

**COUNCIL AGENDA  
CITY OF CARTHAGE, MISSOURI  
TUESDAY, SEPTEMBER 22, 2020  
COUNCIL CHAMBERS  
6:30 P.M.**

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
6. Presentations/Proclamations
  - Alpha Delta Kappa Month
  - Public Power Week
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
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor
11. Reports/Remarks of Councilmembers

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
  - Public Hearing on the Annual Operating and Capital Budget for Fiscal Year 2021
15. Old Business
  1. **C.B. 20-44** – An Ordinance adjusting the solid waste collection rates in the City of Carthage pursuant to the contract agreement entered into the 1<sup>st</sup> day of October 1, 2019, and terminating September 30, 2024, by and between the City of Carthage, Missouri, a municipal corporation, and Republic Services of Galena, Kansas. (Public Works)
  2. **C.B. 20-45** – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage, Missouri and Robert C. Yapp, President, Preservation Resources,

Inc. (PR!), 521 Bird Street, Hannibal, Missouri 63401, for to conduct a hands-on workshop called "Passive Floor Restoration" on October 9, 10, and 11, 2020 at the Phelps House in Carthage. (Carthage Historic Preservation)

3. **Consider and Discuss reconsideration of Resolution 1912** – A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds \$20,575) from the Restricted Trust Fund to Art Feeds. (McCune-Brooks Regional Hospital Trust)

## 16. New Business

1. **C.B. 20-46** – An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2020 – 2021. (Budget Ways & Means)
2. **C.B. 20-47** – An Ordinance authorizing the Mayor to enter into a contract with the Maple Leaf Car Show Committee for use of Kellogg Lake Park on October 16 and 17, 2020, in the City of Carthage, Missouri. (Public Services)
3. **C.B. 20-48** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highways and Transportation Commission for a Traffic Engineering Assistance Program Agreement for an Intersection study at River Street and Fir Road in the City of Carthage. (Public Works)

## 17. Mayor's Appointments

## 18. Resolutions

1. **Resolution 1914** – A Resolution reaffirming the authorization of an inter-fund loan from the Landfill Closure Fund for the purpose of improvement or reconstruction of Route 571, extending generally at its intersection with Elm and Garrison Streets, to be repaid pursuant to the attached schedule from the Capital Improvements Sales Tax Fund. (Budget Ways & Means)

## 19. Closing Comments

## 20. Executive Session

## 21. 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**

MINUTES OF THE MEETING OF THE CITY COUNCIL  
CITY OF CARTHAGE, MISSOURI  
SEPTEMBER 8, 2020

The Carthage City Council met in regular session on the above date in City Hall Council Chambers at 6:30 P.M. with Mayor Dan Rife presiding. Fire Chief Roger Williams gave the invocation and Police Chief Greg Dagnan led the flag salute.

The following Council Members answered roll call: Ed Barlow, Seth Thompson, Juan Topete, David Armstrong, Ray West, Ceri Otero, and Craig Diggs. Council Members James Harrison, Mike Daugherty and Alan Snow were absent. City Administrator Tom Short and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Chief Greg Dagnan, Fire Chief Roger Williams, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson, and City Clerk Traci Cox.

Mr. Armstrong made a motion, seconded by Mr. West, to approve the minutes of the August 25, 2020 Council Meeting. Motion carried unanimously.

During Citizen's Participation Period: Renay Minshew, Teresa Smith, and Judy Parton, Carthage Humane Society, discussed changes in leadership and requested support of City leadership as they continue to improve operations. Jonathon Roberts, YMCA, explained the request being considered in Resolution 1913, noting the pool services more than just the members of the YMCA. Callie Myers was introduced as the new CVB Director. Ms. Myers introduced additional staff at CVB, gave an update on grant applications, and discussed marketing and events associated with CVB.

Mr. Topete reported the Budget Ways & Means Committee is between meetings with the next meeting scheduled for September 14.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. Ms. Otero made a motion, seconded by Mr. Armstrong, to approve the job titles and pay grades of the Administration, Court, Fire, Public Works, Street and Public Health as presented in updated job descriptions. Motion carried. Ms. Otero made a motion, seconded by Mr. Armstrong, to implement the new salary scale beginning with the September 24 pay period, and any employee beginning September 24 or after would start on Step Temporary B. Motion carried.

Mr. Barlow reported the Public Safety Committee is between meetings with the next meeting scheduled for September 21.

Mr. Topete reported the Public Services Committee is between meetings with the next meeting scheduled for September 15.

Mr. Armstrong reported the Public Works Committee met on September 1. Tonya Niermann with Midcontinent Equity Holdings, LLC presented a proposed housing addition

that would be constructed just off of the Loop on the south side and would be subsidized by MHDC. A letter of support was included in the packet for review. Mr. Armstrong made a motion, seconded by Mr. Diggs, to forward the letter to Missouri Housing Development Commission. The committee also approved the adjusted rate increase for Republic Services. This is being presented in C.B. 20-44.

Special Committee and Board Liaison reports were given by Ms. Otero for the Carthage Humane Society and HSTCC, Mr. Diggs for the Carthage Tree Board and Kellogg Lake Board, Mr. West for the Jasper County Commissioners, and Mr. Barlow for the Planning, Zoning and Historic Preservation.

Mayor Rife reported on speaking to Mr. Barlow's U.S. Government class.

During Reports of Council Members, Mr. Armstrong discussed his concerns with the request presented in Resolution 1912.

Fire Chief Roger Williams reported the fire engine is currently under production.

Parks and Recreation Director Mark Peterson reported Dr. David Penning and the MSSU Biology Club will host a Natural History Day at Kellogg Lake on September 26 that will showcase wildlife that can be found at Kellogg Lake.

City Administrator Tom Short reported on the following: additional job descriptions will be reviewed at the next meeting of the Insurance, Audit & Claims Committee, one application has been submitted for CARES reimbursement, FY 2021 Budget will go to committee on August 14 for perfection, activities of the Covid Task Force, conversations with Wendi Douglas regarding the flooring workshop, meetings with Public Works Director Zeb Carney regarding solid waste rate increases, the letter of support for Midcontinent Equity Holdings and an upcoming Region M meeting.

The Committee on Claims filed a report in the amount of \$2,518,421.80 against the following funds: General Revenue \$52,109.91, Public Health \$10,302.95, Lodging \$5,350.17, Civic Enhancement \$73,429.30, Golf \$8,065.11, Library \$45,000.00, Payroll \$324,164.36, and Carthage Water & Electric \$2,000,000.00. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 20-41 – An Ordinance authorizing the Mayor to sign a Facilities Study and Environmental Documentation Agreement (Contract No. DE PM75-20SW00798) between the United States Department of Energy, Southwestern Power Administration (SWPA) and the City of Carthage, Missouri related to the addition of a transformer at Southwestern's Carthage Substation for use by the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Diggs, Otero, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-37.

C.B. 20-42 – An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with municipal charges was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Diggs, Otero, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-38.

Under New Business, C.B. 20-44 – An Ordinance adjusting the solid waste collection rates in the City of Carthage pursuant to the contract agreement entered into the 1<sup>st</sup> day of October 1, 2019, and terminating September 30, 2024, by and between the City of Carthage, Missouri, a municipal corporation, and Republic Services of Galena, Kansas was placed on first reading with no action taken.

C.B. 20-45 – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage, Missouri and Robert C. Yapp, President, Preservation Resources, Inc. (PRI), 521 Bird Street, Hannibal, Missouri 63401, for to conduct a hands-on workshop called "Passive Floor Restoration" on October 9, 10, and 11, 2020 at the Phelps House in Carthage was placed on first reading with no action taken.

The Mayor's re-appointments of Tim Hill and Bill Hawkins to the Care Leave Committee until August 2022, the re-appointments of Sean Smith and Chuck Bryant to the Enhanced Enterprise Zone Board until August 2025, and the re-appointment of Larry Graham, Richard (Bud) Rogers, Jeff Neely, Chad Reed, Buddy Garner and Mark Simpson to the Carthage Affordable Housing Task Force until September 2024 were presented for approval. Mr. Barlow made a motion, seconded by Ms. Otero, to remove the appointment of Sean Smith to the Enhanced Enterprise Zone Board. Motion carried. Ms. Otero made a motion, seconded by Mr. West, to approve the Mayor's appointments as amended. Motion carried.

Ms. Otero made a motion, seconded by Mr. Armstrong, to approve Resolution 1911 – A Resolution authorizing the Mayor to execute an Agreement for Training and Uniform Reimbursement for Police Officers between the City of Carthage and Wesley Eckols. Resolution 1911 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Diggs, Otero, Thompson, Topete and West.

