



City of Carthage, Missouri

CITY COUNCIL

August 13, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of July 23, 2024 Minutes
6. **Presentations/Proclamations**
 1. Zoom call with Chris Harder with Placer.ai
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**
 1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
 1. Agendas and Minutes of Special Committees
10. **Report of the Mayor**
11. **Reports/Remarks of Councilmembers**

(During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council.)
12. **Administrative Reports**
 1. Financial Reports
13. **Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Old Business**
 1. C.B. 24-38 -- An Ordinance authorizing the Mayor to enter into an Agreement between the City of Carthage, Missouri and Placer Labs, Inc. for the use of an advanced location analytics platform to provide visibility and accurate, actionable

insights into consumer demand for any location, with reporting that includes visit trends.

2. C.B. 24-39 -- An Ordinance authorizing the Mayor to enter into an amended contract with the Carthage Chamber of Commerce for Specified Services in the City of Carthage, from July 1, 2024 to June 30, 2026, in the City of Carthage, Missouri.
3. C.B. 24-40 -- An Ordinance to amend Section 2-498. Composition; Appointment, of the Code of Carthage.

16. New Business

1. C.B. 24-41 -- An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.
2. C.B. 24-42 -- An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and Allied Services, LLC., D/B/A Republic Services of Galena of 1715 East Front Street, Galena, KS 66739, for collection, removal and disposal of residential and commercial solid waste commencing October 1, 2024, and terminating September 30, 2029.
3. C.B. 24-43 -- An Ordinance levying general taxes upon real property located within the City of Carthage, Jasper County, Missouri for the year 2024, for General Revenue purposes and other purposes, and fixing the rates thereof.
4. Consider and discuss a new hearing date for the impeachment hearing
5. Consider and discuss the hiring of a hearing officer and court reporter for the impeachment hearing

17. Executive Session

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (3), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS HIRING, FIRING, DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES BY A PUBLIC GOVERNMENTAL BODY WHEN PERSONAL INFORMATION ABOUT THE EMPLOYEE IS DISCUSSED OR RECORDED.

18. Mayor's Appointments

1. Fire Chief
2. Planning, Zoning and Historic Preservation Committee

19. Resolutions

1. Resolution 2047 -- A Resolution of the City Council of the City of Carthage, Missouri adopting a Vision Zero Safety Action Plan for the City and declaring a commitment to maintaining zero roadway fatalities and serious injuries within the City limits by June 2035
2. Resolution 2048 -- A Resolution authorizing a supplemental budget adjustment to the Use Tax Fund for Fiscal Year 2024-2025 for a line item adjustment to the Capital Outlay-Parks line item

3. Resolution 2049 -- A Resolution authorizing a supplemental budget adjustment to the General Revenue Fund for Fiscal Year 2024-2025 for a line item adjustment to the Central Municipal Activities Professional Services Line Item
4. Resolution 2050 -- A Resolution of the City of Carthage, Missouri, stating intent to seek funding through the Community Development Block Grant Program and authorizing the Mayor to pursue activities in an attempt to secure funding

20. Closing Comments

21. Executive Session

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (1), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEGAL ACTIONS, CAUSES OF ACTION OR LITIGATION INVOLVING A PUBLIC GOVERNMENTAL BODY OR ITS REPRESENTATIVES AND ITS ATTORNEYS.
2. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

22. Adjournment

1. Additional Packet Correspondence

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

CITY COUNCIL

July 23, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

To hear the full comments and discussions, please refer to the recorded Youtube video of this meeting at the 1:38:00 mark.

<https://www.youtube.com/watch?v=68OWKAtGo5s>

The Carthage City Council met in regular session on the above date in Council Chambers at 06:30 PM with Mayor Dan Rife presiding. Deputy Fire Chief Jason Martin gave the invocation. Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Chris Taylor, Derek Peterson, Lori Leece, Terri Heckmaster, Dustin Edge, Alan Snow, Tom Barlow, Tiffany Cossey, and Jana Schramm. Interim City Administrator Traci Cox and City Attorney Jon Gold were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Deputy Fire Chief Jason Martin, Parks & Recreation Director Abi Almandinger, and City Clerk Miranda Deal.

Ms. Cossey made a motion, seconded by Mr. Snow to approve the minutes of the July 9, 2024 Council Meeting with the following amendments. Ms. Cossey asked for the minutes to be changed to remove Kirk Friesen's name and address since he did not introduce himself properly and change it to merchant of hate Carthage, Missouri. She also wants the last sentence of his commentary be removed since he did not ask the question that was in the minutes. She also asked for it to be reflected in the minutes that he identified himself as the anonymous poster and the one who is responsible for the Facebook page what's happening in Carthage City Council. Motion carried.

Mayor Rife presented the Marian days proclamation for the 45th anniversary of the event.

Prior to the council comments, Mayor Rife made a statement and said that citizens participation is meant to be a time to bring up items on the agenda and city business, there is to be no personal attacks against anyone.

During Citizen's Participation, Bill Scheerer, 422 E. 13th Street, spoke on the Paul Martin bills and said that he hopes the Mayor vetoes the bill approving the additional money.

Misty White, 1647 S. Garrison, lead the council through a prayer. She asked everyone to reflect on their actions and look to the Bible and their conscious to make decisions.

Gina Banks, 2045 Marigold, said she has been watching the meetings and sees good people being terrible to other good people. She chose to help with the recall and while out getting signatures, people had told her that they had been watching and were aware of what has been happening.

Regina Wells, 2026 S Maple, voiced her concerns about the fast drivers that go down her street. She is concerned about the children on her block and them waiting for the school bus next month after school starts. She stated that Ms. Deal advised her to go to the next Public Safety meeting. She is also concerned about a large tree at the corner of Maple and Fairview that blocks the view of oncoming traffic. She asked that the storm sirens be tested again because she has not heard them go off in her neighborhood.

Karen Trotter, 615 Euclid, stated that she has attended all of the recent meetings that she could the last few weeks and encouraged everyone to attend. She respectfully disagreed with a statement that was in a court filing for the impeachment that said we needed to get out city back to work. Work is getting done, she hopes the council will drop the impeachment and keep getting work done.

Kathleen Gilpin, owner of Kate's bakery on the southwest corner of the square, thanked Ms. Cossey for all of the work she is doing for the City. She may be brash, but she can take things back. She hopes she keeps doing the work she has been doing.

Mr. Snow reported that the Budget Ways and Means Committee met tonight in a special meeting. They reviewed the budget amendment for the previous fiscal year and the new year. This appears in Council Bill 24-37. The next meeting is scheduled for August 12 at 5:30.

Ms. Cossey reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. They approved the new job description for the Tourism Director and tabled the mechanic job description. The next meeting is scheduled for August 13 at 5:30.

Ms. Heckmaster reported that the Public Safety Committee met on July 15. The committee heard from Michael Hendrix with Cruisin Main, he would like to do events on the square on August 30 and October 11. There would be vendors at future events, but not at the first one. He would like to get the businesses on the square involved as well. Ms. Heckmaster made a motion, seconded by Mr. Snow to close the square on August 30 and October 11 from 5:30-9 pm and allow cars to back into the parking spaces. Motion carried. Holly Williams was present to discuss a noise complaint with a neighboring church. There have been citations issued and the court date for those will be in September. Eddie Grundy with Carthage Hardware was present to discuss a cars and coffee event he would like to have. He would like to start having cars brought up the square and give out free cups of coffee. Cars will park on the interior side of the square and park normally. These events will be from 8-10 am on the last Saturday's of the month. The committee also discussed the Marian days resolution that is on the agenda as Resolution 2045. The committee also heard from the fire department and the political sign near station 2 is not on city property, the brush truck will be picked up soon, the new fire engine should be here in August, and the new hire for the fire department will be hired after the new chief is chosen. The police department car replacement that was 1.5 years past due has been received, another that was damaged in a wreck was replaced last week and 6 new ones budgeted for have been ordered. The next meeting is scheduled for August 19 at 5:30.

Mr. Edge reported the Public Services Committee met on July 16. The committee considered a pup walk and pet show for September 21 in Central Park. This will benefit the Mary Kay Ash Foundation. Mr. Edge made a motion, seconded by Ms. Heckmaster to allow the use of Central Park on September 21 from 9-11:30 am and to also allow food trucks. Motion carried. They discussed a Soles 4 Paws 5K run and 1M dog/cat-walk. The event will benefit the

Carthage Humane Society and it will follow the same path as the Fourth of July 5K, no closures are needed. Mr. Edge made a motion, seconded by Ms. Cossey, to allow the use of Municipal park south of the Rock Stadium from 1:30-6 pm on November 17 for the event. Motion carried. They also discussed a request from the Bridge Carthage who would like to have their Rallye in the Park event on September 15 in Central Park. There will be a 5K, obstacle run, church service, lunch, car show, and inflatables. Mr. Edge made a motion, seconded by Ms. Leece, to allow the use of Central Park on September 15 from 6:30 am – 4:30 pm for the Rallye in the Park event. Motion carried. The plans for the new aquatic center were reviewed and the committee asked Ms. Almandinger to attend the next McCune Brooks Trust meeting to ask for the funds. Placer AI was reviewed and forwarded the council as council bill 24-38. The DMO and the MOU for the tourism money were reviewed and forwarded, they appear in council bills 24-35 and 24-36. The next meeting is scheduled for August 20 at 5:30.

Mr. Taylor reported that the Public Works Committee is between meetings with the next meeting scheduled for August 6.

Special Committee and Board Liaison reports were given by Ms. Leece for the Carthage Water and Electric Board, Ms. Heckmaster for Planning and Zoning, Mr. Edge for Vision Carthage, and Mr. Snow for the City Administrator and Fire Chief Hiring Committees.

