



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

December 9, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of October 14, 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 a Supplemental Budget Adjustment for the General Revenue and Public Facilities Bond Fund for Fiscal Year 2024-2025
 2. Consider and Discuss Network Host Project
 3. Staff Reports
- 5. Adjournment**

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



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

October 14, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow , Terri Heckmaster, Chris Taylor

STAFF PRESENT: Interim City Administrator Traci Cox, Admin Assistant Dorothy Weber

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

2. Old Business

1. Approval of Sept 9, 2024 Minutes

ACTION: Motion to approve Sept 9, 2024 Minutes
Motion passed with a 3:0

AYES: Terri Heckmaster, Chris Taylor, Alan Snow

NOES: None

ABSTAIN: None

3. Citizens Participation

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

4. New Business

1. Consider and Discuss ARPA Funds

Ms. Cox stated that the ARPA funds needed to be allocated by Dec 31, 2024. Ms Cox explained that she went through and allocated the funds for capital expenses. Mr. Snow asked about needing a budget adjustment for it and Ms. Cox stated that the auditor should move the funds.

ACTION: Motion by Terri Heckmaster to approve transactions as listed in ARPA
Motion passed with a 3:0

AYES: Chris Taylor, Terri Heckmaster, Alan Snow

NOES: None

ABSTAIN: None

2. Consider and Discuss Council Bill for a Budget Amendment

Ms. Cox asked for a budget adjustment for items that have already been approved. An adjustment for repairs to the fire truck, the sign at the industrial park and legal fees.

ACTION: Motion to forward budget adjustments to council by Chris Taylor

Motion passed with a 3:0

AYES: Alan Snow, Terri Heckmaster, Chris Taylor

NOES: None

ABSTAIN: None

3. Staff Reports

Ms. Cox stated that sales tax was down, use tax was down, and the marijuana tax is up for the month of October. Ms. Cox then proposed a solution to having the I-49 and HH round-about closed down for 8 weeks. She stated that instead of closing it down, bringing in dirt to move it and that way it would only be closed down for one week. Ms. Cox explained that it would cost \$95,000.00 for the dirt.

ACTION: Motion by Chris Taylor to buy the dirt and amend the I-49 & HH contract.

Motion passed with a 3:0

AYES: Chris Taylor, Terri Heckmaster, Alan Snow.

NOES: None

ABSTAIN: None

5. Adjournment

ACTION:	Motion to Adjourn at 5:51 PM by Chairman Snow
	Motion passed with a 3:0
AYES:	Terri Heckmaster, Alan Snow, Chris Taylor
NOES:	None
ABSTAIN:	None

RESOLUTION NO. 2062

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT TO THE GENERAL REVENUE FUND FOR PARKS AND RECREATION TRAVEL AND TRAINING AND FOR PARKS AND RECREATION CAPITAL OUTLAY FOR ASH TREE REMOVAL AND REPLACEMENT, AND TO THE PUBLIC FACILITIES BOND FUND FOR A CHANGE ORDER TO MOVE THE EXIT RAMP AT THE I-49 INTERCHANGE, FOR FISCAL YEAR 2024-2025.

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 December 9, 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 adjustments to the General Revenue Fund for the Parks and Recreation Travel and Training for \$2,000.00, the Parks and Recreation Capital Outlay for Ash Tree removal and replacement for \$40,735.00 which will be reimbursed by a grant, and to the Public Facilities Bond Fund for a change order to the I-49 Interchange Project to rebuild the exit ramp rather than moving the existing ramp over for the amount of \$95,000.00,

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Alan Snow, Mayor

ATTEST:

Miranda Deal City Clerk

Sponsored by: Budget Committee



A New Charter Technologies Company

Network & Host Project

Quote # 008045 | Version 5

Prepared for:

City of Carthage

Thursday, December 05, 2024

City of Carthage
Traci Cox
623 E 7th
Carthage, MO 64836
t.cox@carthagemo.gov

Dear Traci,

Thank you for contacting Stronghold Data to build a better business through better technology. Stronghold Data has been providing quality products and services since 1990 and has grown from a small company selling PC's to the area's largest Joplin Based IT company serving organizations of all types and sizes across the four-state region.

