



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

December 12, 2022 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of November 14, 2022 Minutes
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and discuss new contract for website services
 2. Consider and discuss MOU between Carthage Water & Electric, City of Carthage, and the CEDC
 3. Consider and discuss 3% COLA for January 1, 2023
 4. Staff Reports
- 5. 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



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

November 14, 2022 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

OTHER COUNCIL MEMBERS:

STAFF PRESENT: City Administrator Greg Dagnan and City Clerk Miranda Deal

Chairman Snow called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of October 10, 2022 Minutes

ACTION: Motion to accept/approve item 2.1. by Mark Elliff
Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

NOES: None

ABSTAIN: None

3. Citizens Participation

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

4. New Business

1. Discuss the Carthage Water and Electric Certificates of Participation Series 2022

Chuck Bryant and Kelli Nugent were present to discuss the Certificates of Participation and answer any questions the committee might have.

Mr. Dagnan told the committee that no action will need to be taken on the documents in the packet since they haven't been approved by the CWEP Board. The only thing that the committee needed to approve was for Greg to sign a document saying it was ok for the Carthage Water and Electric Plant to payoff the COP's 2012 Series. The last payment would have been paid at the end of 2023, but CWEP has enough money to make that last payment of \$210,000 early.

Ms. Otero made a motion to approve the early payoff of the CWEP Certificates

of Payment 2012 Series. Motion Carried.

Mr. Elliff and Mr. Armstrong both questioned the amount that was being financed. The amount on some of the documents stated a \$14,185,000 number while the original amount approved by City Council was \$15,000,000. Chuck and Kelli got confirmation earlier in the day that the amount would be the \$15,000,000 and that the documents that have a different number were in the process of being corrected.

There will be a Resolution provided for the City Council meeting next Tuesday, following the CWEP Board meeting on Thursday November 17.

2. Staff Reports

Mr. Dagnan reported on the Golf Pro Shop operations. Tyler Markham was second in command out there and he has told Greg that the number one thing they need to work on getting as soon as possible is concessions. Drinks and snacks are a big thing for golfers who show up, he stated that the golf equipment in the pro shop is not a big deal right now because of it being winter, but that issue will need to be revisited soon to prepare for the spring weather. Tyler suggested that we buy a couple coolers and get it stocked with drink and also buy some snack foods to keep out at the Pro Shop, Mr. Dagnan believes the coolers are roughly \$2,000 a piece. Mr. Dagnan asked the committee for their approval to buy a few coolers along with drinks and snacks to start off with, a budget amendment can be done in the future to allocate those funds to the golf course. There were questions from the committee regarding the costs for these coolers and if RFP's could be done for the large purchases. It was suggested that the coolers and concession items be purchased as soon as possible without having to go through the lengthy RFP process.

The committee gave Mr. Dagnan permission to let the Pro Shop buy a couple coolers and concession items to get started and the rest will be determined later.

Mr. Snow asked what the plan was for the operations of the Golf Pro Shop. Mr. Dagnan stated that the City doesn't have to have a golf pro, but there are incentives to having one. If the City does have a pro, they will need to be incentivized to bring people to our golf course.

Ms. Deal gave a sales tax update, for the month of November the City received \$218,372.57. This amount is \$19,541.89 higher than this month last year. The Use Tax numbers came in at \$82,782.60, which was significantly higher than the previous month. She also gave an update on the Opengov training and what is coming up.

5. Adjournment

ACTION:	Motion to adjourn at 6:05 pm. by Ceri Otero Motion passed with a 4:0
AYES:	Alan Snow, Ceri Otero, Mark Elliff, David Armstrong
NOES:	None
ABSTAIN:	None

COUNCIL BILL NO. _____

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Master Service Agreement, and Statement of Work (SOW) for Apptegy Web Site Services, 2201 Brookwood Drive, Suite 115, Little Rock AR 72202.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, a Master Service Agreement, and Statement of Work (SOW) for Apptegy Web Site Services, 2201 Brookwood Drive, Suite 115, Little Rock AR 72202, 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.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Powering Your Online Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2022 we've partnered with more than 2,500 clients in all 50 states to build their website, custom mobile app, and notification system.