Mayor Rife reported on the hiring committee meetings, he was sad to have missed the friendship dinner and looks forward to Marian Days. He also said that he had met with a few council members to try and get issues resolved and get back to work. He met with a few key people prior to his recent appointment to demonstrate the desire to work together. The City needs its leaders to do the work that is required. Sales tax is down, visits to town are down, people are reluctant to come to a city that is in turmoil. The money being spent on legal fees could be spent on getting the city back up and running. The City has a great staff that knows their jobs and can continue doing great things for the city if they weren't being forced to spend time and track things down for the Council battles. Spending taxpayer dollars does nothing to benefit the citizens of Carthage.

During Remarks from Council Members, Ms. Cossey made a motion, seconded by Mr. Snow to amend the agenda to move up item 8 under new business, discussing articles of impeachment, to immediately after administrative reports. Motion carried. She also thanked Ms. Gilpin for her kind words, she admitted that she was harsh to Ms. Leece and then apologized at the next meeting. She also addressed Mrs. Wells concerns and Mr. Scheerer's comments. Mr. Snow stated that the Cruisin Main is a good event and has had success in Webb City and the coffee and cars events. He also addressed the Mayor's comments about meeting with some council members and most of the things the council members asked for, the Mayor said no to, so there is no cooperation and they are continuing with the impeachment. The impeachment is about whether the council has the ability to control things that happen in the town. The charges will show that the Mayor acted unilaterally without council approval to do certain things.

Mayor Rife said he remembered the meeting differently with being told they would drop the impeachment if he dropped the recall and he had nothing to do with the recall.

Ms. Heckmaster said that the Police Department, Fire Department, and CW&EP has been preparing for Marian days, she also thanked the recycling center staff for helping an elderly man who was having a difficult time with his recycling items. Ms. Leece received a compliment for Josiah Bayless who helped remedy an issue, she was thankful for the friendship dinner,

and she asked if what the Mayor had said was true about dropping the impeachment for the recall. Mr. Snow stated that there were several items that were asked about that the Mayor said no to. Ms. Cossey stated that she had stepped out of the room when they discussed dropping the recall, she was not a part of that conversation nor was it her idea. Mr. Snow said that the Mayor claims he wants to work together and move forward, but keeps showing that he is not willing to work with this council. Ms. Leece said that the Mayor is very agreeable to work with in the committee meetings from what she has seen. Mr. Taylor thanked the Fathers for the Marian Days friendship dinner.

Police Chief Bill Hawkins reported that the friendship dinner was great and that the wrecked car replacement was delivered on time.

Deputy Fire Chief Jason Martin reported the brush truck is going to Indiana on the 29th and the new engine is in Springfield. He will be going to check it out soon and it should be received in August.

Parks and Recreation Director Abi Almandinger reported that the parks had received their new dump truck, the renovations at the Municipal park and Central park restrooms are almost done, Griggs park playground will start next week and she took Ms. Leece and her husband on a tour of all the parks.

Interim City Administrator Traci Cox thanked Ms. Heckmaster about her comments on the recycling center workers. She has been working on getting a tourism board formed, an application on the website for those interested in serving on city boards, and working with departments to get outdated ordinances updated. Public Works has been working with Spire to get them out of the area for Marian days, she also reported that the utilization report for the health insurance was down 20% from this time last year. She also wanted to clarify some of changes that CW&EP is making on their billing statements, they currently sent a notice that says past due, they are changing it to say shut off notice. This is to allow those who need assistance in paying their bill, get assistance faster since most places won't help until a shut off notice is received. This will help get them money faster and help CW&EP get their money as well.

City Attorney Jon Gold reported that he has been on the job for one month. He has been working to familiarize himself with the Charter and the Code and has been working on council bills.

Consider and discuss Articles of Impeachment and a hearing date for the impeachment hearing. Paul Martin was present to discuss with the council the purpose of the new articles of impeachment. While the resolution and ordinance is tied up in court, he believes that the council can adopt the articles of impeachment and set a hearing date. There is no hiring of a hearing officer in the articles so there is no need for a resolution or ordinance. Once the council decides on a date, they can adopt the articles and move forward.

Mr. Taylor made a motion, seconded by Ms. Leece to vacate the articles of impeachment.

Ms. Cossey asked for Mr. Snow to take over since it directly concerns Mayor Rife. Mr. Edge stated that he wants to take a step back and look at the finances. He believes this is going to go way past \$15,000. Ms. Leece also agrees on taking a step back and wants what is best for the City. She wants the money to be used for something else. Mr. Taylor states that there are two lawsuits against the city right now, the insurance will pay out and then could drop the city

as a client and then the City will be forced to pay another company even more tax payer money. Ms. Schramm states that this could have been done on June 5 if the Mayor would have let due process go through. Ms. Cossey stated that there is no monetary damages in the lawsuit against the Mayor, he could sue if impeached. She claims the extra money after June 5 is because of the Mayor and his attorney. The articles are still true and should be continued with, a hearing date needs to be set and they are almost at the end of it. The impeachment is about proving the council can do things and the Mayor is not a dictator. Ms. Leece said that being Mayor is not a permanent position, but the implications from the impeachment are permanent. Ms. Cossey said there are two more years of the Mayors term and that is more money spent and the Mayor doing what he wants. The impeachment will set a precedence. Ms. Leece would like everyone to move forward and spend the money on things that could be more beneficial. Ms. Schramm said the city would save money if the Mayor would just resign. Ms. Cossey claims the Mayor has violated ordinances and runs the city as a dictator, she claims she gets calls from citizens encouraging them to finish the impeachment. Had Paul Martin been properly notified of the hearing before the June 5 date, the impeachment could have been done by now. Mr. Snow repeatedly had to call order through all of the discussions, he stated that the discussions are part of the decorum and there should be no clapping and hollering and that is why he kept calling order.

The vote to vacate the articles of impeachment failed by a vote of 2-7. Ayes: Taylor, Leece
Nays: Peterson, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm.

Moving on with the discussion of a hearing date, Paul Martin asked that it be set no sooner than August 11. Mr. Snow opened the floor for date discussions. Ms. Schramm suggested August 14 at 3 pm at the Carthage Water and Electric Community Room. No one had an objection to that date and time.

Ms. Cossey made a motion, seconded by Mr. Peterson to accept the articles of impeachment with the hearing date set as August 14 at 3 pm at the CW&EP Community Room.

Ms. Leece stated that she would like to wait until the court rules on the Resolution and Ordinance that the Mayor vetoed and whether it was done properly. Ms. Schramm asked the Mayor to drop the lawsuits, Mr. Edge agreed with Ms. Leece in wanting to wait. Ms. Cossey believes the Mayor is trying to kick it down the road after November with hopes that she is recalled. Paul Martin states the articles are legal and are separate from the Resolution and Ordinance, the Mayor could expand his lawsuit if he wished. Ms. Leece and Mr. Taylor want to wait for the judges ruling.

The vote to move forward with the articles and hearing date passed by a vote of 6-3. Ayes: Peterson, Heckmaster, Snow, Barlow, Cossey, and Schramm. Nays: Taylor, Leece, Edge

The Committee on Claims filed a report in the amount of \$1,381,287.18 against the following funds: General Revenue \$583,459.75, Public Health \$12,749.33, Lodging \$24,288.29, Public Safety \$536.66, Parks/Stormwater \$23,008.37, Fire Protection \$30,653.38, Golf \$32,840.43, Capital Improvements \$12,754.00, Parks and Recreation \$19.56, Myers Park \$5,680.50, Use Tax \$134,672.31, Public Facilities \$246,505.61, Library \$15,000.00, and Payroll \$259,118.99. Ms. Cossey made a motion, seconded by Mr. Taylor, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 24-33 -- An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and McGrath Human Resources Group Inc.

to complete a Compensation System Market Update was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. The Council Bill was approved and numbered Ordinance 24-35.

C.B. 24-34 -- 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) was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. The Council Bill was approved and numbered Ordinance 24-36.

Mayor Rife called for a 5 minute recess prior to the New Business.

Under New Business, C.B. 24-35 -- An Emergency Ordinance authorizing the Mayor to sign an agreement with Missouri Division of Tourism to be the DMO, and to accept and administer \$55,970.00 for Missouri Fiscal Year 2025 was placed on first reading.

Ms. Cossey made a motion, seconded by Mr. Snow, to forward Council Bill 24-35 to second reading due to its emergency status. Motion carried.

C.B. 24-35 -- An Emergency Ordinance authorizing the Mayor to sign an agreement with Missouri Division of Tourism to be the DMO, and to accept and administer \$55,970.00 for Missouri Fiscal Year 2025 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. The Council Bill was approved and numbered Ordinance 24-37.

C.B. 24-36 -- An Emergency Ordinance to enter into a Memorandum of Understanding Agreement with the City of Joplin, for Participation in the Missouri Division of Tourism ("MDT") Marketing Matching Grant ("MMG") program, in the City of Carthage, Missouri was placed on first reading.

Mr. Snow made a motion, seconded by Mr. Peterson, to forward Council Bill 24-36 to second reading due to its emergency status. Motion carried.

C.B. 24-36 -- An Emergency Ordinance to enter into a Memorandum of Understanding Agreement with the City of Joplin, for Participation in the Missouri Division of Tourism ("MDT") Marketing Matching Grant ("MMG") program, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. The Council Bill was approved and numbered Ordinance 24-38.

C.B. 24-37 -- An Emergency Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2023-2024 and for Fiscal Year 2024-2025 for the General Revenue Fund was placed on first reading.