We understand your business needs quiet and predictable IT Support. We quiet the noise with dedicated IT support and complete IT solutions.

The following proposal is for a Computer Technology solution. In addition to our hardware and software products, we offer a complete line of Business Continuity Solutions, Information Security, Managed IT Services, and Cloud Services.

Please review this proposal and contact us with any questions you have. We will be happy to assist in explaining the items and navigating the ordering process. Again, thank you for the opportunity to present our products and services. We look forward to providing you with the best solution available for your business needs.



Jason Rincker
Chief Revenue Officer
Stronghold Data LLC



Project Work

Description	Price	Qty	Ext. Price
PD - Network Project <u>City of Carthage – PD Network Closet Project</u> • Documentation & Discovery • Validate & Label – Validate with Vendor • Design – Color Coded Cat 6 Cables • Optimize – Move Firewalls to Network Rack • Configure & Install New Switches in Stack • Add Patch panels to protect existing wiring • Testing • Cutover, with a Scheduled Downtime Projected Hours: 31 hours	\$3,763.45	1	\$3,763.45
Ubiquiti Direct Attach Cable - 1.64 ft SFP+ Network Cable for Network Device, Switch - First End: 1 x SFP+ Network - Second End: 1 x SFP+ Network - 10 Gbit/s - 24/30 AWG 		2	
Other Fiber Network Sites - Network Project (7 sites) <u>City of Carthage – All other Fiber Connected Sites</u> • Documentation & Discovery • Validate & Label – Validate with Vendor • Design – Color Coded Cat 6 Cables • Configure & Install New Switches in Stack • Add Patch panels to protect existing wiring • Testing • Cutover, with a Scheduled Downtime Projected Hours: 10.3 Hours	\$2,100.00	1	\$2,100.00
City Hall - Network Project <u>City Hall at City of Carthage Network Project</u> • Documentation & Discovery • Validate & Label – Validate with Vendor • Design – Color Coded Cat 6 Cables • Configure & Install 6 New Switches in Stack • Testing • Cutover, with a Scheduled Downtime Projected Hours: 28.8 hours	\$4,087.49	1	\$4,087.49

Project Work

Description	Price	Qty	Ext. Price
Ubiquiti Direct Attach Cable - 1.64 ft SFP+ Network Cable for Network Device, Switch - First End: 1 x SFP+ Network - Second End: 1 x SFP+ Network - 10 Gbit/s - 24/30 AWG 		6	
San and VM Hosts Install	\$4,470.00	1	\$4,470.00
Project - Firewall Deployment Replacing current firewalls with SonicWall - Enhanced security with advanced threat protection system - Intuitive and user-friendly interface - Cost-effective licensing model - Better performance with robust hardware platform - Excellent technical support	\$1,885.00	8	\$15,080.00
Subtotal:			\$29,500.94

PD Closet

Description	Price	Qty	Ext. Price
Ubiquiti Pro Max 48 PoE - *Back Ordered 	\$1,660.47	2	\$3,320.94
48 Ports - 2.5 Gigabit Ethernet, Gigabit Ethernet, 10 Gigabit Ethernet - 2.5GBase-T, 10/100/1000Base-T, 10GBase-X - 3 Layer Supported - Modular - 100 W Power Consumption - 720 W PoE Budget - Optical Fiber, Twisted Pair - PoE Port			
Subtotal:			\$5,257.48

CH Closet

Description	Price	Qty	Ext. Price
Ubiquiti Pro Max 48 PoE - *Back Ordered 	\$1,660.47	6	\$9,962.82
48 Ports - 2.5 Gigabit Ethernet, Gigabit Ethernet, 10 Gigabit Ethernet - 2.5GBase-T, 10/100/1000Base-T, 10GBase-X - 3 Layer Supported - Modular - 100 W Power Consumption - 720 W PoE Budget - Optical Fiber, Twisted Pair - PoE Port			
Subtotal:			\$9,962.82