What Makes Us Different

1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need to have any programming knowledge** to update your city's website, app or notification system. Now promoting your success stories across all communication channels can be done right from your smartphone.

“

I have to tell you, this platform is GREAT. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the APP.

...

2 The User Experience for Your Community

Wherever your community interacts with you online, **they'll be able to engage with ease**. No more pinching or pulling to view your website on a smartphone or being redirected somewhere else from your app.

All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!

”

3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our clients. That commitment and our personal, fast and easy support has earned Apptegy an unheard of **99% client retention rate**.

Scope & Deliverables

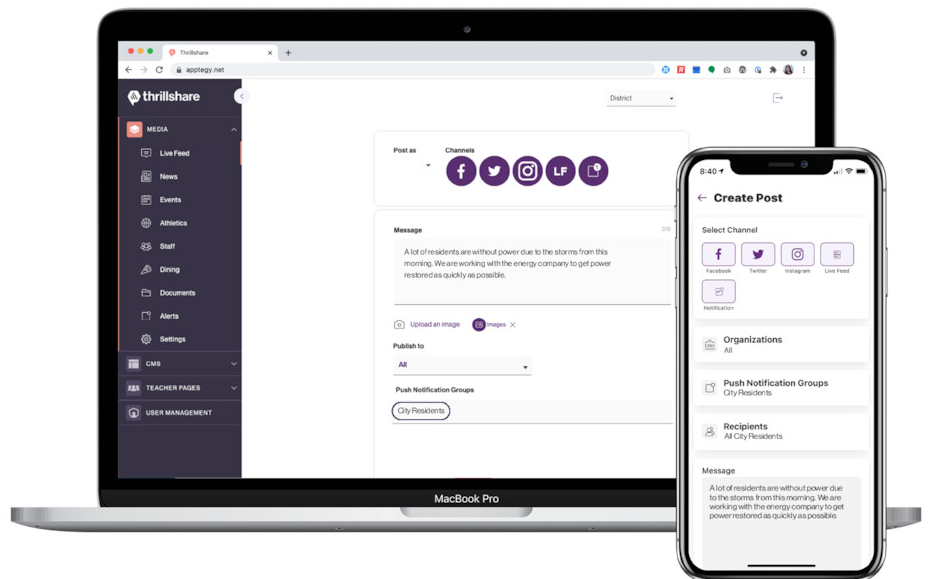
At Apptegy, we've developed the first publishing platform for school districts and municipalities, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

Publishing Platform

From the beginning, Thrillshare was designed to contain all of your communication channels in one place.

Built specifically for school districts and municipalities, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and notification system. Keeping information up-to-date is **as easy as it gets**, from the staff directory to your calendar and news.



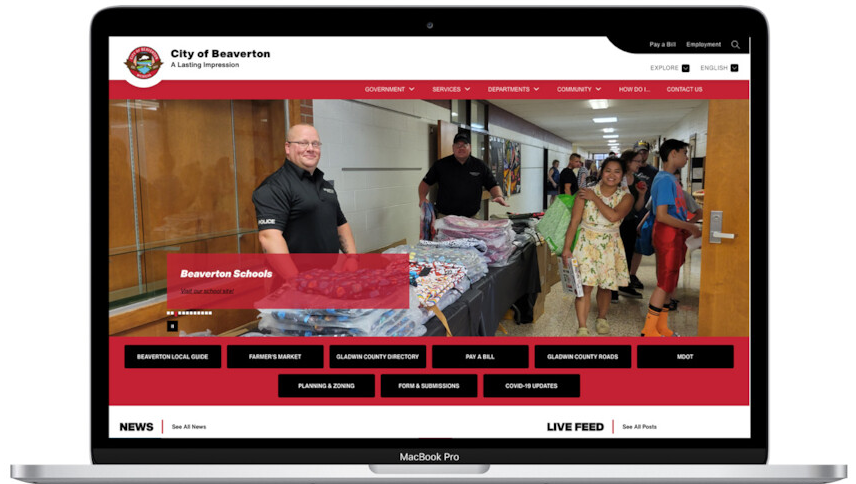
Mobile Apps

We build beautiful mobile apps for **Android and iPhone** that focus on what really matters: the user experience. A user experience that delights community members means they will continue to come back to the app for meaningful information.



