City of Carthage

City of Carthage, Missouri

PUBLIC SAFETY COMMITTEE

January 27, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of 12-16-2024 Minutes
   2. Discuss and consider contract for the Fraternal Order of Police
3. **Citizen Participation**
   (Each person addressing the Committee 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 Committee or Chair)
4. **New Business**
   1. Discuss and consider "Tower 2 Tower Run Proposal" - Megan Milliken CWEP
   2. Discuss and consider declaring 3 Kenwood radios as surplus and giving them to the Carthage R-9 School transportation for the school busses to utilize
   3. Discuss and consider CPD Donation
   4. Staff Reports
      Fire Department
      Police Department
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
PUBLIC SAFETY COMMITTEE

December 16, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of 10/22/24 Minutes
   Councilman Taylor made a motion to approve the 10/22/24 minutes as presented. Motion passes

3. Citizen Participation

(Each person addressing the Committee 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 Committee or Chair)

1. Consider and discuss Carthage Police Officers Association - Shelby Howard
   Shelby Howard spoke on behalf of the Carthage Police Officers Association. The majority of the Carthage Police officers employed by the City of Carthage, MO are requesting to be recognized as a bargaining unit in the Southwest Missouri Faternal Order of Police Regional Ledge #27 and Carthage Police Officer Association to be their exclusive bargaining representative, and to bargain collectively with the FOP over their salary and other conditions of their employment. Further, a request for the bargaining unit to be recognized and made up of police officers from the rank of Lieutenant and below. 21 signature cards from the Carthage Police Office were submitted.
   The administration will work to prepare a council bill to be presented at the next meeting of the Public Safety Committee.

4. New Business

1. Staff Reports

Fire Department

Intrim Chief Martin updated the committee on the radios that are being installed, replacing the AEDs, and outfitting the new vehicles.

Traci Cox requested to authorize the CFD to utilize ESU (the same company the CPD has used) for unfitting the new CFD vehicles. Councilman Taylor made a motion to authorize the CFD to use ESU. Motion passes

Police Department

Captain Chad Dininger gave the committee a staffing/station update.

Traci Cox requested that January and February meeting dates be moved due to them falling on city holidays. January meeting will be held on January 27, 2025 and February meeting will be held on February 24, 2025.

5. Adjournment

Councilman Taylor made a motion to adjourn

COUNCIL BILL NO. _____ ORDINANCE NO. _____

An Ordinance authorizing and adopting provisions for collective bargaining with law enforcement personnel.

WHEREAS, Lodge 27 of the Fraternal Order of Police requested that the City of Carthage "City" recognize Lodge 27 as the exclusive bargaining representative for the City's police officers for the purposes of collective bargaining; and,

WHEREAS, two Missouri Circuit Courts have ordered cities to establish a framework of their choosing for collective bargaining with those cities' police officers; and,

WHEREAS, The City Council of the City of Carthage, Missouri, deems it to be in the City's best interest to adopt provisions for collective bargaining with the City's law enforcement personnel.

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

Section 1. Collective Bargaining Provisions Adopted. That the Provisions for Collective Bargaining with Law Enforcement Personnel Agreement attached hereto and incorporated herein as Exhibit "A" be, and hereby is, approved and adopted.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

_____
Alan Snow, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

CITY OF CARTHAGE

Exhibit A: Provisions for Collective Bargaining with Law Enforcement Personnel

ARTICLE 1

PURPOSE

1.1 These provisions are adopted for the purpose of providing a framework within which law enforcement personnel employed by the City of Carthage can exercise their right under Article I, Section 29 of the Constitution of the State of Missouri to bargain collectively with the City, through representatives of their when choosing.

ARTICLE 2

COVERAGE

2.1 These provisions shall apply to all sworn full-time police officers employed in the Police Department.

2.2 It is the City's determination that all sworn full-time non-supervisory police officers employed within the Police Department constitute the most appropriate unit for the purpose of collective bargaining. Any election conducted for the purpose of allowing employees to designate an exclusive bargaining representative, as provided below, shall take place within this unit, subject to the following exclusions:

2.2.1 To avoid the division of loyalties and conflicts of interest, supervisory personnel shall not be included within the same bargaining unit as employees they supervise. Further, it shall be at the option of the supervisory employees as to whether they elect to be members of the same labor organization (union membership) that represents the bargaining unit. For the purposes of this subsection, Lieutenants, Assistant Chief of Police and the Chief of Police shall be considered supervisory employees.