Mr. Snow made a motion, seconded by Ms. Leece, to forward Council Bill 24-37 to second reading due to its emergency status. Motion carried.

C.B. 24-37 -- An Emergency Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2023-2024 and for Fiscal Year 2024-2025 for the General Revenue Fund was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. The Council Bill was approved and numbered Ordinance 24-39.

C.B. 24-38 -- An Ordinance authorizing the Mayor to enter into an Agreement between the City of Carthage, Missouri and Placer Labs, Inc. for the use of an advanced location analytics platform to provide visibility and accurate, actionable insights into consumer demand for any location, with reporting that includes visit trends was placed on first reading with no action taken.

C.B. 24-39 -- An Ordinance authorizing the Mayor to enter into an amended contract with the Carthage Chamber of Commerce for Specified Services in the City of Carthage, from July 1, 2024 to June 30, 2026, in the City of Carthage, Missouri was placed on first reading.

Mr. Edge made a motion, seconded by Mr. Taylor, to amend the Chamber agreement to include the specific number of days the Chamber can use the city facilities. Motion carried.

C.B. 24-40 -- An Ordinance to amend Section 2-498. Composition; Appointment, of the Code of Carthage was placed on first reading with no action taken.

Consider and discuss picnic license for the golf course couples tournament. Mr. Edge made a motion, seconded by Mr. Peterson, to proceed with the application for a picnic license. Motion carried. Mr. Edge made a motion to allow Mr. Markham to be the managing officer for the liquor license. Mr. Snow made a motion, seconded by Ms. Heckmaster, to have Ms. Almandinger be the officer since she is in charge of the golf course. Mr. Edge withdrew his motion. Motion to allow Ms. Almandinger to be the managing officer for the picnic license carried.

Mr. Snow made a motion, seconded by Ms. Leece to approve Resolution 2045 -- A Resolution authorizing City support and permissions for several programs as part of the 45th Annual Marian Days Celebration in the City of Carthage, Missouri. Resolution 2045 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm.

Mr. Snow made a motion, seconded by Ms. Leece, to approve Resolution 2046 -- A Resolution authorizing a supplemental budget adjustment to the General Revenue Fund for Fiscal Year 2024-2025. Resolution 2046 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm.

During Closing Comments, Ms. Schramm thanked Mr. Golf for coming in and thanked Ms. Cox for always getting information requested back so quickly and for working on getting a tourism board. Mr. Edge encouraged everyone to shop the sidewalk sale on Saturday. Mr. Snow thanked Ms. Cox for the online board member application, Ms. Cossey also thanked Ms. Cox for all of her hard work. She also encouraged all to reach out to council members if they are concerned about something.

Ms. Cossey made a motion, seconded by Mr. Snow, to close the meeting according to section 610.021 (1), the agenda includes the possibility of a vote to close part of the meeting to discuss legal actions, causes of action or litigation involving a public governmental body or its representatives and its attorneys AND according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, followed by a roll call vote of 9 yeas and no nays. Ayes: Chris Taylor, Derek Peterson, Lori Leece, Terri Heckmaster, Dustin Edge, Alan Snow, Tom Barlow, Tiffany Cossey, and Jana Schramm. Motion carried at 8:55 p.m.

There was a short recess before the closed session started. Council went into closed session at 9:05 p.m.

CLOSED SESSION

Ms. Cossey made a motion, seconded by Ms. Leece to return to the regular session of the Council Meeting at 10:49 p.m. followed by a roll call vote of 9 yeas and no nays. Ayes: Chris Taylor, Derek Peterson, Lori Leece, Terri Heckmaster, Dustin Edge, Alan Snow, Tom Barlow, Tiffany Cossey, and Jana Schramm. Motion carried.

Mr. Snow made a motion, seconded by Mr. Taylor, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 10:51 p.m.

CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
July 23, 2024

The Carthage City Council met in closed session on the above date in City Hall Council Chambers at 6:30 p.m. with Mayor Dan Rife presiding.

Ms. Cossey made a motion, seconded by Mr. Snow, to close the meeting according to section 610.021 (1), the agenda includes the possibility of a vote to close part of the meeting to discuss legal actions, causes of action or litigation involving a public governmental body or its representatives and its attorneys AND according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, followed by a roll call vote of 9 yeas and no nays. Ayes: Chris Taylor, Derek Peterson, Lori Leece, Terri Heckmaster, Dustin Edge, Alan Snow, Tom Barlow, Tiffany Cossey, and Jana Schramm. Motion carried at 8:55 p.m.

There was a short recess before the closed session started. Council went into closed session at 9:05 p.m.

The following Council Members answered roll call: Chris Taylor, Derek Peterson, Lori Leece, Terri Heckmaster, Dustin Edge, Alan Snow, Tom Barlow, Tiffany Cossey, and Jana Schramm.

Interim City Administrator Traci Cox, City Clerk Miranda Deal, and City Attorney Jon Gold were also present.

Mr. Gold updated the council about one of the pending lawsuits the city has filed against a company. He got some new information from staff and will report back to council after reviewing the information he had learned about. He also spoke with council on the other potential lawsuit that could be filed against another company. Mr. Gold was given the information that former City Attorney Nate Dally had left. Mr. Snow made a motion, seconded by Mr. Taylor to have Mr. Gold review the contract and other information left by Mr. Dally and bring an opinion back to council on how to proceed. Motion carried by a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey and Schramm.

For the second part of the closed session, Ms. Almandinger, Tyler Markham, and Alyssa Hess joined the closed session.

Ms. Almandinger and Mr. Markham presented an opportunity for the City to acquire a piece of property that would be very beneficial to the City.

**redacted information according to RSMo 610.021 (3)

Ms. Cossey made a motion, seconded by Ms. Leece, to return to the regular session of the Council Meeting at 10:49 p.m. followed by a roll call vote of 9 yeas and no nays. Ayes: Chris Taylor, Derek Peterson, Lori Leece, Terri Heckmaster, Dustin Edge, Alan Snow, Tom Barlow, Tiffany Cossey, and Jana Schramm. Motion carried.

Respectfully submitted,

Miranda Deal
City Clerk



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

July 23, 2024 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow, Terri Heckmaster, Christopher Taylor

MEMBERS ABSENT: Dustin Edge

OTHER COUNCIL MEMBERS:

STAFF PRESENT: Interim City Administrator Traci Cox and City Clerk Miranda Deal

Chairman Snow called the meeting to order at 05:00 PM.

2. Old Business

1. Approval of July 8, 2024 Minutes

ACTION:	Motion to approve item 2.1. by Christopher Taylor
	Motion Passed with a 3:0
AYES:	Alan Snow, Terri Heckmaster, Christopher Taylor

3. Citizens Participation

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

4. New Business

1. Consider and discuss budget amendment for Paul Martin Services for FY 23-24 and FY 24-25

Mr. Snow reviewed the budget amendment. Ms. Cox stated that the old budget year amendment was for the remainder of Paul Martin's bills for the old fiscal year which totaled a little over \$30,000.00. The amendment for the new fiscal year is for future charges from Paul Martin.

ACTION:	Motion to forward to council item 4.1. by Terri Heckmaster
	Motion Passed with a 2:1
AYES:	Alan Snow, Terri Heckmaster
NOES:	Christopher Taylor

2. Staff Reports

Ms. Cox reported that the online budget book is still being worked on, the department heads are currently getting their narratives entered. Mr. Snow asked about the software upgrades. Ms. Deal reported that we have decided to wait until October to start the process to allow time to get through the annual audit without having to learn a new software at the same time.

5. Adjournment

ACTION:	Motion to Adjourn at 05:03 PM by Terri Heckmaster
	Motion Passed with a 3:0
AYES:	Alan Snow, Terri Heckmaster, Christopher Taylor



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

July 23, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

OTHER COUNCIL MEMBERS:

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

Chair Tiffany Cossey called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of July 9, 2024 Minutes

ACTION:	Motion to approve item 2.1. by Derek Peterson
	Motion Passed with a 4:0
AYES:	Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

2. Review & Approval of the Claims Report

ACTION:	Motion to approve item 2.2. by Terri Heckmaster
	Motion Passed with a 4:0
AYES:	Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

3. Citizens Participation

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

4. New Business

1. Consider and discuss Tourism Director job description

Ms. Schramm asked if this position would be posted or if it would roll into the current spot, Ms. Cox stated that it would just carry over into the current spot. Ms. Cox also reported that she is working on getting a Tourism Board created.

ACTION:	Motion to approve new Tourism Director job description by Derek Peterson
	Motion Passed with a 4:0
AYES:	Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

2. Consider and discuss Mechanic job description

There needed to be some changes to this job description, it was asked to be tabled until the next meeting.

ACTION:	Motion to table item 4.2 until August 13 by Derek Peterson
	Motion Passed with a 4:0
AYES:	Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

3. Staff Reports

Ms. Cox reported that she had met with Assured Partners to review the utilization report for the employee health insurance. She stated that the risk index trend percentage has gone down over the past year, and there are currently 3 high cost claims which could affect renewal rates. The report shows a breakdown of ER visits by age group, and the trend seems to be that younger people prefer the ER and that may be due to them not having a primary care physician. Next year, the City of Carthage wellness committee will add a requirement to their points program that you will have to have a PCP in order to be eligible for the wellness incentive. Ms. Deal reported that they are waiting until October to continue on with the financial software upgrades. It was also reported that the online budget book is still getting worked on, the department heads had training the previous week on how to input information.

Ms. Cossey had a question on some of the claims and using local vendors, Ms. Cox stated that departments are encouraged to purchase from local vendors if the cost is within 10% of a nonlocal vendor. Ms. Cossey also asked about bills being in the 45-60 day late range. Ms. Cox and Ms. Deal said that there could be issues with the product so payment is held or the invoice gets sent out late, accounts payable checks for due dates and tries to get them sent out before they become late.