Ms. Otero made a motion, seconded by Mr. Diggs, to approve Resolution 1912 – A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$20,575) from the Restricted Trust Fund to Art Feeds. Resolution 1912 failed by a roll call vote of 3 yeas, 3 nays and 1 abstention. Ayes: Otero, Thompson, and West. Nays: Armstrong, Diggs and Barlow. Mr. Topete abstained.

Mr. Armstrong made a motion, seconded by Mr. Diggs, to approve Resolution 1913 – A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$20,000) from the Restricted Trust Fund to Fair Acres

Family YMCA. Resolution 1913 was adopted by a roll call vote of 7 yeas and 0 nays.  
Ayes: Armstrong, Barlow, Diggs, Otero, Thompson, Topete and West.

Mr. Barlow made a motion, seconded by Mr. Topete, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:33 p.m.

---

Dan Rife, Mayor

---

Traci Cox, City Clerk

***PRESENTATIONS/  
PROCLAMATIONS***

# PROCLAMATION

**WHEREAS**, Alpha Delta Kappa is an international honorary organization of women educators dedicated to educational excellence, altruism and world understanding; and

**WHEREAS**, Alpha Delta Kappa gives recognition to outstanding women who are actively engaged in teaching profession; and

**WHEREAS**, Alpha Delta Kappa builds a fraternal fellowship among women in the teaching profession which will add to their effectiveness in the promotion of excellence in education; and

**WHEREAS**, Alpha Delta Kappa promotes high standards of education and thereby strengthens the status and advancement of the teaching profession; and

**WHEREAS**, Alpha Delta Kappa promotes educational and charitable projects and activities, sponsors scholarships, furthers and maintains worthy standards in the field of education and cooperates with worthy community programs relating to education and charities; and

**WHEREAS**, Alpha Delta Kappa contributes to world understanding, goodwill and peace through an international fellowship of women educators united in ideals of education; and

**NOW, THEREFORE**, I, Dan Rife, Mayor of the City of Carthage, MO, do hereby proclaim the month of October 2020 to be

## ALPHA DELTA KAPPA MONTH

in the City of Carthage, Missouri.

---

Dan Rife  
Mayor

# PROCLAMATION

**WHEREAS**, We the citizens of the community of Carthage, Missouri, have chosen to establish Carthage Water & Electric Plant (CWEP), a community, not for profit municipal electric utility; and

**WHEREAS**, CWEP provides reliable, efficient, and cost effective electricity in the community, employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

**WHEREAS**, CWEP is part of a community of over 2,000 public power systems in the United States that through consumer ownership ensure cost-cutting competition in the electrical energy industry to the benefit of electricity consumers everywhere; and

**WHEREAS**, Public Power Week has proven to be positive means to educate consumers and the general public about public power's public service mission; and

**NOW THEREFORE, BE IT RESOLVED**, that the week of October 4<sup>th</sup> through October 10<sup>th</sup>, 2020 be designated

## PUBLIC POWER WEEK

in order to honor CWEP, its consumer owners, and employees who work together to provide quality electric service to the community; and

**BE IT FURTHER RESOLVED**, that our community joins hands with other public power communities across the nation and celebrate the public benefits of public power for our local and national progress.

\_\_\_\_\_  
Dan Rife  
Mayor

***PUBLIC  
HEARINGS***

NOTICE OF PUBLIC HEARING  
FOR APPROVAL OF CITY OF CARTHAGE BUDGET

The City of Carthage will hold a Public Hearing for approval of the City of Carthage budget for the 2020-2021 Fiscal Year on Tuesday, September 22, 2020 at 6:30 pm during the City Council meeting. For questions, contact City Clerk Traci Cox (417) 237-7000.

Traci Cox  
City Clerk  
City of Carthage, Missouri

***OLD  
BUSINESS***

COUNCIL BILL NO. 20-44

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADJUSTING THE SOLID WASTE COLLECTION RATES IN THE CITY OF CARTHAGE PURSUANT TO THE CONTRACT AGREEMENT ENTERED INTO THE 1ST DAY OF OCTOBER 1, 2019, AND TERMINATING SEPTEMBER 30, 2024, BY AND BETWEEN THE CITY OF CARTHAGE, MISSOURI, A MUNICIPAL CORPORATION, AND REPUBLIC SERVICES OF GALENA, KANSAS.

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

**SECTION I:** Rate adjustments are hereby provided for Solid Waste Collection in accordance with the schedule (Appendix A) which is attached hereto and incorporated herein by reference; the new rates shall commence on October 1, 2020, and terminate on September 30, 2021.

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

**PASSED AND APPROVED THIS DAY \_\_\_\_\_ OF \_\_\_\_\_, 2020.**

\_\_\_\_\_  
**Dan Rife, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Traci Cox, City Clerk**

Sponsored by: Public Works Committee

# APPENDIX A

## SOLID WASTE COLLECTION RATES (Effective October 2020)

### RESIDENTIAL SOLID WASTE COLLECTION RATES:

\$12.98 PER MONTH FAMILY

\$10.57 PER MONTH SINGLE/SENIOR

<b>COMMERCIAL CART:</b>	\$29.43
2YD 1X/WK	\$72.37
4YD 1X/WK	\$119.95
6YD 1X/WK	\$151.01
8YD 1X/WK	\$164.72

**COUNCIL BILL NO. 20-45**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF CARTHAGE, MISSOURI AND ROBERT C. YAPP, PRESIDENT, PRESERVATION RESOURCES, INC. (PR!), 521 BIRD STREET, HANNIBAL, MISSOURI 63401, FOR TO CONDUCT A HANDS-ON WORKSHOP CALLED "PASSIVE FLOOR RESTORATION" ON OCTOBER 9, 10 & 11, 2020 AT THE PHELPS HOUSE IN CARTHAGE.**

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri a Contract with Robert C. Yapp, President, Preservation Resources, Inc. (PR!), 521 Bird Street, Hannibal, Missouri 63401, for to conduct a hands-on workshop called "Passive Floor Restoration" on October 9, 10 & 11, 2020 at the Phelps House in Carthage, a true 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 \_\_\_\_\_, 2020.**

\_\_\_\_\_  
**Dan Rife, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Traci Cox, City Clerk**

**Sponsored by: Carthage Historic Preservation**

# ❖ PRESERVATION RESOURCES, INC ❖

Creating Practical Historic Preservation Solutions

---

August 25, 2020

**City of Carthage, Missouri**  
**Carthage Historic Preservation**  
**Carthage, Missouri**

Per the RFP I agree to conduct a hands-on workshop called "Passive Floor Repair and Restoration" on Friday, Saturday & Sunday, October 9, 10 & 11, 2020 at the Phelps House in Carthage, Missouri under the following terms:

- 1) With a class of 18 dedicated students (12 minimum) we will begin each of the three days at 8:30 a.m. and end each day around 5:00 p.m. The goal is to safely remove the old finishes from oak flooring in three rooms, make repairs and apply one coat of satin finish by the end of the third day, Sunday March 29. The second coat will have to be applied by someone local after the workshop. I will leave the finish and all the supplies to do this and it would take someone 2 to 3 hours to do so.
- 2) The success of this endeavor is solely dependent on the dedication of the 18 students (minimum of 12 students). Be certain they know it will be hard work and they must commit to staying with the workshop from beginning to end.
- 3) I will arrive at the Phelps House at 3:00 Thursday afternoon October 8, 2020. Everything must be out of all three rooms when we arrive so we can set up and stage the class. The spaces must be heated or air conditioned per the weather. I need to see good pic's of all three rooms in advance.
- 4) I also need someone to test an out of the way spot in each room to see what the existing finish is. This is done by cleaning the small area first with warm water and Dawn. The next step is to apply some denatured alcohol (paint, hardware or lumber store has this) on the spot, let it sit for 5 minutes and then wipe the area with a cotton cloth. If the finish comes off on the rag, it will be shellac, if not it is probably varnish or polyurethane. Take a picture of the rag and email it to me please. This helps me figure out the best way to strip the floor.
- 5) Each student must bring a pair of knee pads & safety glasses. I will supply everything else
- 6) Carthage Historic Preservation agrees to provide lunch on-site for me, my assistant and the attendees.
- 7) My turnkey fee is \$14,800 for the event which includes all travel, accommodations, food and materials.
- 8) Our policy on our larger workshops, like this one, has changed for 2019 & beyond. We require a \$2,000 deposit to reserve the date and cover materials costs. This should be paid at the time the contract is signed.
- 9) We will email an invoice for the balance of \$12,800 before the event. Full payment is due upon completion of the workshop on Sunday, October 11, 2020.
- 10) The checks should be made out to: Preservation Resources, Inc., 521 Bird Street, Hannibal, MO 63401. Preservation Resources, Inc, is a corporation and our Federal I.D. # is 42-1559706.