2.2.2 Confidential employees shall not be included within the same bargaining unit as non-supervisory employees, nor shall they be represented by the same labor organization as represents any non-supervisory employees within the Police Department.

2.2.3 Managerial employees shall not be included within the same bargaining unit as non-supervisory employees, nor shall they be represented by the same labor organization as represents any non-supervisory employees within the Police Department.

ARTICLE 3

DESIGNATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

3.1 Any labor organization wishing to represent employees employed in the City's Police Department, in either a supervisory or non-supervisory bargaining unit, shall present to the City's Director of Human Resources, cards containing the signatures of at least thirty percent (30%) of the employees in the unit, indicating that they wish to select the labor organization in question as their exclusive bargaining representative for the purpose of collective bargaining.

3.2 Upon receiving such cards, the Director of Human Resources shall validate the signatures on the cards, and confirm that at least thirty percent (30%) of the employees in the bargaining unit have signed cards. If the Director determines that at least thirty percent (30%) of the employees in the unit have signed valid cards, the Director shall consult with the Chief of Police and the representative of the labor organization that has presented the cards and together they shall select a mutually agreeable date for a secret ballot election to take place. The election shall be held at City Hall, and shall be set for a date falling no less than four and no more than six weeks after the day upon which the Director first receives the cards from the labor organization's representative, unless the Director, the Chief of Police, and the representative of the labor organization all agree upon earlier date.

3.3 Once an election date has been set, the City Clerk shall issue a notice informing all eligible voters of the date, time, and place of the election. Such notice shall be distributed to all employees and shall be posted within the Department.

3.4 From the time the election notice is first posted until the date of the election, all employees of the City shall have the right to freely express their opinions about whether or not the labor organization should be selected as the exclusive bargaining representative of the employees in the bargaining unit. However, no employee of the City and no representative of the labor organization shall attempt to threaten, intimidate, coerce, or otherwise restrain any eligible voter in the free exercise of his or her individual choice to support or oppose the selection of the labor organization in question as the exclusive bargaining representative of the employees in the bargaining unit.

3.5 The election shall be conducted by secret ballot, using such procedures as the City Clerk shall determine are appropriate for ensuring the privacy and security of each employee's vote. Once the poll is closed, the City Clerk shall oversee the counting of the ballots. One representative of the Police Department management team and one representative of the labor organization shall have the right to be present during the counting of the ballots.

3.5.1 The ballots shall read "Do you wish to select [labor organization] as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Carthage Police Department?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

3.5.2 In the event that more than one labor organization seeks to represent employees in the unit, and in the event both labor organizations have obtained signatures from at least thirty percent (30%) of the employees in the unit stating that they wish to designate the labor organization as their exclusive bargaining representative, then the ballot shall read "Do you wish to select [labor organization A], [labor organization B], or no labor organization as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Carthage Police Department?" The ·ballot will then include check boxes for marking "I wish to select [labor organization A] as my exclusive bargaining representative", "I wish to select [labor organization B] as my exclusive bargaining representative", and "I do not wish to select any labor organization as my exclusive bargaining representative".

3.5.3 Any labor organization receiving more than fifty percent (50%) of the votes of all eligible voters shall be designated and recognized by the City as the exclusive bargaining representative for all employees in the bargaining unit.

3.6 Employees within the bargaining unit shall have the right to seek to decertify the labor organization as their exclusive bargaining representative at any time. If any employee within the bargaining unit presents to the Director of Human Resources cards bearing the signatures of at least thirty percent (30%) of the employees within the bargaining unit stating that those employees no longer wish to be represented by the labor organization in question, the Director shall first validate the signatures on the cards.