Other Site Example

Description	Price	Qty	Ext. Price
Hardware Per Site	\$1,009.16	7	\$7,064.12
Ubiquiti Pro Max Layer 3 Switch - 24 Ports - Manageable - 2.5 Gigabit Ethernet, Gigabit Ethernet, 10 Gigabit Ethernet - 2.5GBase-T, 10/100/1000Base-T, 10GBase-X - 3 Layer Supported - Modular - 50 W Power Consumption - 400 W PoE Budget - Optical Fiber, Twi 		7	
Subtotal:			\$7,064.12

Hardware

Description	Price	Qty	Ext. Price
SonicWall TZ370 Network Security/Firewall Appliance - 8 Port - 10/100/1000Base-T - Gigabit Ethernet - DES, 3DES, MD5, SHA-1, AES (128-bit), AES (192-bit), AES (256-bit) - 8 x RJ-45 - 3 Year Secure Upgrade Plus Advanced Edition - Desktop, Rack-mountable - 	\$2,058.51	8	\$16,468.08
PowerEdge R650xs (Qty 2) Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache,Turbo, HT (135W) DDR4-2666 3200MT/s RDIMMs Diskless Configuration (No RAID, No Controller) Dual, (1+1) Redundant, Hot-Plug Power Supply, 800W MM(100-240Vac) Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0 Intel E810-XXV Dual Port 10/25GbE SFP28 Adapter, PCIeLow Profile BOSS Riser & BOSS controller card + with 2 M.2 Sticks 240G (RAID 1) iDRAC9, Enterprise 15G (Qty 8) 16GB RDIMM, 3200MT/s, Dual Rank (Qty 2) Dell Networking, Cable, SFP+ to SFP+, 10GbE, CopperTwinax Direct Attach Cable, 3 Meter ProSupport 7x24 Technical Support and Assistance 5 Years ProSupport Next Business Day Onsite Service After ProblemDiagnosis 5 Years	\$7,998.16	2	\$15,996.32
PowerVault ME5024 25Gb iSCSI 8 Port Dual Controller Power Supply, 580W, Redundant, WW (Qty 8) Dell Networking, Cable, SFP28 to SFP28, 25GbE, PassiveCopper Twinax Direct Attach Cable, 2 Meter (Qty 12) 3.2TB SSD SAS Mixed Use up to 24Gbps SED FIPS-140 512e2.5in Hot-Plug AG Drive ProSupport Next Business Day Onsite Service After ProblemDiagnosis 5 Years ProSupport 7x24 Technical Support and Assistance 5 Years	\$71,414.14	1	\$71,414.14
Subtotal:			\$103,878.54

Network & Host Project

Prepared for:

City of Carthage

623 E 7th
Carthage, MO 64836
Traci Cox
(417) 237-7010
t.cox@carthagemo.gov



Prepared by:

Stronghold Data LLC

Jason Rincker
(417) 627-9878
Fax (417) 623-7606
jason.rincker@strongholddata.com

Quote Information:

Quote #: 008045

Version: 5
Delivery Date: 12/05/2024
Expiration Date: 12/31/2024

Quote Summary

Description	Amount
Project Work	\$29,500.94
PD Closet	\$5,257.48
CH Closet	\$9,962.82
Other Site Example	\$7,064.12
Hardware	\$103,878.54
Total:	\$155,663.90

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. By accepting and signing this proposal to purchase products and services from Stronghold Data you are also accepting the contract terms to our Master Services Agreement included with the official quote. This official quote can be downloaded by clicking the icon under the "Download the PDF" section on the Order Web Page. Once you accept this proposal by signing the order you will receive an email with the completed quote including contract agreement terms and your signature of acceptance.