5. Adjournment

ACTION:	Motion to Adjourn at 05:42 PM by Terri Heckmaster
	Motion Passed with a 4:0
AYES:	Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE

August 6, 2024

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA--

OLD BUSINESS

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

CITIZENS PARTICIPATION

NEW BUSINESS

- Request for Council Bill for Contract Agreement between The City of Carthage and Allied Services, LLC., D/B/A/ Republic Services of Galena.**
- Discuss and recommend Resolution be sent to City Council for Vision Zero Safety Action Plan aka SS4A Grant**

OTHER BUSINESS

STAFF REPORTS

Zeb Carney, Traci Cox

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: 08/05/2024

BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



8-06-2024 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Chris Taylor, Derek Peterson, Lori Leece and Tom Barlow

Staff Members present: Zeb Carney, Public Works Director, Traci Cox, Interim City Administrator, and Rachel Sutherland, Public Works Administrative Assistant.

Citizen Present:

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

Derek Peterson made a motion to accept the minutes from the June 17, 2024, Committee meeting. All ayes, motion passed.

New Business:

1. Discussion of the Renewal of the Contract between The City of Carthage and Allied Services, LLC., D/B/A Republic Services of Galena. This contract automatically renews every 5 years and once per year there is a small rate increase that goes through City Council for approval. Lori Leece made a motion to send to Council for an Ordinance to enter into a contract with Republic Services. All ayes, motion carried.
2. Discussion of the Vision Zero Safety Action Plan aka SS4A Grant. This is a commitment from The City of Carthage to maintain zero roadway fatalities and serious injuries within the city limits by June 2035. This Plan also helps us to qualify for State and Federal Funding. Derek Peterson made a motion to send it to Council for a Resolution. All ayes, motion carried.

Other Business:

Staff Reports:

Zeb reported on the following:

- We have new Building Permits being issued for both Commercial and Residential.
- The Street Department worked hard to help with Marion Days set up and take down.
- The Gas Company is still working in town and hopefully will finish the project ahead of schedule. The Public Works Department receives daily updates on where they are working. We understand this can be frustrating for Citizens with the road closures, but every hole Spire has to dig will be reopened 4 times, for the tedious process of testing and repairs.
- The Street Department is down 2 employees.
- The Skid Steer needs to be replaced, and we have money in the budget for this. By utilizing The State Bid, the cost is down dramatically from what the original cost was thought to be.
- We are also in need of a new Leaf Vacuum, but it will not be available until October of 2025.
- The W. Chestnut Culvert project will hopefully be completed in the next 45-90 days.
- Would like to plan a time when The Public Works Committee can go on a tour of the various bridges in town.
- We have received the Executed Agreement with Sprouls Construction, for the Hwy. HH and Garrison Ave Intersection Signal. We will know at a later date when this project is scheduled to start.

Traci reported on the following:

- City Hall has received calls regarding the Sober Living Home. A Sober Living Home is different from a Halfway House, and is regulated by State Statute, so The City of Carthage has no jurisdiction over its location, regardless of City Zoning it can be located in a Residential Zone.

Chris Taylor made a motion to adjourn the meeting at 6:05 p.m. with a second by Tom Barlow. All Ayes, motion carried.



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

August 12, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of July 23, 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 MoDOT Taxi Grant Agreement
 2. Consider and discuss an Ordinance levying general taxes upon real property located within the City of Carthage, Jasper County, Missouri for the Year 2024 for general revenue purposes and other purposes, and fixing the rate thereof
 3. Consider and discuss budget adjustment for the purchase of a Parks truck
 4. Consider and discuss budget adjustment for hiring an architectural historian to help design guidelines for the Historic District
 5. Consider and discuss an application for a Community Development Block Grant for replacing downtown sidewalks outside of the square
 6. 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
**COMMITTEE ON
INSURANCE/AUDIT AND CLAIMS**

August 13, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of July 23, 2024 Minutes
 2. Review & Approval of the Claims Report
 3. Consider and discuss Mechanic job description
- 3. Citizens Participation**
(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. 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



AGENDA

Planning, Zoning, and Historic Preservation Commission
Thursday, August 1, 2024 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Thursday, July 18, 2024

Public Hearing

Staff Report

New Business

Old Business

1. Continue discussion about citizen participation in a meeting
2. Continue discussion about creating a zoning classification for townhouses

Next Meeting: Thursday, September 5, 2024

Adjourn

Commission Members

Voting Members:	Chairman	Jim Hunter	1514 S River	417-850-5355
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Secretary	Joshua Anderson	1205 S Main	417-793-2196
	Member	Vacant	Vacant	Vacant
	Member	Vacant	Vacant	Vacant
	Member	Robin Harrison	721 E 10th	417-483-8835
	Member	Matt Smith	1022 E Chestnut	417-437-2281

Non-Voting Members:	Mayor	Dan Rife	City Hall	417-237-7003
	City Administrator		City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Terri Heckmaster	1155 Grand	417-310-6178

Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010
---------------	-----------------------	------------	-------------------------	--------------

Public Works Department 623 E Seventh Carthage MO 64836 Tele: (417) 237-7010 Fax: (417) 237-7011 Email: pwd@carthagemo.gov



City of Carthage, Missouri

TREE BOARD

August 6, 2024 - 4:30 PM
Parks & Recreation Office
407 S Garrison Ave.
Carthage, MO 64836

AGENDA

1. Old Business

1. Consider and approve minutes from previous meeting.

2. Citizens Participation

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

3. New Business

1. Consider and discuss replacing trees in the park project.

4. Staff Reports

5. Other Business

6. 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

SALES TAX REPORT (UNAUDITED)

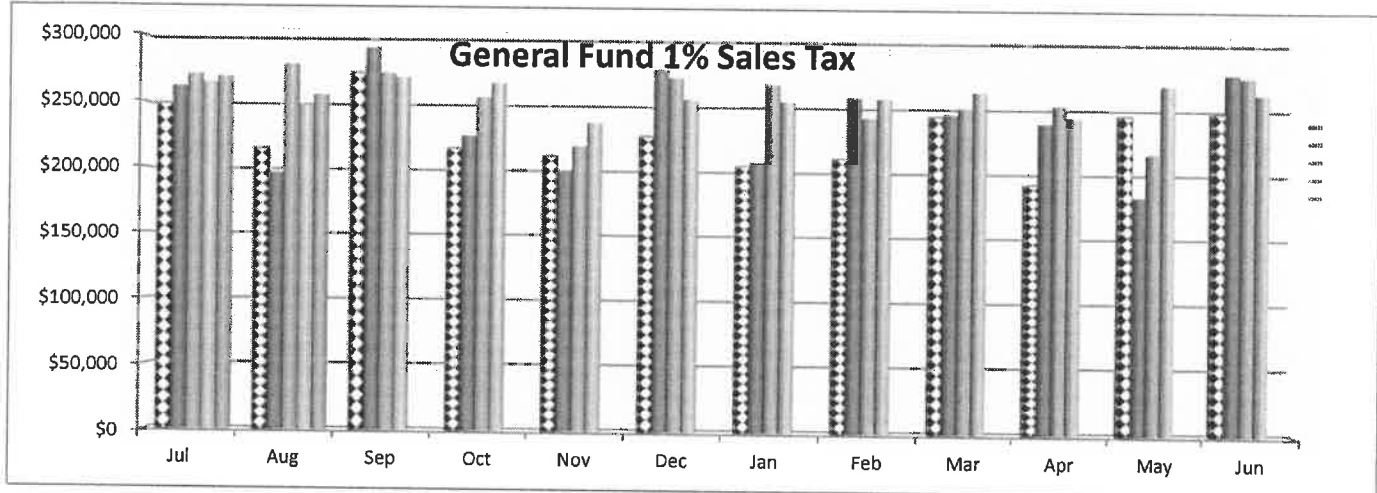
For the Month of:

August

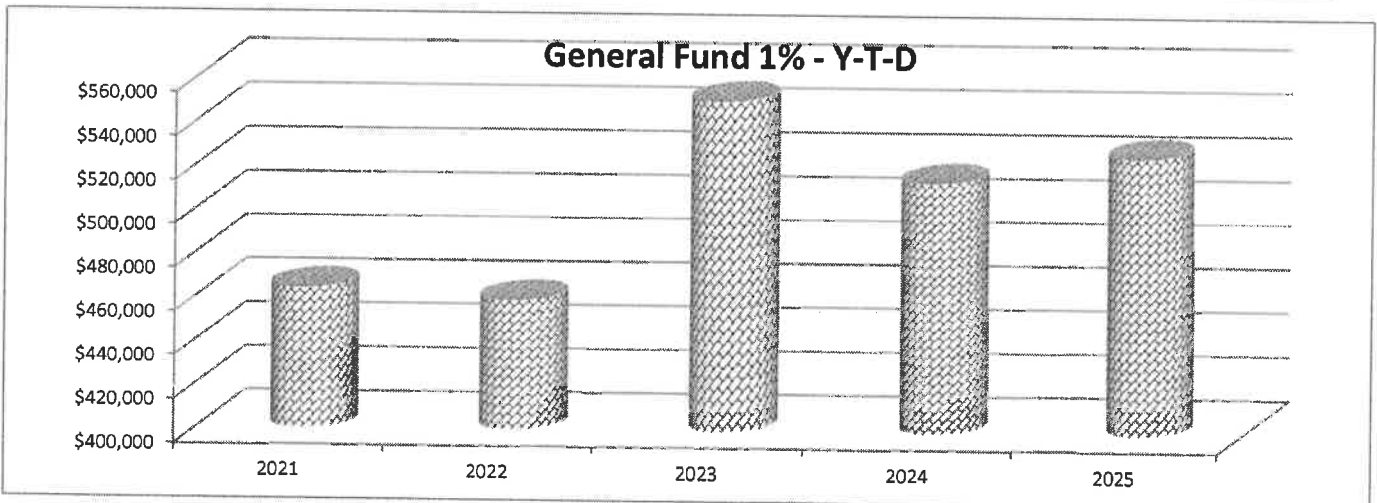
FY 2024-25

City's 1% General Fund Sales Tax

Current Month:	\$ 269,921.33	Anticipated:	\$ 259,610.88	% Difference	3.97%
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Current Month	\$ 248,979.26	\$ 262,204.66	\$ 271,486.92	\$ 265,634.06	\$ 269,921.33
% Change		5.31%	3.54%	-2.16%	1.61%
\$Change		\$ 13,225.40	\$ 9,282.26	\$ -5,852.86	\$ 4,287.27



