0.00	1,219.25	0.
Miscellaneous	(14.92)	0.00	(14.92)	(14.92)	0.00	(14.92)	0.
Postage & Shipping	0.00	20.83	(20.83)	0.00	83.36	(83.36)	0.
Printing & Stationary	0.00	62.50	(62.50)	122.72	250.00	(127.28)	49.
Repairs and maintenance	12.43	666.66	(654.23)	1,811.92	2,666.72	(854.80)	67.
Supplies- office	0.00	283.33	(283.33)	648.25	1,133.36	(485.11)	57.
Supplies- Cleaning	39.32	1,000.00	(960.68)	1,089.77	4,000.00	(2,910.23)	27.
Supplies- Animal Supplies	0.00	16.66	(16.66)	30.27	66.72	(36.45)	45.
Taxes and licenses	0.00	88.75	(88.75)	878.00	355.00	523.00	247.
Trash svc	131.74	131.25	0.49	464.26	525.00	(60.74)	88.
Utilities	1,837.50	1,416.66	420.84	6,391.96	5,666.72	725.24	112.
Depreciation	2,562.33	0.00	2,562.33	10,249.27	0.00	10,249.27	0.
	10,289.46	12,466.45	(2,176.99)	46,546.06	49,866.40	(3,320.34)	93.
Total operating expenses	22,779.12	27,127.53	(4,348.41)	96,306.20	108,510.76	(12,204.56)	88.
Total expenses	22,779.12	27,127.53	(4,348.41)	96,306.20	108,510.76	(12,204.56)	88.
Other Income / (Expenses)							
Interest income	2.94	0.00	(2.94)	8.38	0.00	(8.38)	0.
	2.94	0.00	2.94	8.38	0.00	8.38	0.
Change in net assets	$ 30,826.29	$ 834.18	$ 29,992.11	$ 54,452.37	$ 3,335.56	$ 51,116.81	1632.

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

CARTHAGE HUMANE SOCIETY, INC.

FINANCIAL STATEMENTS

MAY 31, 2022

SCHMIDT
CPAS & ADVISORS

SCHMIDT
CPAS & ADVISORS

ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Humane Society, Inc.
13860 Dog Kennel Ln
Carthage, MO 64836

The accompanying financial statements of Carthage Humane Society, Inc. as of and for the month ended May 31, 2022 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

June 07, 2022

Carthage Humane Society, Inc.
Balance Sheet - Tax basis
May 31, 2022

Assets

Current Assets		
SMB	$	100,293.13
SMB - Payroll		9,296.32
Petty cash		100.00
Total Current Assets		109,689.45
Property and Equipment		
Land		14,586.95
Building		486,742.82
Improvements		130,932.26
Office furniture and equipment		10,965.26
Machinery and equipment		188,773.74
Less accumulated depreciation		(437,030.68)
Net Property and Equipment		394,970.35
Total Assets	$	504,659.80

Liabilities and Net Assets

Net Assets		
Unrestricted net sssets	$	439,551.82
Change in net assets		65,107.98
Total Net Assets		504,659.80
Total Liabilities and Net Assets	$	504,659.80