STRONGHOLD DATA, LLC
MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is between Stronghold Data, LLC a Missouri limited liability company with its primary offices located in Joplin, Missouri (“Stronghold Data”) and the Customer as defined in the attached quote (“Client”) and is effective on the date of the first agreement invoice.

1. **PROVISION OF SERVICES.** Stronghold Data shall provide product(s) and services(s) to Client in accordance with the details listed in the attached quote that is part of this Master Service Agreement.
2. **SERVICE PERIOD.** The agreement shall begin on the date of the first agreement invoice. Stronghold Data shall provide service(s) as described, for a three (3) year term unless otherwise stated in the applicable quote. On expiration of the initial term or a renewal term, the service schedule shall automatically renew for a period of 1 year unless either party gives written notice of termination to the other sixty (60) days before the expiration of the initial term or any renewal term.
3. **CLIENT RESPONSIBILITIES.** Client will provide access to the site, bandwidth, and necessary utilities as needed by Stronghold Data to perform this Agreement. Clients will designate a contact person with authority to direct Stronghold Data.
4. **PAYMENTS AND ADJUSTMENTS.** Payment for all charges shall be due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days of the invoice shall bear interest at the rate of 1 ½ % per month or the highest rate allowed by law, whichever is less.

For all quoted recurring services (monthly, annually, or as otherwise stated in the official quote), the Client agrees that all recurring service charges will be scheduled accordingly and paid to Stronghold Data through our Automated ACH Payment system on a net 30 term or be subject to a 3% admin fee per invoice for manual processing. Hardware only and non-recurring service purchases are not subject to the ACH Payment requirement.

Stronghold Data consistently invests in our clients by providing new and better tools to deliver superior services. In order to deliver the highest level of support with these advanced tools we have a 4% fee increase each year to cover our increased costs for items such as software tools, staff salary increases, etc. Also, there may be rate increases throughout the year passed along to you, the client, from vendors such as Microsoft for products included with your service that may be periodically increased or decreased as the vendor changes their rates (i.e. Microsoft Office 365, etc.)

5. **DEFAULT.** If Client fails to make any payment when due or materially breaches any provision of the Agreement, then Stronghold Data may give notice to Client of its default. If Client fails to cure such default within fifteen (15) days on the notice, then Stronghold Data may do any or all of the following:
 - (a) Terminate this Agreement by giving notice to Client;
 - (b) Accelerate all remaining payments hereunder by giving notice to Client;
 - (c) Pursue any other remedy at law or in equity.
6. **CONFIDENTIALITY.** Client and Stronghold Data, for each party and for each party's owners, agents, employees, attorneys, accountants, consultants, and contractors promise covenant and agree, except as required by law, that either party will keep absolutely confidential and shall not disclose or disseminate in any way to third parties the other party's information and intellectual property, belonging to or originating from the other party, including but not limited to, documents, components, parts, information, drawings, data, scripts, sketches, plans, programs, specifications,



techniques, processes, software, inventions, supply sources, customer lists, pricing and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, business forecasts, invention, research, design or development of system information and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by a patent application prepared or filed by or on behalf of the other party. Any disclosure by either party of information or materials included herein to the party's employees, agents, attorneys, accountants, consultants, and contractors who have a need to know such information and materials is permitted, provided that each person(s) agree to the complete and absolute confidentiality as described in this Agreement.

7. **OWNERSHIP OF MATERIALS.** Client and Stronghold Data hereby agree that any systems, subsystems, work product, other products, components, parts, information, drawings, data, scripts, sketches, plans, programs, specifications, techniques, processes, software, inventions, and other materials developed and/or created by Stronghold Data for Client's sole proprietary use shall be property belonging to Client. Upon termination of this agreement, Stronghold Data will transfer and deliver to Client any and all such property belonging to Client that is controlled and/or operated by Stronghold Data.