Year-To-Date:	\$ 526,028.23	Budgeted:	\$ 3,065,780.00	% Difference	82.84%
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Y-T-D	\$ 463,842.64	\$ 458,800.23	\$ 550,503.10	\$ 514,101.76	\$ 526,028.23
% Change		-1.09%	19.99%	-6.61%	2.32%
\$Change		\$ -5,042.41	\$ 91,702.87	\$ -36,401.34	\$ 11,926.47



Comments:

Currently, City Sales Taxes total 2.750%. This includes 1% General, .5% Transportation, .5% Capital Improvements, .5% Parks/Stormwater, and .25% Fire. Numbers are shown as received by the City. Receipts lag collections by approximately 2 months.

USE TAX REPORT (UNAUDITED)

For the Month of: **AUGUST** FY 2024-25

2.75% Use Tax

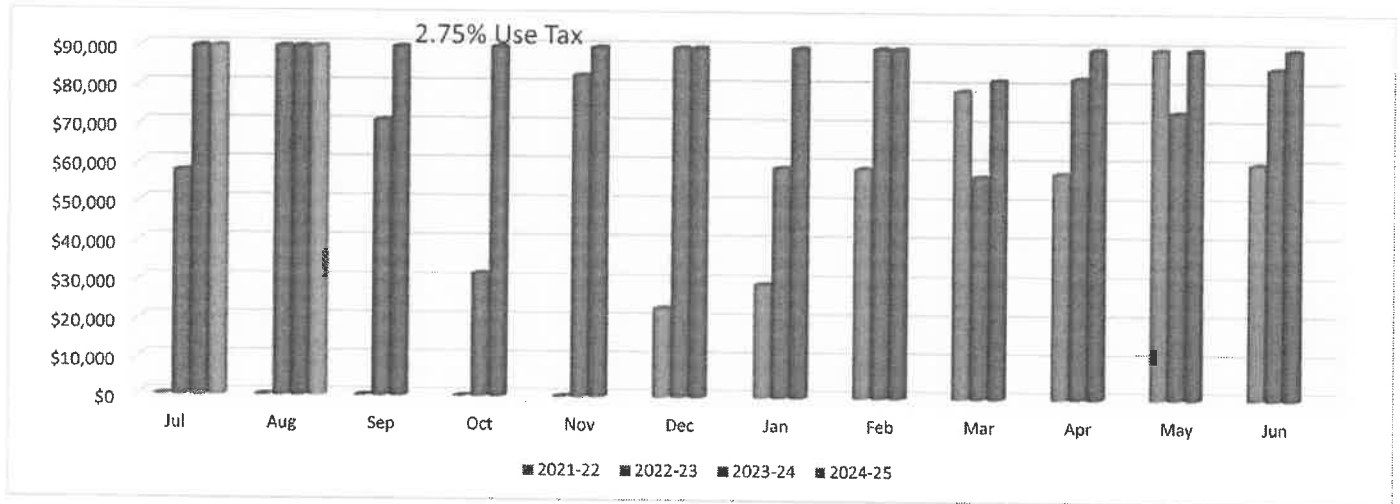
9

Current Month: \$ 147,662.06

Anticipated: \$ 168,441.91

% Difference -12.34%

	FY 2022	FY 2023	FY 2024	FY 2025
Current Month	\$ 0.00	\$ 120,353.20	\$ 168,896.93	\$ 147,662.06
% Change	0.00%	0.00%	40.33%	-12.57%
\$Change	\$ 0.00	\$ 120,353.20	\$ 48,543.73	-\$ 21,234.87

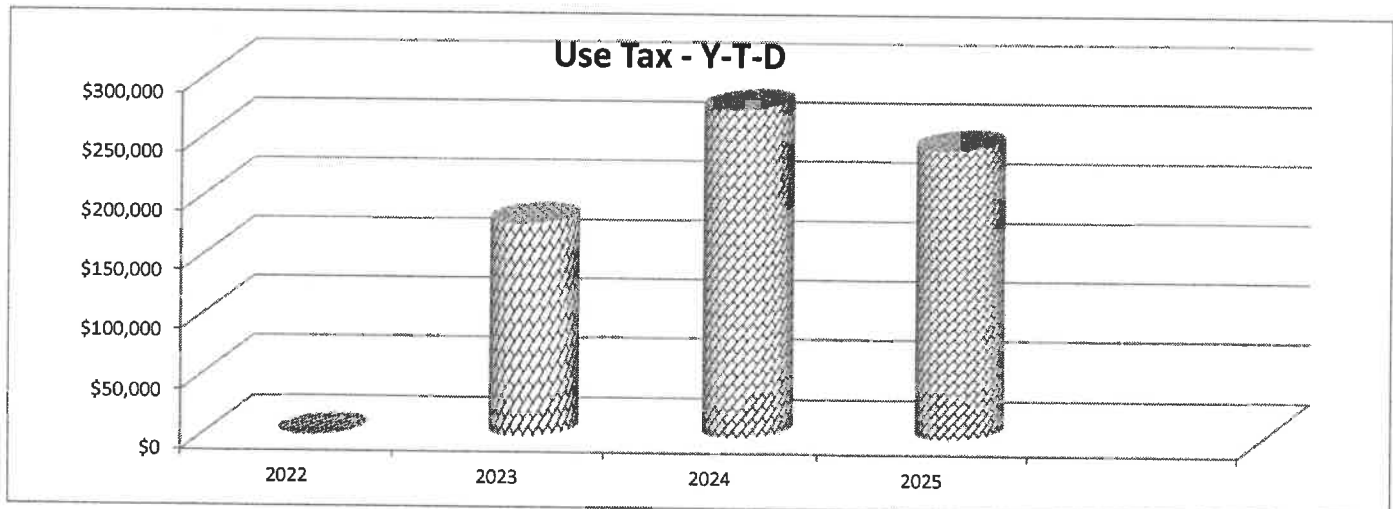


Year-To-Date: \$ 242,186.32

Budgeted: \$ 1,427,580.00

% Difference 83.04%

	FY 2022	FY 2023	FY 2024	FY 2025
Y-T-D	\$ 0.00	\$ 178,109.26	\$ 275,208.49	\$ 242,186.32
% Change			54.52%	-12.00%
\$Change		\$ 178,109.26	\$ 97,099.23	-\$ 33,022.17



Comments:

The Department of Revenue received notification by the City-as required by Section 144.757- RSMo, that it had imposed a 2.75% City local option Use Tax at the same rate as the local sales tax rate. The tax became effective October 1, 2021 with no expiration date. The City had indicated that it would distribute the funds as follows: 30% Public Safety; 30% Roads & Bridges and 40% Parks & Recreation for the first 3 years of collections. City receipts lag collections by approximately 2 months. Monthly use tax distributions are distributed by means of electronic fund transfers from the State to the City. The Missouri Municipal League's estimate for the first year collections was approximately \$704,294. We have used this estimate for the 2023 FY Budget.

COUNCIL BILL NO. 24-38

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an Agreement between the City of Carthage, Missouri and Placer Labs, Inc. for the use of an advanced location analytics platform to provide visibility and accurate, actionable insights into consumer demand for any location, with reporting that includes visit trends.

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, Missouri is hereby authorized to enter into an Agreement with Placer Labs, Inc. for the use of an advanced location analytics platform to provide visibility and accurate, actionable insights into consumer demand for any location, with reporting that includes visit trends, 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 _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee



PLACER LABS, INC.

ORDER FORM

City of Carthage, Missouri	("Customer")	Placer Labs, Inc.	("Placer")
Address:	326 Grant Street	Address:	440 N Barranca Ave., #1277
	Carthage, MO 64836		Covina, CA 91723
Contact Person:	Traci Cox	Contact Person	Chris Harder
Email:	t.cox@carthagemo.gov	Billing Contact Person:	Jason Tsui
Phone:	417-237-7000	Billing Email*:	billing@placer.ai
Billing Contact Email:	t.cox@carthagemo.gov	Billing Phone*:	415-228-2444 ext 806
		*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the "**Services**") include:

- Access, via Placer Venue Analytics Platform ("**Placer's Platform**"), to all major venues within the United States
- Customer may not provide access to any third party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Premier Customer Support
 - Regular meetings with Placer's Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

\$19,500/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer’s billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer’s net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer’s customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

In the event of any termination, Customer will pay in full for the Services.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “Trial Offering”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“Trial Subscription Term”), unless the Trial Offering is earlier terminated as provided below. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “Agreement”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

City of Carthage, Missouri
By:
Name:
Title:
Date:

“Placer”

Placer Labs, Inc.
By:
Name:
Title:
Date:

COUNCIL BILL NO. 24-39

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an amended contract with the Carthage Chamber of Commerce for Specified Services in the City of Carthage, from July 1, 2024 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-Eight Thousand Eight Hundred Eighty-Two dollars and 00/100, with a 3% increase the following 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 _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

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

This Agreement, made and entered into this _____ day of _____, 2024, 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:

- a. The city will have a Chamber Champion membership.
- b. This city will be a Presenting Sponsor at the Carthage Chamber of Commerce Annual Banquet. This includes the presentation of the City of Carthage, “Industry of the Year award” and 10 tickets to the Annual Banquet.
- c. Booth Representation at the Annual Biz Expo, may be used for any department the City of Carthage deems necessary, i.e. parks, tourism, etc.
- d. Golf Team Registrations for the Annual Golf Scramble. This includes three, four person teams.
- e. 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.
- f. 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.