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and five months ended May 31, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Sales				
City of Carthage contract	$ 6,000.00	15.26 %	$ 18,000.00	9.47 %
Jasper County contracts	2,000.00	5.09	4,000.00	2.10
Adoption fees	5,829.55	14.83	36,982.74	19.46
Return to owner fee	440.00	1.12	1,390.00	0.73
Surrender fees	2,097.00	5.33	9,587.00	5.04
Product sales	37.00	0.09	364.00	0.19
Cemetery plot	200.00	0.51	600.00	0.32
Donations	2,398.41	6.10	30,683.83	16.14
Noncash Donations	275.99	0.70	4,208.86	2.21
Fundraising	0.00	0.00	6,523.21	3.43
Memorials and bequests	0.00	0.00	0.00	0.00
Grants	0.00	0.00	0.00	0.00
PetSmart Charities	1,000.00	2.54	4,500.00	2.37
Steadley Memorial Trust	3,000.00	7.63	19,169.62	10.09
Frances H Havens Trust	15,645.75	39.80	17,796.93	9.36
Jesse L Bridges Trust	0.00	0.00	7,579.80	3.99
Katheryn Hyde Trust	0.00	0.00	0.00	0.00
Trust fund receipts-other	10.62	0.03	10.62	0.01
Helen Boylan Foundation	0.00	0.00	2,763.03	1.45
Patricia McKay Trust	0.00	0.00	25,000.00	13.15
Reimbursement of expenses	0.00	0.00	0.00	0.00
Miscellaneous income	381.00	0.97	905.87	0.48
	39,315.32	100.00	190,065.51	100.00
Gross Profit	39,315.32	100.00	190,065.51	100.00
Operating Expenses				
Salaries and wages	12,202.47	31.04	57,791.79	30.41
Payroll taxes	1,133.07	2.88	5,303.89	2.79
Total payroll expenses	13,335.54	33.92	63,095.68	33.20
Advertising	220.00	0.56	220.00	0.12
Auto expense	0.00	0.00	0.00	0.00
Bank charges	59.26	0.15	499.99	0.26
Cat litter	23.70	0.06	208.07	0.11
Credit card fees	196.59	0.50	396.68	0.21
Dog and cat food	328.12	0.83	3,200.83	1.68
Dues and subscriptions	0.00	0.00	60.00	0.03
Fundraising expense	0.00	0.00	400.00	0.21

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and five months ended May 31, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Insurance	0.00	0.00	4,256.00	2.24
Legal and professional	300.00	0.76	2,499.00	1.31
Medication	5,828.45	14.82	12,836.59	6.75
Meals and entertainment	0.00	0.00	0.00	0.00
Medical- Veterinarian	2,091.64	5.32	9,828.91	5.17
Medical - Employees	0.00	0.00	1,219.25	0.64
Miscellaneous	(14.92)	(0.04)	(29.84)	(0.02)
Postage & Shipping	0.00	0.00	0.00	0.00
Printing & Stationary	0.00	0.00	122.72	0.06
Repairs and maintenance	801.74	2.04	2,613.66	1.38
Supplies- office	212.70	0.54	860.95	0.45
Supplies- Cleaning	90.09	0.23	1,179.86	0.62
Supplies- Animal Supplies	0.00	0.00	30.27	0.02
Taxes and licenses	0.00	0.00	878.00	0.46
Trash svc	131.33	0.33	595.59	0.31
Utilities	793.76	2.02	7,185.72	3.78
Depreciation	2,562.28	6.52	12,811.55	6.74
	13,624.74	6.52	61,873.80	6.74
Total operating expenses	26,960.28	68.57	124,969.48	65.75
Net income (loss) from operations	12,355.04	6.52	65,096.03	6.74
Other Income / (Expenses)				
Interest income	3.57	0.01	11.95	0.01
Other income	0.00	0.00	0.00	0.00
SBA non-taxable grant income	0.00	0.00	0.00	0.00
	3.57	0.01	11.95	0.01
Net Income / (Loss)	$ 12,358.61	31.43	$ 65,107.98	34.26