11) I will e-mail handout materials that will need to put into packets for the estimated number of workshop attendees for each workshop. I will provide any promotional materials you may need and agree to interview with any media entity you deem important to promote the event.

Please sign this Contract and email a signed copy to me at your earliest convenience. You can mail the deposit check at the same time to the address in line 10).

We, the undersigned, understand and agree to the above terms.



8-25-2020

---

Robert C. Yapp –President    Date

---

City and/or Carthage Historic Preservation Officer

---

Date

**RESOLUTION NO. 1912**

**A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS (\$20,575) FROM THE RESTRICTED TRUST FUND TO ART FEEDS.**

**WHEREAS**, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

**WHEREAS**, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

**WHEREAS**, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

**WHEREAS**, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

**WHEREAS**, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

- a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage. Missouri metropolitan area;
- b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;
- c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;
- d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;
- e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

**WHEREAS**, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

Art Feeds	\$20,575
-----------	----------

**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 Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) above, and the attached application.

**PASSED AND APPROVED THIS 8th DAY OF September, 2020.**

**ATTEST:**

\_\_\_\_\_  
**Dan Rife, Mayor**

\_\_\_\_\_  
**Traci Cox, City Clerk**

September 17, 2020

To Whom It May Concern:

I am Bryan Shallenburger, Director of Special Services for the Carthage R9 School District. I served as the principal of Columbian Elementary for the past five years. I have seen first hand the benefits of having Art Feeds programming within our schools. Art Feeds goes beyond art. At a time with kids being away from school and families are stressed, Art Feeds is the kind of support we need.

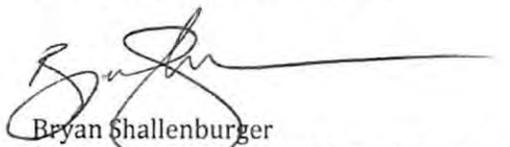
Since 2015, Art Feeds has been committed partner of Carthage School District, providing training, curriculum, in classroom volunteers, mural making programs, murals and art supplies free of cost to teachers and students at Columbian, Fairview Mark Twain, Pleasant Valley, and Steadley Elementary schools, as well as Carthage Early Childhood and Special Education School. Art Feeds programming has been valuable in our elementary schools for the last 5 years supporting social emotional skills, emotional expression, and creative growth with our students. Each year, Art Feeds has provided 1,800-2,000 students programming and art packs, with the motivation to give a space for children to build confidence, self-worth, creative problem solving skills and mental and emotional wellness through art making.

The Art Instructor at Fairview Elementary, Alexandra Burnside, shared a story from a parent about the importance of the program to our students and parents. She said a parent shared, "My child has never been very eager to draw or make art-type activities. After coming home with the Artist of the Week sticker [a sticker provided in Art Feeds to recognize those practicing kindness and creativity], he has completely changed his attitude about art. First, we noticed that we was saving the sticker and putting it on his shirt each morning following his Art Feeds day. Second, suddenly he is drawing at home and expressing himself creatively in a way we've never seen. He mentioned that it's not only the people who draw best that are artists, but the people who are nice and help others too. Thank you for making him feel creative and loved."

This year in response to COVID-19, Art Feeds offered Carthage Elementary Schools a program with a focus on Trauma Informed Care Training with a Creative Arts Therapist, access to Art Feeds Trauma Curriculum and art packs for each student. Meg shared that the Art Feeds team had worked in the last 5 months to develop more resources around the Trauma Curriculum, including new teaching videos, translations of the lessons into Spanish, and social emotional learning activity sheets to pair with the lessons. All of these resources would be a huge help to our teachers and students as they navigate an unprecedented school year.

This is a year like no other where we face many challenges and more resources for the emotional and mental wellness of our students is critical. Art Feeds CEO, Meg Bourne, and I worked together to communicate this resource to the Elementary Schools, where Art Feeds offered not only to train Art Instructors, but also school counselors and in classroom teachers. Fairview, Columbian, Mark Twain and Steadley opted into the program. We created a plan to train 5 staff members at each school with a Creative Arts Therapist and Trauma Therapist, provide these staff members with access to the curriculum web site, Art Feeds Online, totaling in 20 staff members. Additionally, the goal was an Art Pack for each student. Art packs have always been an important tool that our students love, that this year could be used as a crucial mechanism to keep germ spread at a minimum and provide students with learning tools should they have to quarantine or should school go out of session. Once a plan was created, Meg and Art Feeds began to pursue funding for the project. This letter is in support of Art Feeds request of \$20,575 from the McCune Brooks Trust, which will provide training and curriculum to 20 staff members and programming and art packs to 1,800 Elementary children in our schools.

Thank you for your consideration,



Bryan Shallenburger  
Carthage R-9 Director of Special Services

Application Date: 8/20/20

MCCUNE BROOKS REGIONAL HOSPITAL TRUST  
Data Sheet for Organizations  
Requesting Grants

PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request. Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: Art Feeds
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES X NO \_\_\_\_\_
  - a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.
3. Please provide your organization's taxpayer identification number: 27-1326336
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.

Art Feeds creates programming empowers students through visual, creative and expressive Arts. We are an organization that exists to strengthen the work of schools and children's organizations by providing training, curriculum, supplies and ongoing support for teachers and staff to then impact students. Our programming, training and curriculum are designed to increase problem-solving skills and self-efficacy in children, foster healing through art for children who have experienced trauma or face obstacles, provide all-inclusive programs to reach students where they are- regardless of their diverse needs and backgrounds, prioritize creativity as a valuable life skill, and facilitate expression for children's emotional health and well-being, decrease fear, stress and anxiety in children. Art Feeds programming is different, we merge the power of art making with the transformative power of emotional intelligence and mental health to create space for children to create, feel and grow. Since our inception in 2009, Art Feeds has impacted 65,000, and has been active in the Carthage Community since 2015, providing expressive and creative arts programming to 2,000-3,000 children in the Carthage Community annually.
5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust? \$20,575
6. When does your organization anticipate the need for funds it is requesting?

We are requesting these funds to support our Trauma Informed Care Training, Curriculum, Art Supplies and Ongoing Support Program for Carthage R-9 Elementary Schools to impact 1,800 children. The funds would be used ASAP to order Art Packs for Carthage Elementary students to use in virtual and in person this year and to train 33 Carthage staff members on Trauma Informed Care and Trauma Curriculum.

**7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.**

With this project we will support 1,800 Elementary aged children in Carthage, MO. We will provide Trauma Informed Care Training, Trauma Curriculum, Art Supplies and ongoing support to empower teachers to create spaces where children can grow resilience, social emotional skills and mental and emotional wellness. Our organizational focus in the 2020-2021 school year is support for the Adverse Childhood Effects the children of Carthage are facing in real time. The demographics are as follows:

Steadley Elementary 550 students- 46% free and reduced lunch & 25% minority (majority Latinx)

Columbian Elementary 500 students- 83% free and reduced lunch & 64% minority (majority Latinx)

Mark Twain Elementary 300 students- 51% free and reduced lunch & 35% minority (majority Latinx)

Fairview Elementary 600 students- 51% free and reduced lunch & 69% minority (majority Latinx)

As well as the training and support of 20 elementary grade level teachers , counselors and art teachers.

Art Feeds lessons use all forms of art- dancing, painting, drawing, sculpture, storytelling, music making and more. We have over 200 lessons vetted with thousands of children and improved over time. We have perfected our training in over 11 years, a training we call the Art Feeds Method. The Art Feeds Method allows school and children organization staff to create spaces that are dynamic- fun, joyful, safe, free, available for risk taking, encouraging of imagination, supportive of innovation and open to exploration. Our training includes a focus with a Creative Arts Therapist and Child Trauma Specialist that shares strategies of how classroom teachers can meet the needs of students.

Programming is free for children & parents through our Community Assist program. Art Feeds has been a consistent force across the country, in past years we have worked with an average of 7,000-10,000 children per school year, 3,000 of which are in the Carthage Community. Our programs have been fostering long-term growth and change in Carthage since 2015. Art Feeds has existed since 2009 and impacted 65,000 children and counting. In the 2020-2021 school year, we are slated to impact 27,000 children with our Trauma Informed Care Training and Trauma Curriculum, the bulk of our programming in MO, AR, OK, and KS.