- g. Media outreach, and appearances promoting businesses in Carthage and the City of Carthage, includes, TV, radio, newspaper print and any other media outlets.
- h. Administreating business enhancement & enrichment classes for businesses to attend to keep their businesses successful while driving business 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.
- i. Successful social media, website, and other outside media avenues to promote Carthage and the business community, i.e., MAKO, US Chamber, Missouri Chamber, 16Chamber Institute, and all legislative events both locally, state, and nationally.

The City will provide the following:

- a. Use of the Carthage Municipal Golf Course for the Annual Chamber Golf Tournament
- b. Use of Memorial Hall for the Annual Chamber Banquet, for a total of up to 4 days for set up, the event, and clean up
- c. Use of Memorial Hall for the Annual Business Expo, for a total of up to 3 days for set up, the event, and clean up

II. TERM AND TIME OF PERFORMANCE

This amendment shall be effective July 1, 2024 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, whichever occurs first. 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 ex officio seat 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.

(continued on next page)

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 June 30, 2026.

(continued on next page)

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

CARTHAGE CHAMBER OF COMMERCE INC.

Dan Rife, Mayor

Tyler Smith, Board President

ATTEST:

ATTEST:

Miranda Deal, *City Clerk*

Secretary

COUNCIL BILL NO. 24-40

ORDINANCE NO. _____

An Ordinance to amend Section 2-498. Composition; Appointment, of the Code of Carthage.

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

SECTION I: Section 2-498 of the Code of the City of Carthage is hereby amended as follows:

Sec. 2-498- Composition; Appointment

The commission shall consist of six (6) members appointed by the mayor with the approval of the council, two (2) members appointed by the Carthage R-9 School District, **two (2) members appointed by the county commission**, and one (1) member appointed to represent all other districts levying ad valorem taxes. Of the members first appointed by the municipality, two (2) shall be designated to serve for term of two (2) years, two (2) shall be designated to serve for term of three (3) years and two (2) shall be designated to serve for term of four (4) years from the date of said initial appointment. Thereafter, the members appointed by the municipality shall serve for a term of four (4) years.

SECTION II: 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 Committee

COUNCIL BILL NO. 24-41

ORDINANCE NO. _____

An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

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

SECTION I. That the Mayor is hereby authorized to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

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

SECTION III. This Ordinance shall be considered an Emergency Ordinance under the terms of the Charter of the City of Carthage.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means Committee

COUNCIL BILL NO. 24-42

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and Allied Services, LLC., D/B/A Republic Services of Galena of 1715 East Front Street, Galena, KS 66739, for collection, removal and disposal of residential and commercial solid waste commencing October 1, 2024, and terminating September 30, 2029.

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 an Agreement between the City of Carthage and Allied Services, LLC., D/B/A Republic Services of Galena of 1715 East Front Street, Galena, KS 66739, for collection, removal and disposal of residential and commercial solid waste, 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 _____ 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 1st day of October 2024, by and between the City of Carthage, Missouri, a Municipal Corporation, party of the first part and hereinafter referred to as City, and Allied Services, LLC., D/B/A Republic Services of Galena of 1715 East Front Street, Galena, KS 66739, party of the second part and hereinafter referred to as the Contractor.

WITNESSETH:

THAT, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have been agreed and hereby agree, the City itself and its successors, and the Contractor for itself, himself, or its, his or her executors and administrators, as follows:

ARTICLE I: THAT, the term of this contract shall commence on October 1, 2024, and shall terminate on September 30, 2029.

ARTICLE II: THAT, during the term of this contract, Contractor shall collect, remove and dispose of all residential and commercial solid waste, as defined in Chapter 20 of the Code of Carthage, but excluding solid waste from industrial establishments, and shall furnish all labor, vehicles, tools, equipment and any other necessary facilities therefore in accordance with the terms and conditions of this agreement, schedule of rates, and Chapter 20 of the Code of Carthage, as amended to date, which said Schedule of Rates is contained herein.

ARTICLE III: THAT, effective October 1, each year, Contractor shall furnish to City services as agreed to in this contract, at the following monthly rates:

SCHEDULE OF RATES MONTHLY RATES

Residential paid to Republic

October 1, 2024 thru Sept 30, 2025

Senior person (*)	\$14.61
Family (**)	\$11.90

(*) Charge per month for residential unit with one (1) or two (2) senior (65+) occupants. (**) Charge per month for residential unit with two (2) or more occupants.

MONTHLY RATES: All rates are included in Appendix A. Annual adjustments will be 5% . If one or more material elements of cost to provide service under this Agreement experiences a year over year (YoY) change greater than 15%, Company may increase

the Annual Rate Adjustment above the “CPI” by an additional amount equal to the additional cost increase. A material element of cost shall be defined as a category of cost making up 5% or more of the annual costs to provide the services.

City services listed on Appendix A will be provided at no charge to the city. Additional services will be negotiated depending on specific needs of the project.

ARTICLE IV: THAT, Contractor shall furnish at no charge to the City, one bulky item per week residential curb side pick-up. Residents must call or email Republic Services of Galena Customer Service to schedule the one bulky item pick-up each week to arrange the service. Item must weigh less than 75 lbs.

ARTICLE V: THAT, Contractor shall furnish to City, and maintain during the term of the contract, a performance bond acceptable to City in a penal sum of \$180,000 with good and sufficient surety acceptable to City and conditioned upon Contractor performing his duties and obligations provided for in this agreement. Contractor shall obtain the following insurance:

A. Bodily Injury Liability insurance coverage with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo, (See, <http://insurance.mo.gov/industry/sovimunity.php>)

B. Property Damage Liability insurance coverage with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimunity.php>) for the policy year. Such insurance shall be maintained in force during the term of this contract. Said insurance shall specifically name the City as an additional insured party under said policies and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. A verified copy of such insurance policy or policies shall be filed with City, together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without thirty (30) days written notice having been given to the City. Contractor shall obtain the following Worker's Compensation Insurance,8 Employer's and Workmen's Compensation insurance as will protect him against all claims resulting from injuries to and death of workmen engaged in work under this contract, and in addition the Contractor shall carry occupational disease coverage with statutory limits, and Employer=s Liability with a limit of \$100,000 disease each employee/\$500,000 disease policy limit. The AOther States@ endorsement shall be included.

ARTICLE VI: Missouri law requires verification that a contractor of the City has a program to verify the lawful presence of its employees when the contract exceeds \$5,000, and to verify the lawful presence in the U.S. of individuals when contracting for work/services. Contractor is required to obtain a sworn affidavit and documentation affirming the Contractor's enrollment and participation in a federal work authorization program. To obtain additional information on

the Department of Homeland Security's E-Verify program, go to: (<http://www.uscis.gov/e-verify>).

Please complete and return form *Affidavit of Participation in Work Authorization Program and Verification of Employment Eligibility Pursuant to 285.530 RSMo*.

ARTICLE VII: THAT, Contractor shall pay the sum of five hundred seventy-five dollars (\$575.00) as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform his duties and obligations or to comply with the provisions of the contract documents, which said damages shall be deducted from any sums of money that may be due or shall become due to the Contractor, under this agreement, and the Contractor shall further pay as liquidated damages the sum of five (\$5.00) for each dwelling pickup point which, after investigation by the City, has been determined by it to have missed on any collection day, provided, however Contractor shall not be penalized for a missed collection point if a pickup at any such collection point is made within 24 hours of the appointed pickup date, and provided further that the Contractor shall not be penalized as herein above provided, if such failure shall be cause by fire, riots, civil commotion or acts of God. Inclement weather policy will be one day delay if one day is missed. In the event two or more days are missed pickup will resume on the next regular day.

ARTICLE VIII: THAT, if a holiday occurs, or falls, on weekdays on which the employees of the Contractor are not working, then the collection ordinarily made on that day by said Contractor shall be made on the next succeeding day, it being the intent of this agreement that the occurrence of said holiday shall not excuse the Contractor from making one (1) collection per week from each dwelling unit. Holidays shall be December 25th, Thanksgiving, Memorial Day, Fourth of July, Labor Day and New Year's Day. If for any reason the Contractor decides to work its employees on said holidays, Contractor shall notify the Public Works Director and the Press to alert the public as to collection days.

ARTICLE IX: THAT, Contractor shall not collect residential solid waste earlier than 6:00 A.M. or later than 5:00 P.M. All collections, particularly in the early morning hours shall be made in a quiet manner.

ARTICLE X: THAT, Contractor shall not collect commercial solid waste sooner than 10:00 P.M. and end no later than 6:00 A.M. on any day on which collections are scheduled, unless the requirements of a commercial establishment make it necessary to collect said commercial solid waste during daylight hours. All collections made between 10:00 P.M. and 6:00 A.M. shall be made as quietly as possible, especially while collecting within or adjacent to residential areas. All commercial solid waste collections made during daylight hours shall be done in a manner to minimize interference with school buses and rush hour traffic.