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

Supplementary Information

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and five months ended May 31, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Year to date Budget	Year to date Variance	Actual as a % Budget
Revenue							
City of Carthage contract	$ 6,000.00	$ 3,000.00	$ 3,000.00	$ 18,000.00	$ 15,000.00	$ 3,000.00	120.(
Jasper County contracts	2,000.00	666.67	1,333.33	4,000.00	3,333.31	666.69	120.(
Adoption fees	5,829.55	6,250.00	(420.45)	36,982.74	31,250.00	5,732.74	118.:
Return to owner fee	440.00	416.67	23.33	1,390.00	2,083.31	(693.31)	66.;
Surrender fees	2,097.00	833.34	1,263.66	9,587.00	4,166.62	5,420.38	230.(
Product sales	37.00	0.00	37.00	364.00	0.00	364.00	0.(
Cemetery plot	200.00	0.00	200.00	600.00	0.00	600.00	0.(
Donations	2,398.41	4,583.34	(2,184.93)	30,683.83	22,916.62	7,767.21	133.8
Noncash Donations	275.99	2,500.00	(2,224.01)	4,208.86	12,500.00	(8,291.14)	33.(
Fundraising	0.00	0.00	0.00	6,523.21	0.00	6,523.21	0.(
Grants	0.00	2,500.00	(2,500.00)	0.00	12,500.00	(12,500.00)	0.(
PetSmart Charities	1,000.00	625.00	375.00	4,500.00	3,125.00	1,375.00	144.(
Steadley Memorial Trust	3,000.00	3,000.00	0.00	19,169.62	15,000.00	4,169.62	127.8
Frances H Havens Trust	15,645.75	1,067.92	14,577.83	17,796.93	5,339.56	12,457.37	333.:
Jesse L Bridges Trust	0.00	602.09	(602.09)	7,579.80	3,010.37	4,569.43	251.;
Katheryn Hyde Trust	0.00	1,041.67	(1,041.67)	0.00	5,208.31	(5,208.31)	0.(
Trust fund receipts-other	10.62	416.67	(406.05)	10.62	2,083.31	(2,072.69)	0.!
McDowell Trust	0.00	458.34	(458.34)	0.00	2,291.62	(2,291.62)	0.(
Helen Boylan Foundation	0.00	0.00	0.00	2,763.03	0.00	2,763.03	0.(
Patricia McKay Trust	0.00	0.00	0.00	25,000.00	0.00	25,000.00	0.(
Miscellaneous income	381.00	0.00	381.00	905.87	0.00	905.87	0.(
Total revenue	39,315.32	27,961.71	11,353.61	190,065.51	139,808.03	50,257.48	135.9
Operating Expenses							
Salaries and wages	12,202.47	13,333.33	(1,130.86)	57,791.79	66,666.69	(8,874.90)	86.(
Insurance - workers compensation	0.00	304.75	(304.75)	0.00	1,523.75	(1,523.75)	0.(
Payroll taxes	1,133.07	1,023.00	110.07	5,303.89	5,115.00	188.89	103.(
Total payroll expenses	13,335.54	14,661.08	(1,325.54)	63,095.68	73,305.44	(10,209.76)	86.(
Advertising	220.00	41.66	178.34	220.00	208.38	11.62	105.!
Auto expense	0.00	50.00	(50.00)	0.00	250.00	(250.00)	0.(
Bank charges	59.26	120.83	(61.57)	499.99	604.19	(104.20)	82.;
Cat litter	23.70	27.25	(3.55)	208.07	136.25	71.82	152.;
Credit card fees	196.59	0.00	196.59	396.68	0.00	396.68	0.(
Dog and cat food	328.12	1,581.75	(1,253.63)	3,200.83	7,908.75	(4,707.92)	40.4