We have implemented strategic plan in response to COVID-19 to meet the needs of the children we serve by helping with students' mental and emotional wellness and social emotional skills. Our actionable plan so far: 1.) In March, we acted quickly and provided the immediate need of over 1,100 emergency art kits. Art kits helped with ongoing school and provided supplies to children with very little resources. Distributed with free lunch pick up to the most vulnerable children in Carthage 2.) Train 100 teachers in 10 high needs School Districts. The focus in Carthage Schools is 20 teachers in 4 elementary schools. This training will include training on Trauma Informed care and on how to use creativity and expression for the purpose of mental and emotional wellness in children. We will also include year-long access to our Trauma curriculum and Core Elementary curriculum on Art Feeds Online and ongoing support from our staff throughout the school year. This will impact 27,000 elementary aged children, and for the purpose of this grant, 1,800 Carthage Elementary aged children at the cost of \$14.27 per head. 3.) Provide art packs for 1,800 Carthage children this school year. Experts predict there will be a COVID spike and potential school closings, art packs will be used to suppress the spread of germs and provide tools for students should school closings occur. 4.) For the past 20 weeks, we have created free online content for parents to have easy access to while children are home. This content is specifically 3-10 minute project tutorials with a focus on social

emotional skills called #ArtFeedsMakes posted 1-2 times weekly and free Social Emotional Learning activity sheets created once a week. We have created over 45 projects for easy at home use for distance learners. See the blog on [www.artfeeds.org](http://www.artfeeds.org) for examples 5.) We have re-filmed all of our Trauma Curriculum Teaching videos in order to reach at home learners, videos that teach directly to the students 6.) We have translated all of our trauma curriculum in Spanish to allow for more equity and inclusivity for students with Spanish speaking parents or students who have English as a second language. 7.) For students with limited access to wifi, we have created social emotional skill activity sheets to pair with our lessons. If students cannot watch the lesson online, they can still participate with a printable. Our aim was to provide tools for teaching no matter in person, distance learning or hybrid.

Art Feeds began in 2009 in Joplin, MO. In May 2011, we used art making in the healing process to address the collective grief and community wide trauma caused by the EF-5 tornado. In 2 years from the time the disaster struck, Art Feeds was working with every elementary aged student in 16 Joplin schools on a weekly basis. This laid the groundwork for our organization to use art as an expressive and healing mechanism for years to come. Using all forms of art- painting, drawing, dancing, storytelling and music, our curriculum is designed to create a space where children feel free and safe to express themselves. We used what we learned in each community in real time to test and improve the best lessons for children in facing Adverse Childhood Effects (ACE's) and those in grief and trauma. We also perfected the space that an educator can which we call the Art Feeds Method. The Art Feeds Trauma curriculum has been used in Moore, OK, following a tornado, after flooding in Estes Park, CO and Noel, MO, and internationally in highly vulnerable populations- children who have been rescued from trafficking, slavery, disease and chronic poverty, with children with incarcerated parents, children who have survived sexual trauma, children rescued from slavery and the list goes on. The curriculum has these benchmark goals that we measure in pre and post surveys with students 3rd-5th grade:

1.) Reduce fear, stress and anxiety in students; 2.) Increase self-efficacy and self worth; and 3.) Increase creative problem solving and resiliency skills. In the 2017-2018 school year Art Feeds programs had a success rate of 1.) A 35% reduction in fear, stress and anxiety; 2.) An increase in self-efficacy and self worth by 28%; and 3.) An increase in creative fluency and problem solving by 52%.

These are all tools children of this pandemic need this school year, and we have the expertise to provide it. Teachers at our partner schools have reached out for help, sharing that they feel overwhelmed and under equipped to cope with the trauma their students are facing- we have the ability to fill that gap. Art Feeds lessons are written by a certified Art Teacher, consulted on by a Creative Arts Therapist and developed in conjunction with a Child Trauma specialist. The lesson plans are on Art Feeds Online, where teachers have access to the full lesson, project examples, teaching videos accompanying each lesson, additional resources and training videos on how to create an environment where children feel free and safe to express themselves. This is ideal for our current situation, allowing teachers to use these resources both with students in person in school, and easily use when online teaching. The landscape is uncertain in the coming school year, with distance learning, in person learning and a hybrid mix. Our training, curriculum and trauma

curriculum will be used in any scenario, built to be flexible to meet the needs of the teachers, parents and schools.

With our focus on Trauma Informed Care and Trauma Curriculum this year, we have solidified partnerships and grants to support thousands of children and over 100 teachers. We have written and received grants to support the Arkansas programming and wish to do the same for our Missouri partners. We have received a \$5,000 grant from Community Foundation of the Ozarks in support of the project, are allocating \$1,000 of our Carthage Area United Way funding to the project and are looking for an additional \$20,000 in support to fund the project completely.

This funding will support Trauma Informed Care training with 20 teachers in 4 Carthage Elementary Schools, Trauma Curriculum and annual access to our curriculum portal- Art Feeds Online, ongoing support to Carthage Elementary School staff and Art Packs to 1,800 students.

A further note on Art Packs- a critical need now is art supplies for the students. For 11 years, Art Feeds has provided Art Packs to students in our Community Assist program. Art packs are a tote bag filled with essential supplies for each individual student we serve. In communicating and processing with teachers on the effects of COVID, we are learning that the art packs are more essential than ever for learning and student's safety this school year. The art packs will serve a dual purpose for students in online learning help students complete their schoolwork and continue their expression and creativity at home. We understand that the most marginalized students will be those attending school in person in the fall. For students who attend school in person, the individual art packs and supplies help suppress the spread of germs. Schools are underfunded and most shared supplies in classrooms are purchased by teachers, the average amount per student in Missouri art classrooms is \$3 for the entire school year when supplies are purchased in bulk. Students that have a choice to attend school online are traditionally from higher income households, with parents that have the ability to work from home. Students in the free and reduced lunch percentages often have parents that cannot work remotely and must send their children to school. A majority of Carthage students are Latinx, which from research we know that this population is at a higher risk of being affected by COVID-19 as are their families. Art packs will help students contain the spread of germs as they attend school in the coming school year. If mandatory school closures occur due to a rise in COVID-19 cases, these vulnerable students will be able to take their art packs home, providing them with the essential supplies for school and creating that many lack. This funding would allow us to keep 1,800 students safer and healthier physically, mentally and emotionally in the coming school year.

8. **If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.**

As mentioned above, the focus is to empower 33 Carthage Elementary School staff with Trauma Informed Care Training and Art Feeds Trauma Curriculum, to be used to aid in the mental and emotional wellness for students. Carthage children are facing Adverse Childhood Effects in real time, with loss of loved ones, loss of a sense normalcy, homes, food security, financial security and so

much more. Our goal is to equip the staff to care for students needs, as well as provide students with art packs to continue the Trauma Curriculum in school or at home on an ongoing basis for their mental and emotional wellness.

9. **What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.**

For this project specifically, Art Feeds has received \$5,000 from the Community Foundation of the Ozarks COVID-19 Response and Recovery Fund. We seek the remaining \$15,000 needed for the project from McCune Brooks Trust to support children of the Carthage community as this project has pivoted from our regular school year programming in an effort to support the mental and emotional health of Carthage children. Please see the attached project budget for a clearly outlined intended use of funds.

For our general funds, In a typical year, Art Feeds relies on individual donors to support our organization by 40-50% of the budget. These individual donors are not a handful of large donors, but rather many donors giving gifts from \$5-500 regularly or in our Online Fundraising Campaigns. However, due to the effects of COVID-19, many of these everyday people have taken a large financial hit and are unable to donate which effects our organization. However, we have been able to pivot and apply for many grants to support our programming- Steadley Foundation, Carthage Community Foundation, Community Foundation of the Ozarks, and Carthage Area United Way have all supported our programs to help Art Feeds remain sustainable during this uncertain time. We also received PPP to aid our organizational payroll in the recent uncertain months.

10. **Please list the name, address, Email address & phone # of the presiding officer of your organization.**

Margaret (Meg) Bourne, Founder and CEO, [meg@artfeeds.org](mailto:meg@artfeeds.org) , 417-483-8454

11. **Please list the names, addresses, and phone numbers of four (4) officers or members of your organization, other than your presiding officer, who will be available to the Trust, or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.**

1. Heather Collier, Board President, 528 E Centennial Ave Carthage MO 64836, (617) 980-1467
2. Jason Shelfer, Secretary, 1628 S. Maple Street Carthage, MO 64836, (417) 793-7827
3. Kim Lewis, Vice President, 700 West Live Oak Street Austin, TX 78704 (323) 574-4503
4. Michael Compton, Treasurer, 112 North Wood Street Neosho, MO 64850 (417) 437-1669

12. **Please identify an individual for follow up contact to review effectiveness of the grant.**

Meg Bourne, Art Feeds CEO at [meg@artfeeds.org](mailto:meg@artfeeds.org) and 417-483-8454

Completed Affidavit must be included with application for consideration!