3.6.1 If the Director confirms that at least thirty percent (30%) of the employees in the bargaining unit have signed decertification cards, the Director shall consult with the Chief of Police and the designated representative of the labor organization to select a date for a decertification election. Such election shall take place at least four weeks after the Director receives the decertification cards, and no later than six weeks after the Director receives the decertification cards. Notice of such election shall be distributed to all employees within the bargaining unit and posted within the Police Department.

3.6.2 If more than fifty percent (50%) of the employees in the bargaining unit cast votes to terminate the labor organization's representation of the employees in the bargaining unit, the labor organization shall immediately cease to represent the employees in the bargaining unit.

3.6.3 In the event of the decertification of the exclusive bargaining representative of the employees in any bargaining unit within the Police Department, all terms and conditions of employment existing at the time of decertification shall remain in place until such time as those terms or conditions of employment are altered by the City's Council.

3.7 No more than one election shall take place in any bargaining unit within the same twelve-month period. Once an election takes place, the Director of Human Resources shall not accept cards from labor organizations or employees within the bargaining unit seeking another election for one full calendar year after the date of the election.

ARTICLE 4

COLLECTIVE BARGAINING PROCESS

4.1 After a labor organization is certified as the exclusive bargaining representative for the employees in a bargaining unit as set out above, and within thirty (30) days of the bargaining unit's written notice to the City of its intent to begin collective bargaining negotiations, representatives of the City, designated by the City Attorney, and representatives of the labor organization, selected by the labor organization, shall meet and begin bargaining for an agreement covering the wages, benefits, and other terms and conditions of employment for the employees within the bargaining unit.

4.2 Both sides shall bargain in good faith and make an earnest effort to reach a mutually acceptable agreement, but neither side shall be required to offer any particular concession or withdraw any particular proposal.

4.3 The City shall not pay any union representative for time spent participating in collective bargaining or preparing for collective bargaining, except to the extent the person in question is an employee of the City and elects to use accrued paid time off to cover the time so spent.

4.4 If the parties reach an agreement, management shall present the agreement to the City Council for approval or rejection.

4.5 This Ordinance is not intended to interfere with the City Council's powers and authority to adopt an annual budget. With regard to economic terms, the parties understand that all appropriations are subject to the adoption of an annual budget. The parties may elect to bargain non-economic terms for longer periods (e.g., three years or five years), but all economic provisions of the agreement shall be adopted on a year-to-year basis only.

ARTICLE 5

CONTENT OF LABOR AGREEMENTS

5.1 Labor agreements negotiated between the parties may cover wages, benefits, and all other terms and conditions of employment for employees within the bargaining unit, subject to the following limitations:

5.1.1 Every labor agreement shall include a provision reserving management the right to hire, promote, assign, direct, transfer, schedule, discipline, and discharge employees, so long as those rights are not exercised in a way that conflicts with any express provision of the labor agreement. Every labor agreement shall also include a provision reserving to management the right to make, amend, and rescind reasonable work rules and standard operating procedures so long as such work rules and standard operating procedures do not conflict with any express provision of the labor agreement.

5.1.2. Every labor agreement shall expressly prohibit all strikes and picketing of any kind. Every labor agreement shall include a provision acknowledging that any employee who engages in any strike or concerted refusal to work, or who pickets over any personnel matter shall be subject to immediate termination of employment.

ARTICLE 6

EFFECT OF LABOR AGREEMENT

6.1 In the event of a budget shortfall, the City Council shall have the right to require the modification of the economic terms of any labor agreement.

6.2 Should the City Council deem it necessary to modify the economic terms of any labor agreement, it shall so notify the relevant labor organization, and shall provide a period of thirty (30) days during which the City and the labor organization shall bargain in good faith over any necessary adjustments to the economic terms of the agreement.

6.3 If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the City Council's requirements, the City Council shall have the right to make necessary adjustments on its own authority.

ARTICLE 7

VALIDITY AND ENFORCEMENT

7.1 If the State of Missouri passes any law governing collective bargaining for law enforcement personnel, then to the extent any of the provisions established herein are inconsistent with the Missouri statute, the inconsistent provisions shall be superseded in whole or in part by such statute.