8. **INDEMNIFICATION.**

A. To the extent allowed by law, each party shall indemnify, defend, and hold harmless the other party, its officers, directors, board members, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Agreement caused by its negligent or wrongful acts or omissions. In cases of concurring fault, each party shall bear its share of the loss.

B. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party under worker's compensation acts, disability benefit acts, or other employee benefit acts.

9. **LIMITATIONS OF LIABILITY; NO WARRANTIES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST BUSINESS, REVENUE OR PROFITS (OTHER THAN FEES AND CHARGES PAYABLE FOR PRODUCT OR SERVICES), OR FOR DAMAGES FOR LOST OR ERRONEOUS DATA, OR BUSINESS INTERRUPTION, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF CHARACTERIZATION, EVEN IF SUCH LOSS AND/OR DAMAGES WERE FORESEEABLE AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. STRONGHOLD DATA LIABILITY FOR CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT ARISE IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL MONTHLY RECURRING CHARGES FOR ONE MONTH, REGARDLESS OF WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

10. **PRODUCT RETURNS**

Stronghold Data adheres to the manufacturer/distributor return policies and timelines for all products. We reserve the right to make exceptions based on the client, product, and circumstance.

11. **NON-SOLICITATION**

Client acknowledges that Stronghold Data (SD) makes considerable investment in training and developing its employees, consultants and independent contractors, and that these relationships constitute valuable assets of SD. Accordingly, Client agrees that during the term of this Agreement and for a period of two (2) years thereafter, Client will not directly or indirectly recruit, engage or employ any person who has performed Services for Client under this Agreement. If at any time during the term of this Agreement, or for a period of two (2) years after its termination or



expiration, Client directly or indirectly recruits or employs (as an employee, contractor, consultant, or otherwise) any person who has performed Services for Client under this Agreement, Client will pay to SD as liquidated damages an amount equal to twelve (12) months compensation for that person, calculated based on that person's most recent or last salary level plus benefits. This payment shall be due by Client to SD within thirty (30) days of the date upon which SD makes demand therefore, which demand shall be in writing. Client agrees that the actual damages caused to SD from such an action would be difficult to calculate, and that this amount represents a reasonable approximation of those damages and not a penalty.

12. GENERAL PROVISIONS.

A. The failure of either party to insist or enforce, in any instance, strict performance by the other of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or right on any future occasion.

B. Stronghold Data shall perform this Agreement as an independent contractor and neither party shall be the agent, partner, or joint venturer of the other.

C. Client shall not assign this Agreement without the prior written consent of Stronghold Data, which will not be reasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

D. This Agreement shall be governed by the laws of the state of Missouri and the venue for any action arising out of this Agreement shall be Jasper County, Missouri. Both parties waive jury trial. Stronghold shall be entitled to recover its costs and attorney fees.

E. If any provision of this Agreement is invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby.

F. Provision contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement shall so survive the completion of performance and termination of this Agreement including the completion of performance and termination of this Agreement including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

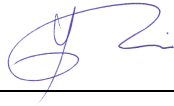
G. Stronghold Data and Client agree to conduct transactions by electronic means including, without limitation, facsimile transmission and email, and that signatures shall be binding on the parties.

H. If performance of this Agreement by either party or any obligation hereunder (other than payment of money) is prevented, restricted, or interfered with by cause beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. The party claiming force majeure shall notify the other party and shall use reasonable efforts under the circumstances to avoid or remove such force majeure. If the force majeure last for more than thirty (30) days, either party may terminate this Agreement on written notice.

I. The Agreement can only be modified in writing signed by the parties. In the event any provision of this Agreement conflicts with any applicable law, regulation, or order of any regulatory body with jurisdiction, then such law, regulation, or order shall prevail. In the event of any conflict or inconsistency between this Agreement and the associated quote, the terms of the quote shall prevail.

Stronghold Data LLC

Signature:



Name: Jason Rincker

Title: Chief Revenue Officer

Date: 12/05/2024

City of Carthage

Signature:

Name: Traci Cox

Date: