



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

July 8, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of June 24, 2024, Minutes
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and Discuss expenses for Economic Development Park
 2. Consider and Discuss budget amendment for fiscal year 2023-2024
 3. Discuss current contract with Vision Carthage
 4. Discuss current contract with the Carthage Chamber of Commerce
 5. 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

SPECIAL BUDGET WAYS & MEANS COMMITTEE

June 24, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow, Terri Heckmaster, Dustin Edge, Christopher Taylor

OTHER COUNCIL MEMBERS:

STAFF PRESENT: Acting City Administrator Traci Cox, Admin Assistant Dorothy Weber, Director of Tourism Jen Kirby, Parks Director Abi Almandinger and IT director Michael Keith.

Chairman Snow called the meeting to order at 5:30 PM

2. Old Business

1. Approval of May 22, 2024 Minutes

ACTION: Motion to Approve May 22, 2024 Minutes by Chris Taylor
Motion passed with a 4:0

AYES: Chris Taylor, Terri Heckmaster, Dustin Edge, Alan Snow

NOES: None

ABSTAIN: None

3. Citizens Participation

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

4. New Business

1. Budget Perfection

Ms. Cox presented the budget. She spoke about seasonal employees and carry-over capital projects. She gave a brief explanation about the reserve funds. Ms. Cox then stated that the Carthage citizens will have access to the budget on the City's website. Mr. Snow asked if all departments had reserve funds and Ms. Cox stated that only the general fund has reserve funds.

ACTION: Motion to Forward Budget to Council by Terri Heckmaster
Motion passed with a 4:0

AYES: Terri Heckmaster, Chris Taylor, Dustin Edge, Alan Snow

NOES: None

ABSTAIN: None

2. Consider and Discuss Budget Adjustment for Golf and Civic Enhancement
Ms. Cox discussed the budget adjustments for Golf and Civic Enhancement. She stated that funds were needed for fuel for golf carts and that donation revenues needed to be moved to Civic Enhancement.

ACTION: Motion to forward to Council by Dustin Edge

Motion passed with a 4:0

AYES: Dustin Edge, Terri Heckmaster, Alan Snow, Chris Taylor

NOES: None

ABSTAIN: None

3. Staff Reports

Ms. Cox stated that the budget has been perfected. She then stated that the sales tax revenue is \$12,000 under budget but that the use tax is higher than anticipated. Ms. Cox then stated that the signers on the downtown sidewalk grant have been changed. Mr. Snow asked Mrs. Almandinger if she could get a number on how many children participated in this year's Little League. Mr. Snow stated that all outside agency contracts will be forwarded as they exist, and future conversations can be had if the agencies would like changes or revisions. Mr. Snow asked Ms. Cox for the total amount for the tornado clean-up. Ms. Cox stated that there will be a 10% increase in insurance costs and that the work comp went down. She also stated that retirement went up 1%. Mr. Snow then asked if the health fair was in the 2024-2025 budget and Ms. Cox stated that it is.

5. Adjournment

ACTION:	Motion to adjourn by Alan Snow at 5:52
	Motion passed with a 4:0
AYES:	Chris Taylor, Dustin Edge, Terri Heckmaster, Alan Snow
NOES:	None
ABSTAIN:	None

COUNCIL BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE FOR FISCAL YEAR 2023 - 2024 FOR SPECIFIED FUNDS (GENERAL FUND, GOLF FUND, CIVIC ENHANCEMENT FUND, PUBLIC SAFETY FUND, CAPITAL IMPROVEMENTS FUND, PUBLIC HEALTH FUND, AND ARPA FUND).