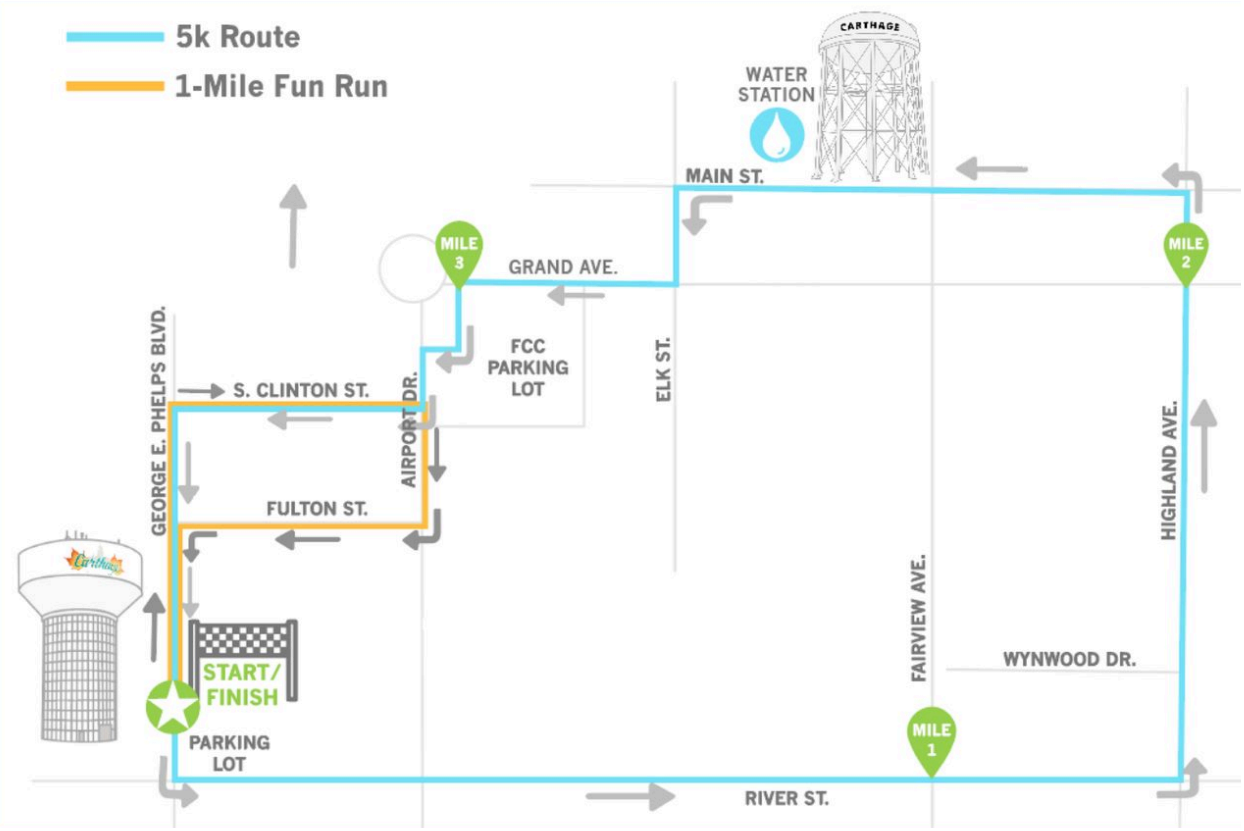
7.2 If any court of competent jurisdiction shall declare any of the provisions established herein to be unenforceable under any state or federal statute, regulation, or other authority, the unenforceable portion of the provision shall be removed, but all other provisions contained herein shall remain in effect.

2025 TOWER 2 TOWER RUN PROPOSAL

Carthage Water & Electric Plant (CWEP), is seeking approval to host our annual Tower 2 Tower 5k& 1-Mile Fun Run in honor of Drinking Water Week (May 4th -10th). The run will take place on Saturday,May 10th, 2025 at 8:00 a.m. The proposed start/finish location is at 826 E George E Phelps Blvd. (The parking lot directly West of the South water tower). All proceeds from the run will be donated toWater for People, an organization that exists to promote the development of high-quality drinking water and sanitation services, accessible to all people. All activities should be concluded by no later than 10:30am.