ARTICLE XI: THAT, Contractor must provide an adequate number of vehicles to assure regular collection of residential solid waste and commercial solid waste. Every vehicle shall be kept in good repair and appearance, painted, and always maintained in a sanitary condition. Each such vehicle must be clearly marked with the name of the Contractor, a vehicle identification number, and the local telephone number of the Contractor and shall not leak fluids, oil, hydraulic fluids, litter, or other such materials.

ARTICLE XII: THAT, Contractor shall not leave litter or solid waste fluids on any residential or commercial premises as a result of their collection of commercial solid waste, or residential solid waste.

ARTICLE XIII: THAT, Contractor shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained or asserted against said City as the result, directly or indirectly or in any manner, of the performance or failure of performance on the part of the contractor, including but not limited to any difficulty from any federal or state laws.

ARTICLE XIV: THAT, in the event that the Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the subject of a proceeding in bankruptcy, or shall become the subject of any proceedings for the appointment of a receiver, or in the event of an assignment by Contractor for the benefit of creditors, or the taking of its trucks, equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, the City may terminate its option upon five days written notice declare the Contractor to be in breach of his agreement and the City may terminate the agreement and declare same concealed and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

ARTICLE XV: THAT, the contract shall not be assignable or transferable by the Contractor, nor shall services be performed by a subcontractor for Contractor without the consent in writing of the City, provided however, that the City shall not be unreasonable in withholding consent.

ARTICLE XVI: THAT, Contractor shall maintain an office in Carthage or in a nearby location within thirty miles. Said office shall be staffed by a supervisor with authority to handle problems or complaints as they may arise, brought to their attention by the City or by a residential or commercial customer.

ARTICLE XVII: THAT, all solid wastes collected by the Contractor shall be disposed of at a processing facility or disposal area approved by the City and complying with all requirements of the Missouri Department of Natural Resources or similar agency of any state in which such a facility may be located.

ARTICLE XVIII: THAT, the Contractor shall use the existing daily service areas established by the City. Changes in daily service area must be approved by the city.

ARTICLE XIX: THAT, Contractor shall provide 1 (one) residential container per household at no additional cost to the occupant. Each residential container shall be placed at curbside collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (excluding alleys) for the collection vehicle to use its collection mechanism. Contractor may decline to collect any Container not so placed or any waste material not in a container as specified. Service is for cart contents only. Household garbage outside of the provided cart will not be serviced.

ARTICLE XX: THAT, all commercial containers and residential polycarts and any other equipment that Contractor furnishes under this contract shall remain the Contractor's property.

ARTICLE XXI: THAT, Contractor shall pick up solid waste receptacles of those persons designated by the City as being physically unable to place their receptacles on or near the curb. In no case will Contractor be required to go inside any residence to pick up solid waste.

ARTICLE XXII: THAT, the parties agree that the City shall designate certain residential units with limited or no curbside access exempt from the automated collection process and an alternative collection arrangement be made appropriately for designated units.

ARTICLE XXIII: THAT, the parties agree that the Contractor shall not be required to pick up yard waste including leaves and grass clippings.

ARTICLE XXIV: The Contractor shall collect solid waste at no charge to the City from City trash receptacles used by the public in the downtown area, on an as needed basis, but no less than once per week.

ARTICLE XXV: THAT, all occupied residential units will be subject to the user fee specified in Appendix A contained herein, whether or not they use the solid waste collection system. All commercial establishments, except those exempted under the provision of Chapter 20 of the Code of Carthage, shall be subject to the user fees listed in Appendix A contained herein, whether they use these services.

ARTICLE XXVI: THAT, in consideration of the full and complete performance of this contract by Contractor and all of the work and services to be performed hereunder, in conformity with the terms and conditions of this agreement, City shall pay to Contractor all sums due to him in accordance with Appendix A contained herein, payment to be made on the first day of each month, for previous month's service. Service shall be extended to all new or additional units immediately upon request. The Contractor shall provide this extension of service for the same unit as specified in this Contract.

ARTICLE XXVII: THAT, Contractor shall hold City harmless from all costs, fees, or damages assessed from closing of any landfill or facility used by Contractor for the disposition of solid waste under this contract.

ARTICLE XXVIII: THAT, this agreement, the Performance Bond, Appendix A, and Chapter 20 of the Code of Carthage, as amended to date, comprise the contract between the parties. The Contractor shall comply with all the requirements of each such documents whether same is contained in the other documents or not.

ARTICLE XXIX: THAT, this agreement shall automatically renew for an additional five (5) years unless either party gives notice sixty (60) days prior to the termination of this contract. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing and such other changes as may be mutually agreed upon by the City and the Contractor. City and Contractor may meet no less than sixty (60) days prior to the termination of this contract to review the performance and all relevant costs, service levels and other provisions under the

terms of this contract. The city will designate representatives from City staff, members from its Public Works Committee along with the Mayor to meet with Contractor. Upon completion of this review by the City, the City may at its sole option recommend renewal or extension of the contract for an additional term or terms.

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

THE CITY OF CARTHAGE, MISSOURI

By: _____

Title: _____

Attest:

City Clerk

SERVICE OF

ALLIED SERVICES, LLC D/B/A REPUBLIC
GALENA

By: _____

Title: _____

Attest:

Municipal Manager

APPENDIX A

RESIDENTIAL RATES:

FAMILY: \$14.61

SENIOR: \$11.90

EXTRA CART: 3.41

COMMERCIAL RATES:

COMMERCIAL CART: \$33.13

2YD 1X/WK: \$81.45

4YD 1X/WK: \$135.01

6YD 1X/WK: \$169.97

8YD 1X/WK: \$185.39

SUPPLEMENTAL SERVICES:

COMMERCIAL:

****DELIVERY/EXCHANGE/RELOCATES/REMOVALS: \$50.00**

****EXTRA YARDAGE: \$15.00**

****EXTRA PICKUPS**

2YD \$30.00

4YD \$45.00

6YD \$60.00

8YD \$75.00

RESIDENTIAL:

****DELIVERY/EXCHANGE/REMOVALS (does not include initial cart delivery) \$20.00**

****REPLACEMENT CART DUE TO DAMAGE FROM RESIDENT: \$60.00**

CITY FACILITIES AT NO CHARGE:

LANDFILL/RECYCLE ROLLOFFS:

UP TO 110 HAULS PER YEAR—EACH HAUL NOT TO EXCEED 5 TONS

DEMO/CONSTRUCTION HAULS:

UP TO 20 HAULS PER YEAR—EACH HAUL NOT TO EXCEED 5 TONS

ADDITIONAL HAULS WILL BE: \$400.00 PER HAUL, \$50.00 PER TON

COUNCIL BILL NO. 24-43

ORDINANCE NO. _____

AN ORDINANCE LEVYING GENERAL TAXES UPON REAL PROPERTY LOCATED WITHIN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI FOR THE YEAR 2024, FOR GENERAL REVENUE PURPOSES AND OTHER PURPOSES, AND FIXING THE RATES THEREOF.

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

SECTION I: That a tax be and the same is hereby levied for the year 2024, upon all real property which is subject to taxation for municipal purposes under the statutes of the State of Missouri, within the corporate limits of the City of Carthage, Jasper County, Missouri as follows:

First, for General Revenue purposes, 0.3335 cents per One Hundred Dollars assessed valuation.

Second, for the purpose of maintaining the Public Library for the City of Carthage, 0.1665 cents per One Hundred Dollars assessed valuation.

Third, for the purpose of maintaining Public Parks and Recreation within the City of Carthage, 0.1439 cents per One Hundred Dollars assessed valuation.

Fourth, for the purpose of maintaining the Public Health of the City of Carthage, 0.0758 cents per One Hundred Dollars assessed valuation.

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

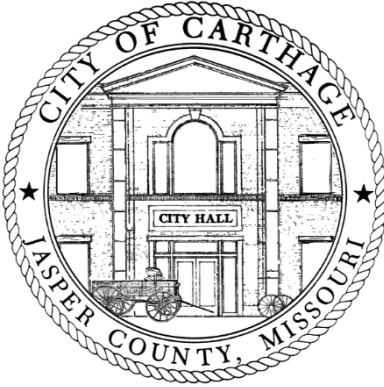
PASSED AND APPROVED THIS _____, DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

(Sponsored by the Budget Ways & Means Committee)



The City of Carthage

America's Maple Leaf City

326 Grant St., Carthage, MO 64836 (417) 237-7000 FAX (417) 237-7002

NOTICE OF PUBLIC HEARING

A Public Hearing will be held at 6:30 P.M., Tuesday, August 27, 2024 in the City Hall, Council Chambers, 326 Grant Street Carthage, Missouri at which time Citizens may be heard on the property tax rates proposed to be set by the City of Carthage.

<u>Assessed Valuations</u>	<u>Current Year 2024</u>	<u>Prior Year 2023</u>
Real Estate – Residential	94,924,100	93,176,150
Real Estate – Agriculture	497,080	574,040
Real Estate – Commercial	55,337,090	53,099,860
<u>Local/State Assessed RR/Utilities</u>	<u>Current Year 2024</u>	<u>Prior Year 2023</u>
Local Valuations	1,852,720	1,864,760
State Valuations	266,798	259,849
ASSESSED TOTALS	152,877,788	148,974,659

<u>Funds</u>	<u>Prior Year Levy</u>	<u>Proposed Levy</u>	<u>Property Tax 2024</u>
General Revenue Fund	0.3335	0.3335	\$509,847
Public Health Fund	0.0758	0.0758	\$115,881
Park & Recreation Fund	0.1439	0.1439	\$219,991
Library Fund	0.1665	0.1665	\$254,541
FUND TOTALS	0.7197	0.7197	\$1,100,260

*This rate is subject to change due to the receipt of subsequent information or upon notice from the State Auditor's Office. A copy of the City of Carthage Annual Budget for Fiscal Year 2024-2025 is available for public inspection at City Hall, 326 Grant Street Carthage, Missouri or on the City of Carthage website www.carthagemo.gov.