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

SECTION I: The City of Carthage's 2023 - 2024 Annual Operating and Capital Budget for the **General Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- a.) the **Police Department**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$45,000.00 to the Capital Outlay line item for the purchase of a new police car; and
- b.) the **Street Department**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$245,000.00 to the Capital Outlay line item (\$45,000 for a new truck and \$200,000 for the West Chestnut Culvert Replacement); and
- c.) the **Memorial Hall Department**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$19,039.00 to the Capital Outlay line item for lighting improvements; and
- d.) the **Parks Department**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$41,000.00 to the Capital Outlay line item for the tree inventory project; and
- e.) the **Central Municipal Activities**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$85,000.00 to the Professional fees line item, \$64,045.00 to the Utilities/P.I.L.O.T line item, and \$752,670.00 to the transfers to other funds line item for additional use tax; and
- f.) the **Fire Department**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$17,828.00 to the Capital Outlay line item for the replacement of a storm siren; and

SECTION II: The City of Carthage's 2023 - 2024 Annual Operating and Capital Budget for the **Golf Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- An amount not to exceed \$5,000.00 to the Maintenance line item for grass seed due to winter kill; and
- An amount not to exceed \$6,000.00 to the Gasoline line item due to increased cart rentals; and
- An amount not to exceed \$50,000.00 to the Retail Inventory line item; and

- An amount not to exceed \$12,500.00 to the Capital line item for a well pump; and

SECTION III: The City of Carthage's 2023 - 2024 Annual Operating and Capital Budget for the **Civic Enhancement Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- An amount not to exceed \$5,454.00 to the Supplies line item for Little League equipment; and

SECTION IV: The City of Carthage's 2023 -2024 Annual Operating and Capital Budget for the **Public Safety Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- An amount not to exceed \$34,975.00 to the General Tools & Supplies - Police line item (\$4,000.00 for 2024 ODET dues, \$2,000.00 for FTO Software, and \$28,975.00 for Toughbooks); and
- An amount not to exceed \$23,805.00 to the Safety Equipment line item for various safety equipment for the Police Department; and
- An amount not to exceed \$2,362.00 to the General Tools & Supplies – Fire line item for rope and water rescue gear; and

SECTION V: The City of Carthage's 2023 -2024 Annual Operating and Capital Budget for the **Capital Improvements Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- An amount not to exceed \$206,967.00 to the Casualty Insurance Activities line item for storm damage clean-up; and

SECTION VI: The City of Carthage's 2023 -2024 Annual Operating and Capital Budget for the **Public Health Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- An amount not to exceed \$11,000.00 to the Capital Outlay line item for a roof repair damaged in storms; and

SECTION VII: The City of Carthage's 2023 -2024 Annual Operating and Capital Budget for the **ARPA Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- An amount not to exceed \$43,457.00 to the Capital Outlay line item, (\$17,673.00 as a carry-over from Fiscal Year 2023 for the City Hall Door Access Project, and \$25,784.00 for Cleargov budgeting software); and
- An amount not to exceed \$3,947.00 to the Capital Outlay – Police line item, as a carry-over from Fiscal Year 2023 for the Police Take Home Vehicle Project; and
- An amount not to exceed \$7,750.00 to the Capital Outlay – Parks line item, as a carry-over from Fiscal Year 2023 for the new website fees; and

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

COUNCIL BILL NO. 23-32

ORDINANCE NO. 23-38

An Ordinance authorizing the Mayor to enter into a three-year contract with Vision Carthage for Specified Services in the City of Carthage, from July 1, 2023 to June 30, 2026, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract for Services with Vision Carthage from July 1, 2023 to June 30, 2026 in the amount not to exceed (\$25,000) Twenty-Five Thousand and 00/100 dollars, with a 3% increase each year, 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 23rd DAY OF MAY, 2023.



Dan Rife, Mayor

ATTEST:



Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

AGREEMENT
by and between
THE CITY OF CARTHAGE, MISSOURI
and
VISION CARTHAGE

This Agreement, made and entered into this _____ day of _____, 2023, is by and between Vision Carthage, (“Vision”) and the City of Carthage, Missouri (“City”).