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

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and five months ended May 31, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Year to date Budget	Year to date Variance	Actual as a % Budget
Dues and subscriptions	0.00	12.50	(12.50)	60.00	62.50	(2.50)	96.
Fundraising expense	0.00	125.00	(125.00)	400.00	625.00	(225.00)	64.
Insurance	0.00	625.00	(625.00)	4,256.00	3,125.00	1,131.00	136.
Legal and professional	300.00	1,000.00	(700.00)	2,499.00	5,000.00	(2,501.00)	49.
Medication	5,828.45	0.00	5,828.45	12,836.59	0.00	12,836.59	0.
Meals and entertainment	0.00	29.16	(29.16)	0.00	145.88	(145.88)	0.
Medical- Veterinarian	2,091.64	3,000.00	(908.36)	9,828.91	15,000.00	(5,171.09)	65.
Medical- clinic	0.00	2,166.66	(2,166.66)	0.00	10,833.38	(10,833.38)	0.
Medical - Employees	0.00	0.00	0.00	1,219.25	0.00	1,219.25	0.
Miscellaneous	(14.92)	0.00	(14.92)	(29.84)	0.00	(29.84)	0.
Postage & Shipping	0.00	20.83	(20.83)	0.00	104.19	(104.19)	0.
Printing & Stationary	0.00	62.50	(62.50)	122.72	312.50	(189.78)	39.
Repairs and maintenance	801.74	666.66	135.08	2,613.66	3,333.38	(719.72)	78.
Supplies- office	212.70	283.33	(70.63)	860.95	1,416.69	(555.74)	60.
Supplies- Cleaning	90.09	1,000.00	(909.91)	1,179.86	5,000.00	(3,820.14)	23.
Supplies- Animal Supplies	0.00	16.66	(16.66)	30.27	83.38	(53.11)	36.
Taxes and licenses	0.00	88.75	(88.75)	878.00	443.75	434.25	197.
Trash svc	131.33	131.25	0.08	595.59	656.25	(60.66)	90.
Utilities	793.76	1,416.66	(622.90)	7,185.72	7,083.38	102.34	101.
Depreciation	2,562.28	0.00	2,562.28	12,811.55	0.00	12,811.55	0.
	13,624.74	12,466.45	1,158.29	61,873.80	62,332.85	(459.05)	99.
Total operating expenses	26,960.28	27,127.53	(167.25)	124,969.48	135,638.29	(10,668.81)	92.
Total expenses	26,960.28	27,127.53	(167.25)	124,969.48	135,638.29	(10,668.81)	92.
Other Income / (Expenses)							
Interest income	3.57	0.00	(3.57)	11.95	0.00	(11.95)	0.
	3.57	0.00	3.57	11.95	0.00	11.95	0.
Change in net assets	$ 12,358.61	$ 834.18	$ 11,524.43	$ 65,107.98	$ 4,169.74	$ 60,938.24	1561.

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

CARTHAGE HUMANE SOCIETY, INC.

FINANCIAL STATEMENTS

JUNE 30, 2022

SCHMIDT
CPAS & ADVISORS

SCHMIDT
CPAS & ADVISORS

ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Humane Society, Inc.
13860 Dog Kennel Ln
Carthage, MO 64836

The accompanying financial statements of Carthage Humane Society, Inc. as of and for the month ended June 30, 2022 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC
July 18, 2022

Carthage Humane Society, Inc.
Balance Sheet - Tax basis
June 30, 2022

Assets

Current Assets		
SMB	$	87,475.94
SMB - Payroll		4,576.98
Petty cash		100.00
Prepaid expense		5,573.82
Total Current Assets		97,726.74
Property and Equipment		
Land		14,586.95
Building		486,742.82
Improvements		130,932.26
Office furniture and equipment		10,965.26
Machinery and equipment		188,773.74
Less accumulated depreciation		(439,593.02)
Net Property and Equipment		392,408.01
Total Assets	$	490,134.75

Liabilities and Net Assets

Net Assets		
Unrestricted net sssets	$	439,551.82
Change in net assets		50,582.93
Total Net Assets		490,134.75
Total Liabilities and Net Assets	$	490,134.75

Substantially all disclosures ordinarily included in Tax basis financial statements