**501(c) (3) VERIFICATION AFFIDAVIT**

The undersigned, a duly appointed officer of \_\_\_\_\_,  
(hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\*Please reference attached scan for signed affidavit  
(Name of Organization)

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

Submit this completed application to:

**McCune Brooks Regional Hospital Trust  
c/o Schmidt Associates  
1105 Industrial Drive  
Carthage, MO. 64836**

Requests will be reviewed at the next scheduled meeting of the Trustees.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 05 2011**

ART FEEDS  
2416 E 11TH  
JOPLIN, MO 64801

Employer Identification Number:  
27-1326336  
DLN:  
17053137320011  
Contact Person: PAULA J MOLL-MALONE ID# 31262  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
July 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
July 14, 2009  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

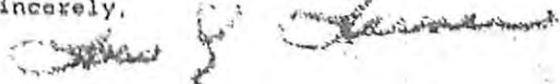
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

  
Lois G. Lerner  
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

# Art Feeds

## BALANCE SHEET

As of July 1, 2020

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
10000 Art Feeds National 3560	72,803.32
10300 Bridge Grant	8,278.00
10500 Carthage	23,620.80
10700 Mobile Art Center	56.14
10950 Murals	0.00
10960 Walmart Grant- Misc Murals	19,862.10
<b>Total 10950 Murals</b>	<b>19,862.10</b>
10955 Art Feeds Online Updates	0.00
<b>Total 10000 Art Feeds National 3560</b>	<b>124,620.36</b>
10200 PayPal	700.55
10250 Venmo	-71.19
Art Feeds Savings 6960	904.78
<b>Total Bank Accounts</b>	<b>\$126,154.50</b>
Accounts Receivable	
11400 Grants Receivable	869.70
<b>Total Accounts Receivable</b>	<b>\$869.70</b>

# Art Feeds

## BALANCE SHEET

As of July 1, 2020

	TOTAL
Other Current Assets	
10099 Undeposited Funds	-3,912.85
10900 Cash on Hand	242.84
11020 Inventory Asset	2,009.14
Uncategorized Asset	158.87
<b>Total Other Current Assets</b>	<b>\$ -1,502.00</b>
<b>Total Current Assets</b>	<b>\$125,522.20</b>
Fixed Assets	
15000 Furniture and Equipment	15.90
15200 Computer Equipment	2,341.77
15300 Computer Accum Depreciation	-968.00
15400 Vehicles	37,432.26
15401 Accum Depr - Vehicles	0.00
<b>Total 15400 Vehicles</b>	<b>37,432.26</b>
17000 Website Development	17,473.00
17100 Website Accum Amortization	-2,184.00
<b>Total Fixed Assets</b>	<b>\$54,110.93</b>
Other Assets	
15500 Carthage CFO Endowment	9,546.26
15600 Joplin Comm Found. Endowment	594.69
<b>Total Other Assets</b>	<b>\$10,140.95</b>
<b>TOTAL ASSETS</b>	<b>\$189,774.08</b>

# Art Feeds

## BALANCE SHEET

As of July 1, 2020

	TOTAL
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
Other Current Liabilities	
21000 Payroll Liabilities	0.00
21010 Federal Taxes (941/944)	-116.22
21020 MO Income Tax	-14.00
21021 MO Unemployment Tax	0.00
21030 KS Income Tax	0.00
21099 Accrued Payroll	0.00
AR Income Tax	410.49
AR Unemployment Tax	0.00
<b>Total 21000 Payroll Liabilities</b>	<b>280.27</b>
230000 PPP Loan Payable	14,312.00
240000 EIDL Loan Payable	15,000.00
Direct Deposit Payable	0.00
<b>Total Other Current Liabilities</b>	<b>\$29,592.27</b>
<b>Total Current Liabilities</b>	<b>\$29,592.27</b>
<b>Total Liabilities</b>	<b>\$29,592.27</b>
Equity	
30000 Opening Balance Equity	9,103.49
32000 Unrestricted Net Assets	57,371.92
39000 Retained Earnings	94,092.73
Net Income	-386.33
<b>Total Equity</b>	<b>\$160,181.81</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$189,774.08</b>

Completed Affidavit must be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of Art Feeds,  
(hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this 21 day of August, 2020.

Art Feeds  
(Name of Organization)

BY: [Signature]  
Signature

Founder and CEO  
Typed Name and Title

Submit this completed application to:

McCune Brooks Regional Hospital Trust  
c/o Schmidt Associates  
1105 Industrial Drive  
Carthage, MO. 64836

Requests will be reviewed at the next scheduled meeting of the Trustees.



School	# of Element	# of students	Free and reduced lunch %	Minority enrollment %	County
Fairview Elementary	1	600		51% 69% (majority latinx)	Jasper
<b>Art Packs</b>					
A tote with a 24 count of crayons, 10 count washable markers, 8 count watercolor palette, 40 page sketchbook, 9 gram glue					\$8.50
					600 \$5,100.00
<b>Trauma Curriculum and Trauma Informed Care Educator Training Per School</b>					
Cost per person trained (			\$100		\$500
Additional costs-printed r:			\$100		\$100
					Sub Total: \$600
<b>At Feeds Online Curriculum Portal Use Per District</b>					
Cost per use:			\$300	\$1,500	
					Sub Total: \$1,500
Number of Teachers at Training:	5				Cost of Trai: \$2,100
					<b>Total cost: \$7,200.00</b>

School	# of Elementary Schools	# of students	Free and reduced lunch %	Minority enrollment %	County		
Mark Twain Elementary	1	300	51%	35% (majority latinx)	Jasper		
Art Packs							
A tote with a 24 count of crayons, 10 count washable markers, 8 count watercolor palette, 40 page sketchbook, 9 gram glue stick, 2 pencils, a pencil sharpener and eraser						\$8.50	
						300	\$2,550.00
Trauma Curriculum and Trauma Informed Care Educator Training Per School							
Cost per person trained (poster, apron, supplies, etc.)						\$100	\$500
Additional costs-printed materials and shipping						\$100	\$100
						Sub Total:	\$600
At Feeds Online Curriculum Portal Use Per District							
Cost per user for one year						\$300	\$1,500
						Sub Total:	\$2,100
Number of Teachers at Training:						5	Cost of Trai \$2,700
						Total cost:	\$5,250.00

School	# of Elementary Schools	# of students	Free and reduced lunch	Minority enrollment	County		
Columbian		1	500	82% 64% (majority latinx)	Jasper		
Art Packs						\$8.50	
A tote with a 24 count of crayons, 10 count washable markers, 8 count watercolor palette, 40 page sketchbook, 9 gram glue stick, 2 pencils, a pencil sharpener and eraser						500	\$4,250.00
Trauma Curriculum and Trauma Informed Care Educator Training Per School							
							\$500
							\$100
							Sub Total: \$600
At Feeds Online Curriculum Portal Use Per District							
			Cost per user for one year			\$300	\$1,500
							Sub Total: \$1,500
Number of Teachers at Training:		5					Cost of Trai \$2,100
							Total cost: \$6,350.00

School	# of Elementary Schools	# of students	Free and reduced lunch	Minority enrollment	County
Steadley Elementary	1	550	48%	25% (majority latinx)	Jasper
Art Packs					
A tote with a 24 count of crayons, 10 count washable markers, 8 count watercolor palette, 40 page sketchbook, 9 gram glue stick, 2 pencils, a pencil sharpener and eraser					\$8.50
					550
					\$4,675.00
Trauma Curriculum and Trauma Informed Care Educator Training Per School					
			\$100		\$500
			\$100		\$100
				Sub Total:	\$600
At Feeds Online Curriculum Portal Use Per District					
		Cost per user for one year	\$300	\$1,500	
				Sub Total:	\$1,500
Number of Teachers at Training:	5			Cost of training/C	\$2,100
				Total Cost:	\$6,775.00

**Trauma Informed Care and Trauma Curriculum for NWA Project Budget**

**Trauma Curriculum and Trauma Informed Care Educator Training Per School**

School	# of staff trained	# of Elementary aged children	
Steadley Elementary	5	450	\$2,100
Columbian Elementary	5	500	\$2,100
Mark Twain Elementary	5	250	\$2,700
Fairview Elementary	5	600	\$2,100
<b>Sub Total:</b>			<b>\$9,000</b>

**Art Pack Bu Art Packs for all students in each district in the free and reduced lunch percentage**

School	# of art packs	Cost per	
Steadley Elementary	550	\$8.50	\$4,675
Columbian Elementary	500	\$8.50	\$4,250
Mark Twain Elementary	300	\$8.50	\$2,550
Fairview Elementary	600	\$8.50	\$5,100
<b>Sub Total:</b>			<b>\$16,575</b>

**Ongoing Support for Overall Trauma Curriculum and Trauma Informed Care Program for the 2020-2021 School year staff**

**Training**

3 hour Digital Training with 2 Art Feeds Staff Members for 33 teachers training	\$400	
Creative Arts Therapist Training Fee	\$100	
<b>Sub Total:</b>		<b>\$500</b>

<b>Total Budget:</b>	<b>\$26,075.0</b>
<b>Total Children Served:</b>	<b>1,800</b>
<b>Average Cost per child:</b>	<b>\$14.49</b>
<b>Requested from McCune Brook</b>	<b>\$20,975</b>

*NEW*  
*BUSINESS*

COUNCIL BILL NO. 20-46

ORDINANCE NO. \_\_\_\_\_

An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2020 - 2021.