Websites

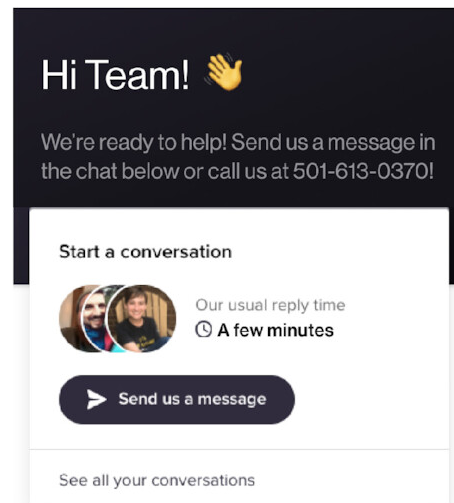
We will work with you to understand how you want your city's brand to come across by creating a new website. This gives you the opportunity to showcase what makes your city unique, while also allowing users to easily access information about your city. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



Transition & Support

We handle all of the heavy lifting including design, development, static content migration, training and ongoing support. Your own dedicated contacts at Apptegy during implementation and after launch make it an easy transition for your team.

With **unlimited training and prompt support**, every Thrillshare user will always have someone to assist with any questions that arise.



Response Time

Our average response time is 60 seconds, and most requests for support are closed within 30 minutes. Here are some ways to reach us:

- Live Chat (online)
- Phone
- Email

I. Estimated Transition Timeline

Kick-off

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.

II. Order Form

Client Name: City of Carthage, Missouri			
Address: 326 Grant Street, Carthage		Email: mayor.rife@carthagemo.gov	
Missouri 64836		Phone: 417-237-7000	
Description	Price	Qty	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps for the city *Billed one-time	\$9,500	1	\$9,500
App Development Discount (one-time) Discounting app development for agreement signed by 12/31/22	-\$4,750	1	-\$4,750
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~15,500 residents *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 3% annual increases after last year of initial purchased term (see Terms for more info)	\$7,750	1	\$7,750
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
Support, service, and training Included in Thrillshare cost	\$0	1	\$0
Static content migration Included in Thrillshare cost	\$0	1	\$0

III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$12,500.00
60 Days from signature	\$ 4,750
July 2023 "Client Start Date"	\$ 7,750
July 2024 (if renewed)	\$ 7,750
	*Subject to 3% increase for renewal

This Order Form and Master Services Agreement (collectively, the "**Agreement**") is entered into as of the date listed below between Apptegy, Inc. ("**Apptegy**"), and the client listed above ("**Client**"). This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("**MSA**"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

Client

By:  **SIGNATURE**
Dan Rife

Name: Dan Rife

Title: Mayor

Date:

Date

Apptegy, Inc.

By: 
2022-12-08 16:07:46 (PST)

Name: Ally Cantrell

Title: Sales Representative



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Schedule of Pricing**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly set out in the Client Addendum, and this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or additions to the terms and conditions of this Agreement must be set out in a separate written addendum to this Agreement confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Schedule of Pricing (collectively, "**Services**"). Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Schedule of Pricing. Upon execution of this Agreement, Apptegy will submit an initial invoice to Client for the first year of Services and for all other fees due upon execution. Apptegy will invoice all subsequent-year fees on or about the anniversary of the launch date for Client's Services (the "**Client Launch Date**"). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due in full upon execution of this Agreement, (ii) fees for use of the Services are payable in annual portions for each year of the Term as set out in the Schedule of Pricing, (iii) fees for use of the Services are subject to Three Percent (3%) annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Schedule of Pricing, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations.

4. Term. The term of this Agreement ("**Term**") will start on the date Apptegy receives an executed Agreement from Client and will terminate on the anniversary of the Client Launch Date that is after the number of years initially purchased by Client, as set out in the Schedule of Pricing, plus any renewal periods. This Agreement and its terms will automatically renew for successive, additional periods of one (1) year upon Client's payment of an invoice for such period. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current Term without cause, unless Client pays Apptegy all fees in full for all term years of the then-current Term, as set out in the Schedule of Pricing, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to the providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, and other related terms. By executing this Agreement, Client agrees that it has reviewed the Terms of Use and Privacy Policy and agrees to be bound by all terms and conditions therein.

6. Carrier Restrictions. Apptegy provides unlimited text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

7. TCPA/CTIA Compliance. Client is exclusively responsible for complying with applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who will be creating and sending communications on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

8. COPPA Notice and Compliance. If Client allows children under the age of thirteen (13) to use the Services, or if Client provides, or allows a User to provide, personal information about children under the age of thirteen (13) under or in connection with the Services, Client is exclusively responsible for complying with the Children's Online Privacy Protection Act, as it may be amended ("**COPPA**"), in connection with use of the Services by Client and Users under Client's account. Client consents to Apptegy's collection, use, and storage of personal information via the Services about or from children in accordance with this Agreement. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, and representatives who will be creating and sending communications on the methods and procedures. Apptegy may provide Client with materials and information about complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

Apptegy's Terms of Use and Privacy Policy, accessible as set out above, confirm that Apptegy may collect information about child users as a necessary part of providing the Services to Client (for example: contact information for communications sent via Media and Rooms, posts made on chat or messaging tools in Rooms, information included in assignments and other class content submitted in Rooms, as applicable). Except as required by applicable privacy laws, some or all of this information may not be private as to the individual child, parent, or guardian. For example, information shared by a User via the chat feature of Rooms will be visible to Client, as the party paying for and/or otherwise providing access to the Services to child users or others. In some circumstances, information provided by or about a child may be available or visible to other individual Users. For example, information about a child that is posted in the group messaging tool in the Child's Room may be visible to one or more other individual Users that are also authorized users for the same Room. Client warrants that Client has obtained and will maintain the required parent or guardian consent for Apptegy's collection, use, and disclosure of information for any children under the age of thirteen (13) with access to the Services. Client is exclusively responsible for obtaining all such consents. Apptegy will collect, use, and disclose such information in accordance with COPPA and the Privacy Policy.

9. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on Facebook or Twitter account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

10. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

11. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

12. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

13. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.



COUNCIL BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CARTHAGE ECONOMIC DEVELOPMENT CORPORATION AND THE CARTHAGE WATER AND ELECTRIC PLANT TO AGREE UPON GENERAL TERMS AND COMMIT TO THE FINANCIAL TERMS OF THE AGREEMENT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER

COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage a Memorandum of Understanding between the City of Carthage, the Carthage Economic Development Corporation, and the Carthage Water and Electric Plant to agree upon the general and financial terms of the MOU.

SECTION II: That all ordinances or parts of ordinances therefore enacted, which are in conflict herewith, are hereby repealed.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways and Means

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on _____, 2023 (the "Effective Date"), by and between:

The City of Carthage located at 326 Grant St, Carthage, Missouri 64836.

The Carthage Economic Development Corporation located at 627 W. Centennial, Carthage, Missouri 64836.

The Carthage Water and Electric Plant located at 627 W. Centennial, Carthage, Missouri 64836.

1. **MISSION**

This partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To position Carthage as an inclusive and welcoming community of choice that attracts and supports a diverse workforce and economy.

2. **PURPOSE AND SCOPE**

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future agreements being considered by the Parties and which may be related to an economic development partnership.

3. **OBJECTIVES**

The Carthage Economic Development Corporation and their economic development director will be the lead agency for economic development in Carthage, Missouri. The parties intend to work together to retain, expand, and attract businesses that contribute to the overall economic growth, diversification, and resiliency of the region. Funding for the economic director position will be created through a partnership between the City of Carthage and the Carthage Water and Electric Plant. The objectives of the Board of Directors of the Carthage Economic Development Corporation and their economic development director will be to implement the goals and priorities described in the strategic plan proposed and adopted by the Adv Advantage Consulting group. These objectives are summarized below:

- Alignment/Regionalism
- Readiness
- Marketing/Differentiation

4. **EVALUATION**

The board of the Carthage Economic Development Corporation will evaluate this program and the Economic Development Director, at least quarterly. This evaluation will be shared

with management representatives of the City of Carthage and of the Carthage Water and Electric plant. This program evaluation will be based upon the milestones set forth in the adopted City consulting strategic plan that includes the three core pillars listed above, but further details eight focus areas, 22 strategies, and 81 unique tactics.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. 45 days notice, provided in writing, should be sent to all Parties if any Party decides to disengage from the terms of this MOU.

The City of Carthage will provide full support and guidance to the economic development director and this economic development program. The City of Carthage will contribute \$70,000 to the Carthage Economic Development Corporation to be designated for this program. This payment will consist of one lump sum provided to the Carthage Economic Development Corporation before August 31st of each year.

The Carthage Water and Electric Plant will provide full support and guidance to the economic development director and this economic development program. The Carthage Water and Electric Plant will contribute \$70,000 to the Carthage Economic Development Corporation to be designated for this program. Additionally, the Carthage Water and Electric Plant will provide payroll services, employee benefits, office space and office support for the economic development director as agreed between the Carthage Water and Electric Plant and the Carthage Economic Development Corporation. See the attached employment contract.

Carthage Economic Development Corporation shall regularly update officials from the City of Carthage and the Carthage Water and Electric Plant by appearing at City Council Meetings/Board of Director Meetings at least quarterly to describe the progress of the program and list strategic plan milestones met.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 3 years from the effective date and may be extended upon the written mutual agreement of both Parties.

6. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this memorandum the affected Party shall immediately provide written notice to the other Parties to establish a date for resolution of the matter.

7. **NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

8. **AUTHORIZATION AND EXECUTION**

The signing of this Memorandum does not constitute a formal undertaking, and as such, it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by City of Carthage, The Carthage Economic Development Corporation, and Carthage Water and Electric, and shall be effective for three years as of the date first written above.

(First Party Signature)
City of Carthage
326 Grant St
Carthage, Missouri
64836

(Date)

(Second Party Signature)
Carthage Economic Development Corporation
627 W Centennial Ave
Carthage, Missouri
64836

(Date)

(Third Party Signature)
Carthage Water and Electric Plant
627 W Centennial Ave
Carthage, Missouri
64836

(Date)

Conditional Offer of Employment

Applicant: Jeff Meredith
Position: CEDC Economic Development Director

Dear Jeff,

It is with great pleasure that Carthage Economic Development Corporation (CEDC) offers you the position of Carthage Economic Development Corporation Economic Development Director.

This position includes the following salary/benefits:

- Full-time, exempt position that is not eligible for overtime
- Any and all future modifications in salary, including but not limited to cost-of-living adjustments, to be made under the sole discretion of the CEDC Board and independent of other CEDC positions.
- Benefits will coincide with the benefit package available to all CWEP employees (including but not limited to health insurance, pension, vacation, paid holidays, etc.)
- CEDC will provide employee with a cell phone
- CEDC will reimburse employee for any relocation expenses, up to \$3,000 in total
- CEDC will provide the following through arrangement with CWEP:
 - Office space
 - Office furnishings
 - Laptop or desktop computer
 - Internet access
 - Use of office equipment, such as printers, scanners, etc.

Additional conditions of employment:

- Applicant is subject to CWEP hiring practices, which includes a background check and worker's compensation claim history inquiry.
- Employee will report directly to the CEDC Board.
- Employee will pay for necessary expenses out of employee's own funds and will submit expense reports with itemized receipts to the CEDC for reimbursement. CEDC will reimburse employee at least monthly, subject to approval of the CEDC President and CEDC Treasurer.
- Employee is required to report to City Council and CWEP Board in a manner and timing to be determined by CEDC Board.
- The Ady Strategic Plan will be the basis of employee's work program and evaluation.
- Employee will coordinate activities with the CEDC President.

This offer of employment is contingent upon the Applicant's acknowledgement and successful completion of the foregoing job conditions and may be revoked by CEDC at any time before the hiring process is complete. If hired, Applicant's employment with CEDC is considered at will, meaning either CEDC or the employee may terminate the employment relationship at any time with or without notice or cause.

By signing below, I acknowledge that I have read, understand, and agree to the above criteria pertaining to the job offer I am receiving from CEDC. I understand that any misrepresentation in the hiring process may result in not being hired or being terminated post-hire. I declare that the information I have provided during the hiring process is true and accurate and I accept the conditional job offer as presented.

Applicant Signature

Date