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and six months ended June 30, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Sales				
City of Carthage contract	$ 0.00	0.00 %	$ 18,000.00	8.72 %
Jasper County contracts	0.00	0.00	4,000.00	1.94
Adoption fees	7,055.10	43.02	44,037.84	21.33
Return to owner fee	325.00	1.98	1,715.00	0.83
Surrender fees	1,540.00	9.39	11,127.00	5.39
Product sales	15.00	0.09	379.00	0.18
Cemetery plot	200.00	1.22	800.00	0.39
Donations	3,665.19	22.35	34,349.02	16.64
Noncash Donations	571.08	3.48	4,779.94	2.32
Fundraising	0.00	0.00	6,523.21	3.16
Memorials and bequests	0.00	0.00	0.00	0.00
Grants	0.00	0.00	0.00	0.00
PetSmart Charities	0.00	0.00	4,500.00	2.18
Steadley Memorial Trust	3,000.00	18.29	22,169.62	10.74
Frances H Havens Trust	0.00	0.00	17,796.93	8.62
Jesse L Bridges Trust	0.00	0.00	7,579.80	3.67
Katheryn Hyde Trust	0.00	0.00	0.00	0.00
Trust fund receipts-other	0.00	0.00	10.62	0.01
Helen Boylan Foundation	0.00	0.00	2,763.03	1.34
Patricia McKay Trust	0.00	0.00	25,000.00	12.11
Reimbursement of expenses	0.00	0.00	0.00	0.00
Miscellaneous income	30.00	0.18	935.87	0.45
	16,401.37	100.00	206,466.88	100.00
Gross Profit	16,401.37	100.00	206,466.88	100.00
Operating Expenses				
Salaries and wages	14,862.94	90.62	72,654.73	35.19
Insurance - workers compensation	1,594.00	9.72	1,594.00	0.77
Payroll taxes	1,307.65	7.97	6,611.54	3.20
Total payroll expenses	17,764.59	108.31	80,860.27	39.16
Advertising	0.00	0.00	220.00	0.11
Auto expense	0.00	0.00	0.00	0.00
Bank charges	0.00	0.00	499.99	0.24
Cat litter	42.92	0.26	250.99	0.12
Credit card fees	114.83	0.70	511.51	0.25
Dog and cat food	828.31	5.05	4,029.14	1.95
Dues and subscriptions	0.00	0.00	60.00	0.03

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and six months ended June 30, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Fundraising expense	0.00	0.00	400.00	0.19
Insurance	0.00	0.00	4,256.00	2.06
Legal and professional	300.00	1.83	2,799.00	1.36
Medication	3,935.07	23.99	16,771.66	8.12
Meals and entertainment	0.00	0.00	0.00	0.00
Medical- Veterinarian	3,282.75	20.02	13,111.66	6.35
Medical - Employees	0.00	0.00	1,219.25	0.59
Miscellaneous	(25.07)	(0.15)	(54.91)	(0.03)
Postage & Shipping	0.00	0.00	0.00	0.00
Printing & Stationary	0.00	0.00	122.72	0.06
Repairs and maintenance	690.00	4.21	3,303.66	1.60
Supplies- office	129.91	0.79	990.86	0.48
Supplies- Cleaning	80.96	0.49	1,260.82	0.61
Supplies- Animal Supplies	0.00	0.00	30.27	0.01
Taxes and licenses	0.00	0.00	878.00	0.43
Trash svc	134.24	0.82	729.83	0.35
Utilities	1,089.70	6.64	8,275.42	4.01
Depreciation	2,562.34	15.62	15,373.89	7.45
	13,165.96	15.62	75,039.76	7.45
Total operating expenses	30,930.55	188.59	155,900.03	75.51
Net income (loss) from operations	(14,529.18)	15.62	50,566.85	7.45
Other Income / (Expenses)				
Interest income	4.13	0.03	16.08	0.01
Other income	0.00	0.00	0.00	0.00
SBA non-taxable grant income	0.00	0.00	0.00	0.00
	4.13	0.03	16.08	0.01
Net Income / (Loss)	$ (14,525.05)	(88.56)	$ 50,582.93	24.50