**WHEREAS**, Article VII of the Charter of the City of Carthage states the budget shall provide a complete financial plan for City funds and activities for the ensuing fiscal year and, except as required by law or the Charter, shall be in such form as the City Administrator deems desirable or the Council may require; and

**WHEREAS**, the Council has held public hearings on the proposed budget, after appropriate public notice; and

**WHEREAS**, the budget shall be adopted by the affirmative vote of a majority of the members of the Council; and

**WHEREAS**, the Council may by ordinance make supplemental appropriations if funds will be available for such expenditures; and

**WHEREAS**, no payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable;

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

**SECTION I:** The budget of the City of Carthage for Fiscal Year 2020 - 2021, a copy of which is attached hereto and incorporated herein, is hereby adopted.

**SECTION II:** All amounts specified in said budget are hereby appropriated for said use.

**SECTION III:** Adoption of the budget by the City Council constitutes approximations of the expenditures for the fiscal year. To ensure adherence to the adopted budget and its associated goals, a budgetary control system is hereby adopted with the legal level for expenditure control established at the Fund level. Each Department Head is responsible for the budget in their respective departments. In order to enhance the ability to successfully execute the budget, to achieve long-range goals, facilitate achievement of programmatic, financial goals, and promote budgetary compliance, the Level of-Control for administration of the Budget is established at the category level. Within the General Fund, Public Health Fund and the Golf Fund, the Budget Officer is authorized to transfer budgeted amounts between categories and departments within operating funds provided such transfers do not alter total expenditures approved by the City Council for the Fund. Any

increase in appropriation at the fund level, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the City Council. Such amendment shall be provided by formal action of the City Council.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Dan Rife, MAYOR

ATTEST:

\_\_\_\_\_  
Traci Cox, CITY CLERK

Sponsored by: Budget Ways & Means Committee

**COUNCIL BILL NO.** 20-47

**ORDINANCE NO.** \_\_\_\_\_

An Ordinance authorizing the Mayor to enter into a contract with the Maple Leaf Car Show Committee for use of Kellogg Lake Park on October 16 and 17, 2020, 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 enter into a use agreement with the Maple Leaf Car Show Committee for the use of Kellogg Lake Park on October 16 and October 17, 2020, a copy of which is attached hereto and incorporated herein as if set out in full.

**SECTION II:** This ordinance is to be considered an emergency ordinance under the terms of the charter of the City of Carthage.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Sponsored by: Public Services Committee**

## USE AGREEMENT

THIS AGREEMENT (hereinafter as the "Agreement"), made and entered into this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Carthage (hereinafter as the "City"), and the Carthage Maple Leaf Car Show, (hereinafter as the "User").

**WHEREAS**, the City in its park system owns, leases, or controls various fields or parks for events throughout the City;

**WHEREAS**, the User is conducting an event at one or more of the parks or fields owned, leased, or controlled by the City and wishes to use one of the City's parks to conduct such event; and

**WHEREAS**, it is the parties' desire to enter into an agreement which sets forth their respective rights and responsibilities.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Purpose.** The City shall allow the User to use Kellogg Lake Park (hereinafter as the "Park") to conduct a Swap Meet, Cruise Night and Car Show.

**2. Term.** The term of this Agreement shall be October 16, 2020 (10/16/2020) to October 17, 2020 (10/17/2020). Access to the Park will be allowed during regular Park hours during the term of this Agreement. The City will allow the User to camp during the overnight hours of October 16, 2020 (10/16/2020).

**3. Rental.** User agrees to pay the rental fee for use of the Park in the amount of five hundred dollars (\$500).

**4. Conditions.** The User, at its expense, will provide the following:

1. Portable toilets to meet the expected demand.
2. Trash dumpster to meet the expected demand.
3. Electric services from CWEP.
4. Provide a diagram of intended Park use for each activity.
5. Provide a written description of each activity.
6. Provide a diagram of public parking, vendor parking, food truck parking and car show participant parking for non show vehicles and trailers.
7. Provide signage for public parking, vendor parking and traffic flow.
8. Provide a damage deposit of five hundred dollars (\$500) prior to the first day of activities. This deposit will be refundable upon review of property by Carthage Park Superintendent.
9. Food trucks and merchandise vendors must provide documentation of City of Carthage Business License and State of Missouri Sales Tax License prior to the event.
10. One alcohol sales provider may be used. This provider must provide their Jasper County Liquor License, City of Carthage Business License and Missouri Sales Tax License prior to the event.

The City will provide the following:

1. Additional picnic tables to meet the expected demand.
2. Closed gates on the west and southeast portion of the Park.
3. Four (4) traffic barricades.
4. Additional trash barrels to meet expected demand.

**5. Care of the Facilities.** User agrees to place and leave all trash from its events in the barrels provided by the City and the dumpster provided by the User. City agrees to handle removal of the barrels from the Park after the event. User agrees to coordinate removal of the dumpster with their arranged provider in a timely manner after the event.

**6. Indemnification and Hold Harmless.** User shall have the responsibility for the safety of persons and property at those facilities used during its occupancy and use of the Park. User expressly agrees to indemnify the City against any and all claims for personal injury or property damage of every nature whatsoever, related to the User use of the Park and including any parking areas. To the fullest extent permitted by law, USER agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of USER, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

**7. Insurance.** That prior to holding any activity at the Park, User agrees and shall obtain a comprehensive general liability insurance policy in a form and with an insurer satisfactory to the City. Said policy shall name the City as an additional insured. User shall maintain such policy for the duration of this Agreement. The amount of general liability insurance shall be at least two million dollars (\$2,000,000.00) per person per occurrence for personal insurance, property damage, and product liability, if applicable. User shall furnish the City with proof of said insurance coverage prior to use of the Park. User understands that the City does not provide insurance coverage for the User's personal property or equipment. The City of Carthage must be named as additional insured on User insurance policies for this agreement. USER agrees that CITY shall be provided at least thirty (30) days advance written notice of any cancellation or rescission of any policy that USER or any of its subcontractors or suppliers is required to maintain under the contract documents.

**8. Assignment.** User agrees that no right or obligation of this Agreement, nor right in the Park, may be assigned or subleased by User without prior written consent of the City.

**9. Default.** If User shall neglect or fail to do or perform any of its covenants and promises herein contained, the City may terminate this Agreement upon five (5) days written notice and cancel further use of its facilities by User.

**10. Waiver of Default.** That failure by the City to require strict performance of any covenant, promise, or condition of the Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or a waiver of this clause. To be effective, any waiver by the City must be in writing.

**11. Notice.** Any notice must be served upon the City by first class mail, postage prepaid at the following addresses:

City Clerk Traci Cox  
326 Grant Street  
Carthage, MO 64836

Any notice must be served upon User by first class mail, postage prepaid, to User at the following address:

Maple Leaf Car Show Committee  
Larry Cleary

**12. Cost of Litigation.** That if suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amounts due hereunder, to correct a breach of covenant, term or condition hereto, or to litigate any other matter arising from the execution of this Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney fees will be \$175.00 per hour. This provision shall survive any termination of this Agreement.

**13. Merger Clause.** This writing represents the entire Agreement between the parties. No promises, representations or agreement, written or oral, shall amend, change, or add to any of the express provisions herein.

**14. Construction.** That this Agreement shall be construed pursuant to the laws of the State of Missouri. The parties agree that no construction of this Agreement shall be made in a court of competent jurisdiction against the interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

**15. Swap Meet, Sales Tax, Licenses.** USER will ensure all vendors participating in the swap meet will collect sales tax on items sold. Vendors will be required to fill out a special event application for the State of Missouri prior to the event. Vendors will also be required to obtain a City license for the sales of items at the meet, prior to the event.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representative the day and year first-above written.