CWEP is requesting use of the parking lot next to the South water tower for the start/finish, parking, sign-ins, concessions, restrooms, etc. CWEP employee volunteers will be set up along the race route (pictured below) to help guide traffic and ensure the safety of all runners.

If you have any questions, please contact Meagan Milliken, CWEP Public Relations Manager, at 417-237-7344 or mmilliken@cwep.com.



RESOLUTION NO. __2075__

A RESOLUTION APPROVING THE DECLARATION AS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSITION OF THREE KENWOOD RADIOS AND DONATING THEM TO THE CARTHAGE R-9 SCHOOL DISTRICT TRANSPORTATION DEPARTMENT

WHEREAS, City Department Heads exercise direct supervision over inventories of supplies, and the sale, trade, or disposition of surplus supplies and equipment belonging to the City; and

WHEREAS, the Purchasing Officer, is responsible with Council approval for the disposition or *sale* of salvage, obsolete, or surplus materials, to prevent deterioration and value loss of no longer used materials, and to reduce storage costs; and

WHEREAS, the Chief of Police, and the Public Safety Committee recommends declaring three Kenwood radios as obsolete and surplus to the City's needs and donating them to the Carthage R-9 School District Transportation Department, for consideration by the full City Council.

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

That the aforesaid three Kenwood radios are determined and declared to be obsolete and surplus to the City's needs and are hereby authorized for disposition via a donation to the Carthage R-9 School District Transportation Department.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

_____
Alan Snow, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

RESOLUTION NO. ____

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF AN ANONYMOUS DONATION OF $10,000 BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY POLICY.

WHEREAS, periodically, private individuals and agencies would like to make donations and grants to the City of Carthage for general or specific purposes; and

WHEREAS, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting said donations and grants, and to assist the City Council in evaluating the impact of proposed donations and grants on the resources of the City of Carthage; and

WHEREAS, This policy also establishes guidelines that ensure donations occur at "arm's length" distance from any City decision-making process, and provide criteria and processes for the acceptance of donations; and

WHEREAS, City Staff ensured that there were no potential conflicts of interest regarding this donation, and protected the anonymity as much as legally possible provided by law for legitimate reasons; and ensured that the donor does not expect anything in return and there are no conditions attached to the donation; and

WHEREAS, the Public Safety Committee met and discussed concerns regarding transparency etc., including knowledge of the donation source, and any interest, the donor had in city business, and recommended acceptance of the donation at their January 27, 2025 meeting; and

WHEREAS, The City Administrator has prepared and submitted a report evaluating the impact of the proposed donation or grant on the resources of the City.

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 accepts a donation in the amount of ten thousand dollars and no cents ($10,000.00) from an anonymous donor for use in the Carthage Police Department. The donor did not place any restrictions on the specific use of the funds. A budget adjustment will be prepared when necessary to authorize the appropriation of these funds.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

_____
Alan Snow, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by Public Safety Committee

CITY ADMINISTRATOR DONATION REPORT:

The City Administrator shall prepare a report evaluating the impact of all proposed donations or grants on the resources of the City. This report must include both the immediate costs of placing said donation into service or program into action and the costs required to maintain or continue the program in future budget years. Such costs may include analysis of annual personnel, repair and maintenance and equipment expenditures and any future capital improvements required by the donation. The report must be submitted to Council at the same time acceptance of the donation or grant is to be considered. If additional operating costs are associated with the acceptance of the donation, the Council shall identify the source of revenues to defray the additional costs at the time of acceptance.

There will be no adverse impact of acceptance of the cash contributions. The Budget Ways & Means Committee will meet to determine a recommendation on the appropriation of these funds. It is recommended that the funds be placed in the Public Safety Fund budget pending Budget Ways & Means Committee recommendations for City Council action regarding appropriations of said funds.

Sponsored by Public Safety Committee