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

Supplementary Information

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and six months ended June 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Year to date Budget	Year to date Variance	Actual as a % Budget
Revenue							
City of Carthage contract	$ 0.00	$ 3,000.00	$ (3,000.00)	$ 18,000.00	$ 18,000.00	$ 0.00	100.(
Jasper County contracts	0.00	666.67	(666.67)	4,000.00	3,999.98	0.02	100.(
Adoption fees	7,055.10	6,250.00	805.10	44,037.84	37,500.00	6,537.84	117.[illegible]
Return to owner fee	325.00	416.67	(91.67)	1,715.00	2,499.98	(784.98)	68.[illegible]
Surrender fees	1,540.00	833.34	706.66	11,127.00	4,999.96	6,127.04	222.[illegible]
Product sales	15.00	0.00	15.00	379.00	0.00	379.00	0.(
Cemetery plot	200.00	0.00	200.00	800.00	0.00	800.00	0.(
Donations	3,665.19	4,583.34	(918.15)	34,349.02	27,499.96	6,849.06	124.[illegible]
Noncash Donations	571.08	2,500.00	(1,928.92)	4,779.94	15,000.00	(10,220.06)	31.[illegible]
Fundraising	0.00	0.00	0.00	6,523.21	0.00	6,523.21	0.(
Grants	0.00	2,500.00	(2,500.00)	0.00	15,000.00	(15,000.00)	0.(
PetSmart Charities	0.00	625.00	(625.00)	4,500.00	3,750.00	750.00	120.(
Steadley Memorial Trust	3,000.00	3,000.00	0.00	22,169.62	18,000.00	4,169.62	123.[illegible]
Frances H Havens Trust	0.00	1,067.92	(1,067.92)	17,796.93	6,407.48	11,389.45	277.[illegible]
Jesse L Bridges Trust	0.00	602.09	(602.09)	7,579.80	3,612.46	3,967.34	209.[illegible]
Katheryn Hyde Trust	0.00	1,041.67	(1,041.67)	0.00	6,249.98	(6,249.98)	0.(
Trust fund receipts-other	0.00	416.67	(416.67)	10.62	2,499.98	(2,489.36)	0.[illegible]
McDowell Trust	0.00	458.34	(458.34)	0.00	2,749.96	(2,749.96)	0.(
Helen Boylan Foundation	0.00	0.00	0.00	2,763.03	0.00	2,763.03	0.(
Patricia McKay Trust	0.00	0.00	0.00	25,000.00	0.00	25,000.00	0.(
Miscellaneous income	30.00	0.00	30.00	935.87	0.00	935.87	0.(
Total revenue	16,401.37	27,961.71	(11,560.34)	206,466.88	167,769.74	38,697.14	123.(
Operating Expenses							
Salaries and wages	14,862.94	13,333.33	1,529.61	72,654.73	80,000.02	(7,345.29)	90.[illegible]
Insurance - workers compensation	1,594.00	304.75	1,289.25	1,594.00	1,828.50	(234.50)	87.[illegible]
Payroll taxes	1,307.65	1,023.00	284.65	6,611.54	6,138.00	473.54	107.[illegible]
Total payroll expenses	17,764.59	14,661.08	3,103.51	80,860.27	87,966.52	(7,106.25)	91.[illegible]
Advertising	0.00	41.66	(41.66)	220.00	250.04	(30.04)	87.[illegible]
Auto expense	0.00	50.00	(50.00)	0.00	300.00	(300.00)	0.(
Bank charges	0.00	120.83	(120.83)	499.99	725.02	(225.03)	68.[illegible]
Cat litter	42.92	27.25	15.67	250.99	163.50	87.49	153.[illegible]
Credit card fees	114.83	0.00	114.83	511.51	0.00	511.51	0.(
Dog and cat food	828.31	1,581.75	(753.44)	4,029.14	9,490.50	(5,461.36)	42.[illegible]

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

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and six months ended June 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Year to date Budget	Year to date Variance	Actual as a % Budget
Dues and subscriptions	0.00	12.50	(12.50)	60.00	75.00	(15.00)	80.
Fundraising expense	0.00	125.00	(125.00)	400.00	750.00	(350.00)	53.
Insurance	0.00	625.00	(625.00)	4,256.00	3,750.00	506.00	113.
Legal and professional	300.00	1,000.00	(700.00)	2,799.00	6,000.00	(3,201.00)	46.
Medication	3,935.07	0.00	3,935.07	16,771.66	0.00	16,771.66	0.
Meals and entertainment	0.00	29.16	(29.16)	0.00	175.04	(175.04)	0.
Medical- Veterinarian	3,282.75	3,000.00	282.75	13,111.66	18,000.00	(4,888.34)	72.
Medical- clinic	0.00	2,166.66	(2,166.66)	0.00	13,000.04	(13,000.04)	0.
Medical - Employees	0.00	0.00	0.00	1,219.25	0.00	1,219.25	0.
Miscellaneous	(25.07)	0.00	(25.07)	(54.91)	0.00	(54.91)	0.
Postage & Shipping	0.00	20.83	(20.83)	0.00	125.02	(125.02)	0.
Printing & Stationary	0.00	62.50	(62.50)	122.72	375.00	(252.28)	32.
Repairs and maintenance	690.00	666.66	23.34	3,303.66	4,000.04	(696.38)	82.
Supplies- office	129.91	283.33	(153.42)	990.86	1,700.02	(709.16)	58.
Supplies- Cleaning	80.96	1,000.00	(919.04)	1,260.82	6,000.00	(4,739.18)	21.
Supplies- Animal Supplies	0.00	16.66	(16.66)	30.27	100.04	(69.77)	30.
Taxes and licenses	0.00	88.75	(88.75)	878.00	532.50	345.50	164.
Trash svc	134.24	131.25	2.99	729.83	787.50	(57.67)	92.
Utilities	1,089.70	1,416.66	(326.96)	8,275.42	8,500.04	(224.62)	97.
Depreciation	2,562.34	0.00	2,562.34	15,373.89	0.00	15,373.89	0.
	13,165.96	12,466.45	699.51	75,039.76	74,799.30	240.46	100.
Total operating expenses	30,930.55	27,127.53	3,803.02	155,900.03	162,765.82	(6,865.79)	95.
Total expenses	30,930.55	27,127.53	3,803.02	155,900.03	162,765.82	(6,865.79)	95.
Other Income / (Expenses)							
Interest income	4.13	0.00	(4.13)	16.08	0.00	(16.08)	0.
	4.13	0.00	4.13	16.08	0.00	16.08	0.
Change in net assets	$ (14,525.05)	$ 834.18	$ (15,359.23)	$ 50,582.93	$ 5,003.92	$ 45,579.01	1010.

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

"Rosenberg's Rules of Order"

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

Introduction

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

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

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

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

The Role of the Chair

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

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

The Basic Format for an Agenda Item Discussion

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

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

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

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

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

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

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

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

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

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

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

Motions in General

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

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

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

The Three Basic Motions

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

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

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

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

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

Multiple Motions Before the Body

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

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

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

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

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

To Debate or Not to Debate

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

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

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

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

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

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

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

Majority and Super-Majority Votes

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

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

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

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

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

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

The Motion to Reconsider

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

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

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

Courtesy and Decorum

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

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

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

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

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

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

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

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

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

Special Notes About Public Input

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

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

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

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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
July 26, 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: Ed Hardesty, Mark Elliff, Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, and Alan Snow. City Administrator Greg Dagnan was present; City Attorney Nate Dally was absent.

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

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the minutes of the July 12, 2022 Council Meeting. Motion carried unanimously.

Mayor Rife read the Proclamation that he presented at the CMR Friendship dinner declaring August 4-7, 2022 as Marian Days.

There were no citizens present during Citizen's Participation.

Mr. Snow reported that the budget committee is between meetings with the next meeting scheduled for August 8.

Ms. Harrison reported that the Committee on Insurance, Audit and Claims met on this date and approved the claims. The Committee also heard staff updates from Ms. Deal, and updates on the Opengov transition from Ms. Cox.The next meeting is scheduled for August 9.

Mr. Snow reported that the Public Safety Committee for July 18 was cancelled due to lack of quorum. The next meeting is scheduled for August 15.

Ms. Otero reported that the Public Services Committee met on July 19 and discussed expanding the geo-fence for the Lime scooters for a 3-week period. This will give riders access to most of the City, this trial period is needed to determine what could be done in the future with the scooters. The next meeting is scheduled for August 16.

Mr. Armstrong reported that the Public Works Committee is between meetings with the next meeting scheduled for August 2. He did state that C.B. 22-37 under new business was previously approved by the Public Works Committee.