CITY OF CARTHAGE, MISSOURI

\_\_\_\_\_  
Mayor, Dan Rife

ATTEST:

\_\_\_\_\_  
City Clerk, Traci Cox

USER

By: \_\_\_\_\_

ATTEST:

Printed Name: \_\_\_\_\_

**COUNCIL BILL NO.**     20-48

**ORDINANCE NO.**     \_\_\_\_\_

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highways and Transportation Commission for a Traffic Engineering Assistance Program Agreement for an Intersection study at River Street and Fir Road in the City of Carthage.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri an Agreement between the City of Carthage, Missouri and the Missouri Highways and Transportation Commission for a Traffic Engineering Assistance Program Agreement for an Intersection study at River Street and Fir Road in the City of Carthage, a true 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** \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Dan Rife, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Traci Cox, City Clerk**

**Sponsored by: Public Works Committee**

CCO Form: FS26  
Approved: 01/15 (MWH)  
Revised: 03/17 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TEAP042  
Award Year: 2021  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Carthage (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 402, Planning and Research funds to be used for Traffic Engineering Assistance Program (TEAP) activities. The purpose of this Agreement is to grant the use of such Traffic Engineering Assistance Program funds to the City.

(2) LOCATION: The TEAP funds which are the subject of this Agreement are for the project at the following location:

Intersection study at River Street and Fir Road in the City of Carthage

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not

be eligible for future TEAP Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's State Design Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA)

1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government, the Commission and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$8,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(15) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(16) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(17) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the TEAP Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF CARTHAGE

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

Exhibit A

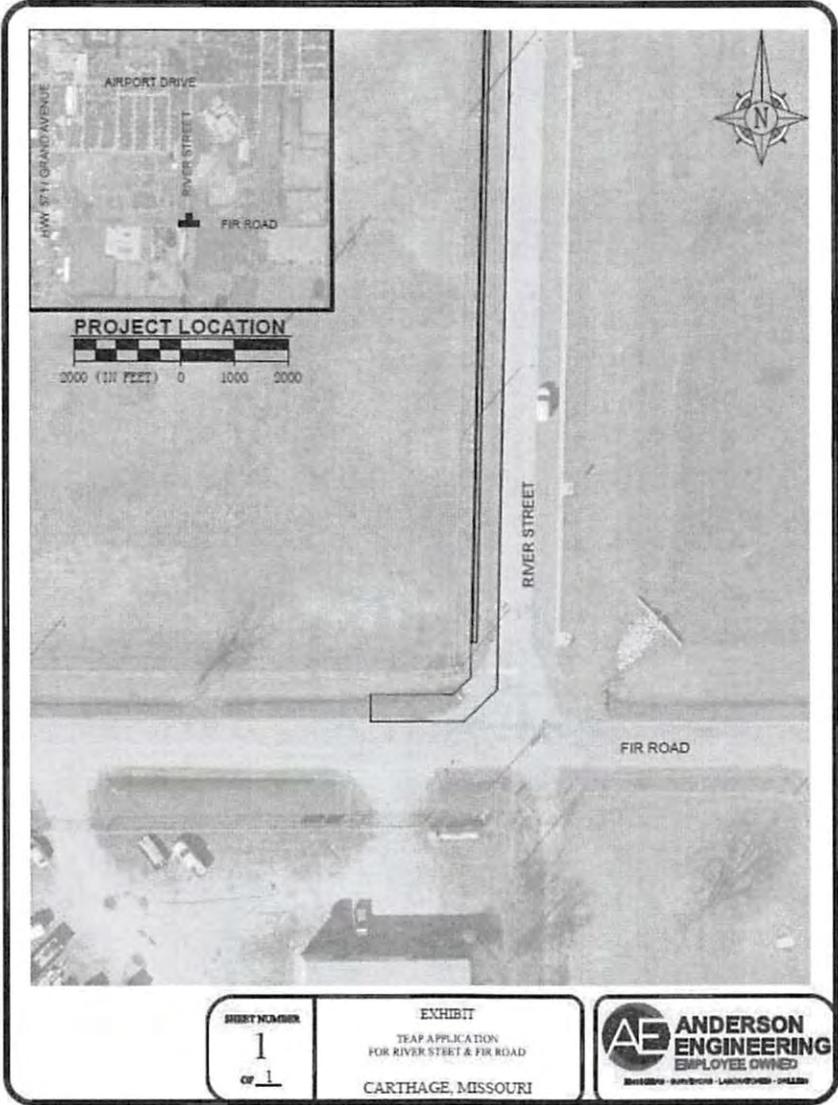


Exhibit B

<b>Task</b>	<b>Date</b>
Execution of Program Agreement	November 6, 2020
Approval of Engineering Services Contract	November 13, 2020
Notice to Proceed	November 20, 2020
Final Report Submittal	March 12, 2021
Final Invoice Submittal	March 31, 2021

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nons segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

***MAYOR'S  
APPOINTMENTS***

# ***RESOLUTIONS***

**RESOLUTION NO. 1914**

**A RESOLUTION REAFFIRMING THE AUTHORIZATION OF AN INTER-FUND LOAN FROM THE LANDFILL CLOSURE FUND FOR THE PURPOSE OF IMPROVEMENT OR RECONSTRUCTION OF ROUTE 571, EXTENDING GENERALLY AT ITS INTERSECTION WITH ELM AND GARRISON STREETS, TO BE REPAID PURSUANT TO THE ATTACHED SCHEDULE FROM THE CAPITAL IMPROVEMENTS SALES TAX FUND.**

**WHEREAS**, the City has entered a COST APPORTIONMENT AGREEMENT and a SUPPLEMENTAL COST APPORTIONMENT AGREEMENT with the Missouri Highways and Transportation Commission for the construction of a round-about at the intersection of Route 571 extending generally at its intersection with Elm and Garrison Streets; and

**WHEREAS**, the AGREEMENT stipulates that the City is willing to provide assistance in the construction or reconstruction of the improvements subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, pursuant to the SUPPLEMENTAL Agreement the City would be responsible for fifty percent (50%) of the total project cost. The current estimate of the City's responsibilities is one million, one hundred five thousand, four hundred seventy-one dollars (\$1,105,471); and

**WHEREAS**, the City agreed that the Commission could program up to two hundred seventy-four thousand, eight hundred ninety-four dollars and eighty-five cents (\$274,894.85) of STP-Small Urban funding in partial fulfillment of the City's obligation for payment for the project.; and

**WHEREAS**, the City Clerk (as part of the Fiscal 2020 approved budget) was authorized to advance funds from the Landfill Closure Fund to the Capital Improvements Sales Tax Fund; and

**WHEREAS**, the City remitted a check in the amount of eight hundred thirty thousand, five hundred seventy-six dollars and fifteen cents (\$830,576.15) from the Landfill Closure Fund to the Missouri Highway and Transportation; and

**WHEREAS**, an Inter-fund Loan Policy has been developed and approved by the Council that establishes the procedures and terms regarding the use of Inter-fund loans; and

**WHEREAS**, the City expects the funds loaned to be repaid by the revenue stream of the Capital Improvements Sales Tax Fund;

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

Section 1. That the Council of the City of Carthage has approved an Inter-fund Loan Policy.

Section 2. A loan in the amount not to exceed \$830,577 was authorized pursuant to the Policy from the Landfill Closure Fund to the Capital Improvements Sales Tax Fund. The loan shall be repaid from authorized revenues within five years. Interest shall be at the rate of .15 percent per annum.

Section 3. The City Administrator and City Clerk are also authorized and directed to repay sums advanced from monies received by the Landfill Closure Fund, plus interest, as specified on the attached Debt Service Schedule as required.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Dan Rife, Mayor**

ATTEST:

\_\_\_\_\_  
**Traci Cox, City Clerk**

Sponsored by: Budget Ways & Means Committee

### Loan Amortization Schedule

Enter values	
Loan amount	\$ 830,577.00
Annual interest rate	0.15 %
Loan period in years	3
Number of payments per year	4
Start date of loan	11/1/2020
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 69,383.58
Scheduled number of payments	12
Actual number of payments	12
Total early payments	\$ -
<b>Fiscal Year Payments</b>	<b>\$ 277,534.31</b>
Total interest	\$ 2,025.92

Total Costs	
Principal cost	\$ 830,577.00
Interest cost	\$ 2,025.92
Fees	\$ -
<b>Total cost</b>	<b>\$ 832,602.92</b>