WITNESSETH:

WHEREAS, Vision has undertaken many projects for the benefit of the City of Carthage, its businesses, and its citizens; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the City to compensate Vision Carthage for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Vision Carthage agree as follows:

I. SCOPE OF SERVICES

Vision Carthage will provide the following services:

- a. \$5,000 – Administer and coordinate the Restoration Carthage workday. To assist homeowners with minor exterior repairs, general clean up, and landscaping on Central Avenue. Well-maintained neighborhoods increase community pride.
- b. \$2,000 – Write, edit and produce a Downtown Guide showcasing the over 85 unique businesses we have in our Downtown District. Designed to create foot traffic, awareness and desire for residents and locals to frequent Downtown. Sustaining our downtown small-businesses and generating sales tax revenue.
- c. \$5,000 – Coordinate media coverage for the Downtown District, through multiple media outlets, including digital. Increasing awareness of the Downtown District for patrons as well as potential business owners/entrepreneurs. This highlights our local small businesses and should generate sales tax revenue.
- d. \$1,500 – Coordinate Treats on the Square. The City will be a Sponsor of Treats on the Square. This includes the City logo on all printed materials and social media campaigns. Treats on the Square provides an opportunity to showcase our Downtown District.
- e. \$1,500 – Coordinate Hometown Holidays. The City will be a Sponsor of Hometown Holidays. This includes the City logo on all printed materials and social media campaigns. Hometown Holidays provides an opportunity to invite residents and nearby visitors to spend time in the Downtown District and encourage them to eat, shop and stay in Carthage –with a goal of increasing sales for business owners and sales tax revenue for the City.
- f. \$7,000 – Administer and maintain Downtown Art. Coordinate with local artists on the creation of murals and refreshing of Ghost Signs (faded façade ads) to create a vibrant downtown

and increasing foot traffic to the district. Downtown Art will inspire a destination for residents and tourists alike.

- g. \$1,000 – Coordinate and maintain planting days within the Downtown District and throughout the city. A well-maintained Downtown District builds community pride.
- h. \$2,000 – Coordinate and maintain a Downtown Building Inventory to best market available spaces within the District. Working with key partners. Writing letters of support with community partners and potential business owners to secure funding to invest in Carthage.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2023 to June 30, 2026.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Vision for the Services as outlined in Section I in twelve (12) equal, monthly installments for a total of \$25,000 for FY23-24, payable beginning July 1. The contract fee to Vision Carthage will increase 3% per year until termination or until June 30, 2026. The estimated 2024 contract will be \$25,750 and FY 2025 will be \$26,552.

IV. UPDATES AND REVIEW PROCESS

Vision Carthage will meet with the City Council quarterly to review the progress of the efforts of Vision Carthage. They will review the scope of work, goals for next quarter, and review any reports Vision Carthage. The City Council may request information or a report at any time. Vision Carthage shall provide the requested information or report within thirty (30) days.

V. REPRESENTATION ON BOARD

The Vision Carthage Board of Directors oversee the operation of Vision Carthage, and the City will possess one non-voting liaison position on the Board.

VI. CHANGES

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. Vision Carthage shall make any and all changes in the work without invalidating this Contract when specifically required to do so in writing by the prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

VII. ACCOUNTING

During the period of this Contract, Vision Carthage shall maintain books of accounts of its expenses and charges in connection with this contract in accordance with generally

accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Vision Carthage.

VIII. ENTIRE AGREEMENT

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IX. TRANSFERABILITY

Neither City nor Vision Carthage shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

X. SEVERABILITY

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

XI. THIRD PARTY RIGHTS

Nothing in this contract is intended to benefit any third party not a party to this contract, and no provision of this contract shall confer any rights upon any such third party.

XII. INDEPENDENT CONTRACTOR

Vision Carthage is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

XIII. TERMINATION OF CONTRACT

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City shall have the right to terminate this Agreement in the event that Vision Carthage is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation within thirty (30) working days after receipt of a written Notice of Default, unless a longer time is agreed upon by both parties in writing,

In case the default is not cured or remedied within thirty (30) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. In the event of termination, Vision Carthage shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Vision Carthage shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

If neither party terminates this contract, it shall automatically terminate and expire three years from the date of the execution of this contract. Either party may terminate this agreement according to the terms of this contract.

XIV. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836

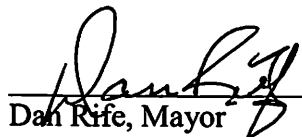
Notice to Vision Carthage shall be addressed to:

Executive Director
Vision Carthage
221 W. 4th Street, Suite 15
Carthage, MO 64836

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF CARTHAGE, MISSOURI

VISION CARTHAGE



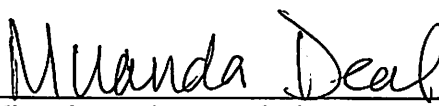
Dan Rife, Mayor

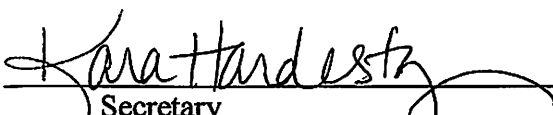


Lora Phelps, Board President

ATTEST:

ATTEST:


Miranda Deal, *City Clerk*


Secretary

COUNCIL BILL NO. 23-31

ORDINANCE NO. 23-37

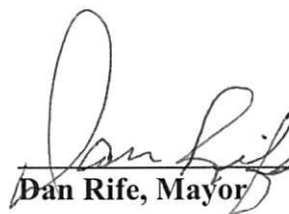
An Ordinance authorizing the Mayor to enter into a three-year contract with the Carthage Chamber of Commerce for Specified Services in the City of Carthage, from July 1, 2023 to June 30, 2026, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract for Services with the Carthage Chamber of Commerce for Services from July 1, 2023 to June 30, 2026 in the amount of Thirty-Seven Thousand Seven Hundred Fifty dollars and 00/100, with a 3% increase each year, 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 23rd DAY OF MAY, 2023.



Dan Rife, Mayor

ATTEST:



Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

AGREEMENT
by and between
THE CITY OF CARTHAGE, MISSOURI
and
THE CARTHAGE CHAMBER OF COMMERCE

This Agreement, made and entered into this 1 day of July, 2023, is by and between Carthage Chamber of Commerce, ("Chamber"), and the City of Carthage, Missouri ("City").

WITNESSETH:

WHEREAS, the Carthage Chamber of Commerce has undertaken many projects for the benefit of the City of Carthage, its businesses, and its citizens; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of commerce within and surrounding the City, to compensate the Chamber for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Chamber agree as follows:

I. SCOPE OF SERVICES

The Chamber will provide the following services:

- a. \$2,500 – This City will be a Presenting Sponsor at the Carthage Chamber of Commerce Annual Banquet. This includes the yearly presentation of the City of Carthage, "Excellence in Industry Award" and 10 tickets to the Annual Banquet.
- b. \$400 – Booth Representation at the Annual Biz Expo, may be used for any department the City of Carthage deems necessary, i.e. parks, tourism, etc.
- c. \$500 – Golf Team Registration to the Annual Golf Scramble. This includes one, four person team.
- d. \$1,500 – Premier Sponsor Chamber Coffee Series, with the opportunity to host a Chamber Coffee. The City logo will displayed at all Chamber Coffee events.
- e. \$1,500- The City will be a presenting Sponsor of the Carthage Area Young Professionals Group & Leadership Carthage.
- f. \$4,000 – The City will be a Presenting Sponsor of the Maple Leaf Festival. This includes the City logo present on all signage affiliated with Maple Leaf and the opportunity to have a float in the annual parade.

- g. \$3,000 – City of Carthage Relocation Guide, (brochures printed yearly to be distributed to new residents and potential new residents. Available online, and key locations, approx. 4,000 printed) the City logo to appear on all publications.
- h. \$5,000 – Media outreach, and appearances promoting businesses in Carthage and the City of Carthage, includes, TV, radio, newspaper print and any other media outlets.
- i. \$4,700 – Administrative business enhancement and enrichment classes for members to attend to keep their businesses successful while driving customers into their doors. Creation of Chamber Gift Certificates to keep dollars local that supports the local sales tax base. Collaborating with other groups & organizations to promote Carthage and attract visitors while providing value to our current residents. Writing letters of support for business expansions, along with new business prospects to secure funding to invest in Carthage.
- j. \$1,150 – Successful social media, website, and other outside media avenues to promote Carthage and the business community, i.e., MAKO, US Chamber, Missouri Chamber, Chamber Institute, and all legislative events both locally, state, and nationally.
- k. Will provide office space for the City tourism director. This agreement for office space includes:

Rent - \$792 monthly (\$9,504 yr.)