Special Committee and Board Liaison Reports were given by Mrs. Harrison for Vision Carthage, Mr. Elliff for the Jasper County Commission, and Ms. Ensor for the Library Board.

Mayor Rife reported on his attendance to the CMR Friendship dinner and thanked the fathers for the invitation.

During reports from Council Members Mr. Armstrong reminded the Council that the Planning & Zoning liaison is appointed by the Council and volunteered to fill the vacancy caused by Mr. Barlow's resignation.

Police Chief Bill Hawkins reported that the Police Department has been busy with Marian Days preparations and that there will be a tour of the campus next Wednesday if any City or Council members are interested in attending.

Fire Chief Ryan Huntley reported that the MACK truck had been picked up by the Burnett's and he had received an update that as long as everything goes smoothly, the City will have it for the Maple Leaf Parade.

Public Works Director Zeb Carney reported on C. B. 22-37 and explained to the Council why it was on the agenda again after being passed previously. The first Council Bill that was passed did not have the complete legal description listed and it was unable to be properly recorded. Mr. Carney also gave an update on the street department's preparations for Marian days, and an update on the construction of the City Attorney's office.

Parks & Recreation Director Mark Peterson reported on the Lime geo-fence expansion, there will be complaints and issues and those will be worked out as they come about. Any feedback or complaints are to be directed to Chelsea Cholley at the Parks Department, all feedback will be gathered and discussed from this testing period. Mr. Peterson also gave an update on park projects he is working on with Jason Eckhart.

Assistant City Administrator Traci Cox reported that the budget surveys were sent out and the feedback received was just as expected. Agency requests were a common response in what needs worked on, also the priorities of the City need to be better reflected in the budget.
City Administrator Greg Dagnan gave the Council a list of events he has attended, projects he is working on currently and future projects. He also reported that the Tourism Director, Katie Fields, had started, and the Marian tour.

The Committee on Claims filed a report in the amount of $4,051,057.53 against the following funds: General Revenue $264,721.78, Public Health $147,521.75, Civic Enhancement $3,506.87, Parks/Stormwater $29,420.86, Fire Protection $30,653.38, Golf $12,601.45, Capital Improvements $226,378.92, Myers Park $60,649.20, Use Tax $14,696.00, Public Facilities $17,845.50, Payroll $243,061.82, and Carthage Water &

Electric $3,000,000.00. Mrs. Harrison made a motion, seconded by Mr. Armstrong, to accept the report and allow the claims. Motion carried.

Under old business, 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 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Blair, Blankenship, Elliff, Ensor, Hardesty, Harrison, Otero, and Snow. The Council Bill was approved and numbered Ordinance 22-34.

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 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Blair, Blankenship, Elliff, Ensor, Hardesty, Harrison, Otero, and Snow. The Council Bill was approved and numbered Ordinance 22-35.

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 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Blair, Blankenship, Elliff, Ensor, Hardesty, Harrison, Otero, and Snow. The Council Bill was approved and numbered Ordinance 22-36.

C. B. 22-36 – An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2021-2022 for the General Fund, Public Safety Grant Fund, Public Health Fund, Golf Fund, Parks/Stormwater Tax Fund, Lodging Tax Fund, ARPA Fund and Use Tax Fund was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Blair, Blankenship, Elliff, Ensor, Hardesty, Harrison, Otero, and Snow. The Council Bill was approved and numbered Ordinance 22-37.

Under new business, C. B. 22-37 – An Ordinance annexing certain adjacent territory commonly known as 1699 West Fairview into the City of Carthage, Jasper County, Missouri as requested by Bill Wilson was placed on first reading with no action taken.

During closing comments, Mr. Elliff thanked Public Works for their response to a call, Ms. Ensor welcomed Katie Fields, and Mr. Snow reported that the High School soccer team has started back up for the school year.

Mr. Snow made a motion, seconded by Mr. Armstrong, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 6:50 p.m.

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Dan Rife, Mayor

Miranda Deal, City Clerk