Traci Cox
Assistant City Administrator
City of Carthage

POSTED: 08/06/24 Carthage City Hall, Carthage Public Library, Carthage Police Department, Carthage Fire Department, Carthage Website at www.carthagemo.gov Carthage Memorial Hall and Carthage Public Works Department

Mayor's Appointments

August 2024

FIRE CHIEF

<u>NAME</u>	<u>APPOINTED</u>
Jason Martin	8/13/2024

Mayor's Appointments

August 2024

Planning, Zoning & Historic Preservation Committee

4 Year Term – 7 Members – Meets 1st Monday – Council Chambers

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Philip Brown	417-793-8065	2533 Theo Street	8/13/2024	8/2027

RESOLUTION NO. 2047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI ADOPTING A VISION ZERO SAFETY ACTION PLAN FOR THE CITY AND DECLARING A COMMITMENT TO MAINTAINING ZERO ROADWAY FATALITIES AND SERIOUS INJURIES WITHIN THE CITY LIMITS BY JUNE 2035.

WHEREAS, Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated \$1 billion to be awarded by the Department of Transportation for FY 2022 for the Safe Streets and Roads for All (SS4A) grant program to improve roadway safety by significantly reducing or eliminating roadway fatalities through safety action plan development and implementation; and

WHEREAS, The purpose of the SS4A grants are to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community’s approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering federal funding; and

WHEREAS, the City of Carthage is committed to maintaining zero roadway fatalities within its city limits, a commitment which can be achieved through the adoption of a safety action plan; and

WHEREAS, The City of Carthage passed Ordinance 23-36 on May 23, 2023, executing an agreement between the City of Carthage, USDOT, and FHWA for the development of a new comprehensive safety action plan known as Safe Street and Roads for All

WHEREAS, The City of Carthage engaged with Zanevan Engineering to render technical and professional services to develop a Safety Action Plan for the City of Carthage; and

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

That the City hereby adopts a Vision Zero Safety Action Plan for the City and declares a commitment to maintaining zero roadway fatalities and serious injuries within the City limits by June 2035.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal City Clerk

Sponsored by: Public Works Committee

RESOLUTION NO. 2048

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT TO THE USE TAX FUND FOR FISCAL YEAR 2024-2025 FOR A LINE ITEM ADJUSTMENT TO THE CAPITAL OUTLAY-PARKS LINE ITEM.

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2024-2025; and

WHEREAS, unanticipated expenditures are expected to exceed the original adopted budget in the General Revenue Fund and budgetary changes are necessary within this fund to provide increased appropriation levels; and

WHEREAS, the City may increase the current year adopted budget through supplemental appropriations; and

WHEREAS, the Budget Ways & Means Committee met and discussed additional appropriations at their August 12, 2024 meeting.

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

That the City hereby approves the implementation of a line item adjustment to the Capital Outlay-Parks line item in the Use Tax Fund for \$50,000 to allow for the purchase of a 4x4 Half Ton Crew Truck.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal City Clerk

Sponsored by: Budget Committee

RESOLUTION NO. 2049

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT TO THE GENERAL REVENUE FUND FOR FISCAL YEAR 2024-2025 FOR A LINE ITEM ADJUSTMENT TO THE CENTRAL MUNICIPAL ACTIVITIES PROFESSIONAL SERVICES LINE ITEM.

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2024-2025; and

WHEREAS, unanticipated expenditures are expected to exceed the original adopted budget in the General Revenue Fund and budgetary changes are necessary within this fund to provide increased appropriation levels; and

WHEREAS, the City may increase the current year adopted budget through supplemental appropriations; and

WHEREAS, the Budget Ways & Means Committee met and discussed additional appropriations at their August 12, 2024 meeting.

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

That the City hereby approves the implementation of a line item adjustment to the Central Municipal Activities Professional Services line item in the General Revenue Fund for \$15,000 to hire an Architectural Historian to develop design guidelines to be used to protect the irreplaceable historic character of the City of Carthage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal City Clerk

Sponsored by: Budget Committee

RESOLUTION NO. 2050

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income”;

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives;

WHEREAS, The Missouri Department of Economic Development is designated to award Community Development Block Grant funding under Title I; and,

WHEREAS, The City of Carthage does have areas of need which may be addressed through the Community Development Block Grant Program.

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

The City of Carthage, Missouri desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

THEREFORE, BE IT FURTHER RESOLVED, that the Mayor of Carthage, Missouri hereby is authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

THEREFORE, BE IT FURTHER RESOLVED, that the applicant / sub-applicant will dedicate \$187,500.00 of local cash funds and \$0.00 of in-kind materials or labor to be used in this project.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal City Clerk

Sponsored by: Budget Committee

JOB DESCRIPTION CITY OF CARTHAGE

DEPARTMENT: Street
POSITION TITLE: Street Mechanic

SALARY GRADE: H
FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:

Responsible for performing fully skilled diagnosis maintenance and repair work on all light, medium and heavy gasoline and diesel-powered automotive and construction equipment that belong to the Street Department, along with vehicle fleet maintenance and heavy equipment from other City Departments. Performs all welding and metal fabrication needs to assist in performing their mission.

SUPERVISION RECEIVED:

Supervision is provided by the Street Superintendent. Because technical skills in the repair and maintenance of streets equipment and vehicles are expected to accompany the incumbent, supervision is generally in the nature of explaining specialized assignments or assignment changes. Incumbent is expected to use good judgement, common sense, and to demonstrate some independent knowledge in the performance of assigned duties.

ESSENTIAL JOB FUNCTIONS: Essential responsibilities and duties may include but are not limited to the following:

1. Perform all duties required to work on, maintain and repair vehicles, trucks, tractors and equipment that belong to the Street Department, along with vehicle fleet maintenance and heavy equipment from other City Departments. Maintenance requests must be approved by the Street Superintendent or the Public Works Administrative Coordinator.
2. Inspects, diagnoses and repairs mechanical defects or malfunctions in gasoline and diesel-powered vehicles and construction equipment.
3. Install all parts and accessories on trucks and equipment, as needed.
4. Repair all tools and machinery that belong to the department.
5. Troubleshoots, tears down, rebuilds, replaces or adjusts major assemblies and complex components.
6. Performs emergency repairs out of shop; may perform skilled repair work to vehicles and equipment.
7. Perform all the welding and metal fabrication as needed.
8. Carries out any other duties as are within the scope, spirit and purpose of the job as directed by the supervisor or Department Head.

QUALIFICATIONS REQUIRED:

Knowledge: Ability to perform heavy manual tasks under varying weather conditions. Repairs and maintenance of gasoline and diesel engines. Mechanical skills on repairs and maintenance of trucks, and construction equipment. General welding and metal fabrications skills. Occupational hazards and standard safety precautions necessary in the work and work site; operating principles of electric motors and engines fueled by gasoline, diesel, or gaseous fuels; methods, materials, paint, tools, and techniques used in repair, maintenance, welding, and fabrication of heavy and light equipment as well as body and fender and mechanical repair work

on a variety of municipal equipment; and the use and care of tools used in the work.

Abilities: Abilities to work with others; and follow verbal and written directions; practice safe work procedures. Communicate effectively with those contacted in the course of work; follow written and verbal instructions; adapt available tools and repairs to specific repair problems; repair tires; interpret and work from sketches, schematic drawing, and other diagrams; perform with skill and independence in troubleshooting, inspecting, and repairing damage and defects in heavy and light equipment; operate drill press, hydraulic presses, gas and arc welding equipment, metal shear, and metal break. Practice safe work procedures. Communicate effectively with those contacted in the course of work.

Experience, Education and Training: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: **Education:** High School diploma (or HSE-High School Equivalency Credential), preferred. Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. **Experience:** Three (3) years' experience in the repair and maintenance of gasoline and diesel engines. Repairing all tools and accessories on trucks and equipment. General mechanical skills on repairs and maintenance of truck, and construction equipment.

Physical Requirements: Shop environment; lifting, climbing and stooping; exposures to dust, grease, and noise. Lifts and carries up to 75 pounds and pulls or pushes up to 100 pounds of equipment and materials. Climbs, crawls, kneels, squats, stoops and bend freely when performing repairs. Must be able to hear clearly.

Licenses and Certificate: Possession of, or ability to maintain an appropriate valid Missouri driver's license; an appropriate Class B CDL with tanker and air brake endorsements; must be able to successfully complete a drug test.

SPECIAL REQUIREMENTS:

Schedule: Work is typically 6:30 a.m. to 3:00 p.m. Monday through Friday. Employee is scheduled to work 80 hours during the bi-weekly work period.

Overtime: The City provides overtime or compensatory time off pursuant to the Fair Labor Standards Act. Seasonal overtime is required for the position.

LIMITATIONS AND DISCLAIMER:

The above job description is meant to describe the general nature and level of work being performed: it is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for the position. All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. Requirements are representative of minimum levels of knowledge, skills and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently.

I have read the foregoing job description in its entirety and understand its contents. I can perform the essential functions outlined with or without reasonable accommodations under the American with Disabilities Act.

Signed: _____ Date: _____



Revised July 2024