Rent includes access to a private office, a copier, telephone, fax machine, internet, kitchen, restroom, brochure display, use of the conference room, utilities, parking, and janitorial services. If additional City staff is to be required to be housed in the Chamber office, this contract is subject to review.

Personnel- \$333 monthly (\$3,996 yr.), ¼ time use of office assistant who will answer designated tourism phone lines, greet tourism visitors and assist with tourism needs when Tourism Director is unavailable.

II. **TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be from July 1, 2023 to June 30, 2026.

III. **COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate Carthage Chamber of Commerce for the Services as outlined in Section I in twelve (12) equal, monthly installments for a total of \$37,750 for FY23-24, payable beginning July 1. The contract fee to the Chamber will increase 3% per year until termination or until June 30, 2026. The estimated 2024 contract will be \$38,882 and 2025 will be \$40,048.

IV. **UPDATES AND REVIEW PROCESS**

Carthage Chamber of Commerce will meet with the City Council quarterly to review the progress of the efforts of Carthage Chamber of Commerce. They will review the scope of work, goals for next quarter, and review any reports Carthage Chamber of Commerce may provide. The City Council may request information or a report at any time. Carthage Chamber of Commerce shall provide the requested information or report within thirty (30) days.

V. REPRESENTATION ON BOARD

Carthage Chamber of Commerce's Board of Directors oversee the operation of Carthage Chamber of Commerce, and the City will possess one non-voting liaison position on the Board.

VI. CHANGES

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. Carthage Chamber of Commerce shall make any and all changes in the Work without invalidating this Contract when specifically required to do so in writing by the City. Carthage Chamber of Commerce, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

VII. ACCOUNTING

During the period of this Contract, the Chamber shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Carthage Chamber.

VIII. ENTIRE AGREEMENT

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IX. TRANSFERABILITY

Neither City nor Chamber shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract.

X. SEVERABILITY

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

XI. THIRD PARTY RIGHTS

Nothing in this Contract is intended to benefit any third party not a party to this Contract, and no provision of this Contract shall confer any rights upon any such third party.

XII. INDEPENDENT CONTRACTOR

Carthage Chamber of Commerce is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

XIII. TERMINATION OF CONTRACT

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City shall have the right to terminate this Agreement in the event that Carthage Chamber of Commerce is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation within thirty (30) working days after receipt of a written Notice of Default, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within thirty (30) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. In the event of termination, Carthage Chamber of Commerce shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Carthage Chamber of Commerce shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

If neither party terminates this contract, it shall automatically terminate and expire three years from the date of the execution of this contract. Either party may terminate this agreement according to the terms of this contract.

XIV. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

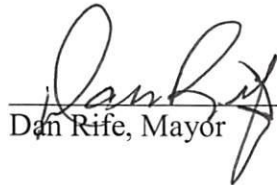
Notice to the City shall be addressed to:

City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836

Notice to Carthage Chamber of Commerce shall be addressed to:
Executive Director
Carthage Chamber of Commerce
402 S. Garrison
Carthage, MO 64836

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF CARTHAGE, MISSOURI



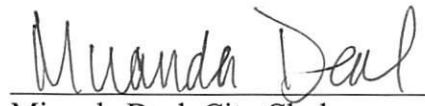
Dan Rife, Mayor

CARTHAGE CHAMBER OF COMMERCE INC.



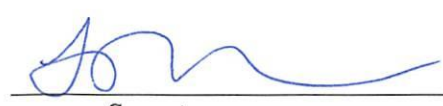
Jenny Brust, Board President

ATTEST:



Miranda Deal, City Clerk

ATTEST:



Secretary