Lender name: Landfill Closure Fund

Equipment: Garrison/Fairlawn Round About

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	2/1/2021	\$ 830,577.00	\$ 69,383.58	\$ -	\$ 69,383.58	\$ 69,072.11	\$ 311.47	\$ 761,504.89	\$ 311.47
2	5/1/2021	761,504.89	69,383.58	-	69,383.58	69,096.01	285.56	692,406.88	597.03
3	8/1/2021	692,406.88	69,383.58	-	69,383.58	69,123.92	259.65	623,282.95	856.68
4	11/1/2021	623,282.95	69,383.58	-	69,383.58	69,149.85	233.73	554,133.11	1,090.41
5	2/1/2022	554,133.11	69,383.58	-	69,383.58	69,175.78	207.80	484,957.33	1,298.21
6	5/1/2022	484,957.33	69,383.58	-	69,383.58	69,201.72	181.86	415,755.61	1,480.07
7	8/1/2022	415,755.61	69,383.58	-	69,383.58	69,227.67	155.91	346,527.94	1,635.98
8	11/1/2022	346,527.94	69,383.58	-	69,383.58	69,253.63	129.95	277,274.31	1,765.93
9	2/1/2023	277,274.31	69,383.58	-	69,383.58	69,279.60	103.98	207,994.72	1,869.91
10	5/1/2023	207,994.72	69,383.58	-	69,383.58	69,305.58	78.00	138,689.14	1,947.91
11	8/1/2023	138,689.14	69,383.58	-	69,383.58	69,331.57	52.01	69,357.57	1,999.91
12	11/1/2023	69,357.57	69,383.58	-	69,357.57	69,331.56	26.01	0.00	2,025.92

***MINUTES***  
***STANDING***  
***COMMITTEES***

**COMMITTEE ON INSURANCE/AUDIT AND CLAIMS**  
**TUESDAY, SEPTEMBER 8, 2020**  
**5:00 p.m.**

**COMMITTEE MEMBERS PRESENT:** Ceri Otero, David Armstrong, Craig Diggs and Seth Thompson.

**OTHER COUNCIL MEMBERS:** Ed Barlow

**OTHERS PRESENT:** City Administrator Tom Short, City Clerk Traci Cox, and Abi Almandinger.

Chair Ceri Otero called the meeting to order at 5:00 P.M.

**OLD BUSINESS:**

**Approval of minutes from previous meeting:** On a motion by Mr. Armstrong, the minutes of the August 25, 2020 meeting were approved 4-0.

**Review and approval of the Claims Report:** The Committee discussed items regarding the Claims Report. Mr. Thompson moved to approve the claims. Motion carried 4-0.

**NEW BUSINESS:**

1. **Consider and discuss Agreement for Training and Uniform Reimbursement for a Police Officer to attend Police Academy at MSSU.** The agreement is for Wesley Eckols to attend MSSU Police Academy. The cost would be approximately \$9,065, covering tuition, uniforms and medical exam. Mr. Diggs moved to approve the Agreement and send to council. Motion carried 4-0.
2. **Consider and discuss changes to job descriptions resulting from the McGrath Compensation and Benefits Study.** Updated job descriptions for Administration, Court, Fire, Public Works, Street and Public Health were reviewed. Job descriptions that contain a GED as a requirement will be updated to an HSE (High School Equivalency). Mr. Armstrong requested the responsibilities section of the City Administrator job description be expanded upon. Mr. Diggs made a motion to approve the job titles and salary grades for the job descriptions reviewed. Motion carried. Mr. Diggs made a motion to implement the new salary scale beginning with the September 24 pay period, and any employee beginning September 24 or after would start on Step Temporary B. Motion carried.
3. **Staff Reports:** Ms. Cox reported the employee Health Fair will be held on October 23 with changes to accommodate social distancing.
4. **Member Reports:** None.

**ADJOURNMENT:** Mr. Armstrong made a motion to adjourn at 6:07 PM. Motion carried 4-0.

Traci Cox

BUDGET WAYS & MEANS COMMITTEE  
MONDAY, SEPTEMBER 14, 2020 5:30 P.M.  
CITY HALL COUNCIL CHAMBERS

**MEMBERS PRESENT:** Alan Snow, Ray West and Ed Barlow. Juan Topete was absent.

**OTHERS PRESENT:** City Administrator Tom Short, City Clerk Traci Cox, Council Members Craig Diggs and Ceri Otero, Police Chief Greg Dagnan, Fire Chief Roger Williams, City Attorney Nate Dally and citizen Abi Almandinger.

Mr. Snow called the meeting to order at 5:30 P.M.

**\*NOTE:** All areas *“italic”* below were submitted to the Committee in a pre-meeting memo by Mr. Short.

**OLD BUSINESS:**

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

Mr. Barlow made a motion to approve the minutes of the August 19 Budget meeting. Motion carried 3-0.

**2. Consider and discuss perfection of Fiscal 2021 Budget and recommend adoption by the City Council.** *“Because of the Novel Coronavirus-2019 (COVID-19) pandemic, earlier this year, the Council decided to defer the budget process due its impact on the City. The plan was to roll the current budget until the Council adopted a new budget. The “budgets” for the various Agencies that had contracts with the City, as well as the Budget for CW&EP and the Library, have been approved earlier this year and are included in this final Budget Document (Book). Original requests have been reviewed in light of policy guidelines adopted by the Council and cuts/moves/deferral of items or services have been included as part of this packet. Including previous City Council actions, the Budget Ways & Means Committee conducted budget hearings and/or meetings with Department Heads and outside agencies, concerning the Fiscal 2021 budget. The Budget is the result of those actions and meetings for the Annual Operating and Capital Budget for the City of Carthage for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021. The originally submitted budget has been changed and modified throughout the hearing/meeting process based on input from the public, Mayor, Council Members and Department Heads. The final Book reflects those changes discussed by the Budget Ways & Means Committee. The Budget Book is being presented under the provisions of Article VII of the Home Rule Charter for the City of Carthage and Section 2.161 of the Carthage Code of Ordinances for Council consideration. The budget shall be adopted by the affirmative vote of a majority of the members of the Council on or before the last day of the fiscal year currently*

ending. Adoption of the budget shall constitute an appropriation of the amounts specified therein as expenditures. **The budget does not constitute a mandate to spend, only the authority to do so.** As a quick reference/overview of the budget for fiscal 2021, page 14 of the Budget Book shows the updated summary schedule for all Funds of the City. These reflect the final changes the Committee made when it approved the budget at the end of the budget hearings at the last (August 19, 2020) meeting. Of note is the **General Fund**, based on projected revenues and requested expenditures from the departments and agencies, current total **expenditures exceed revenues** by approximately \$1,400,000. Although there is a beginning fund balance, on-going budgeted revenues are not sufficient to fund on-going expenditures. Budgeted numbers include proposed cuts/moves/deferrals of primarily capital items originally submitted and discussed by the Committee. **Numbers also include funds for implementation of the McGrath Compensation and Classification Study** beginning in October 2020. An electronic version of the Budget Book is included as part of this packet. We will also bring hard copies of the printed budget to the meeting for each Committee member. The City of Carthage will hold a **Public Hearing** on the Annual Operating and Capital Budget for Fiscal Year 2021 on Tuesday, September 22, 2020 at 6:30 pm during the City Council meeting in the City Hall Council Chambers, 326 Grant Street Carthage, Missouri at which time Citizens may be heard on the proposed budget to be set by the City of Carthage. At the request of the Chairman, also included in the packet are some **worksheets** that were discussed and implemented (in some form) during/after Departmental meetings on some of the changes the sub-committee was operating with to come up with the final form of the Fiscal 2021 budget. A **Council Bill** is included for adoption of the budget and for first reading for the City Council meeting of September 22, 2020. Requested action is a motion to forward the Council Bill to the full Council for adoption of the Fiscal 2021 Budget.”

Mr. Short reviewed changes to the General Fund Budget. Expenditures in excess of \$1 million were cut from the Capital Budget. With implementation of the McGrath Study, personnel expenses account for approximately 70% of budgeted expenditures. It was stressed that although the City has reserve funds, current operating expenditures exceed current revenues which will eventually deplete reserve fund balances. Mr. West moved to forward the budget ordinance to council for approval. Motion carried 3-0.

## **NEW BUSINESS**

1. **Consider and discuss recommending a Resolution reaffirming the authorization of an inter-fund loan.** “Pursuant to policy (attached). Repayment of each inter-fund loan shall be pursuant to a formal debt repayment schedule and shall be expected not to exceed five- years the amount of which is included in the Fiscal 2021 Budget. A memo with a little of the history regarding this policy is included.”

Mr. Short explained the loan is for the Garrison/Fairlawn roundabout. The loan is from the Landfill Closure Fund to the Capital Improvements Tax Fund with a three year payback at 0.52%. The current interest rate the City is receiving from it's MOSIP investments is 0.07%. Mr. Short will change the repayment schedule to reflect the current interest rate. Mr. Barlow moved to forward the Resolution reaffirming the authorization of the inter-fund loan with the lower interest rate to council. Motion carried 3-0.

2. **Staff Reports.** The **monthly Sales Tax report** for the month of September for The General Fund's 1% is included in the packet. Overall, Sales Tax receipts are still indicating growth over last year's amounts. The General Fund Sales Tax (1%) receipts for September showed an increase of 10.05% from the same month last Fiscal Year. This amounted to approximately \$24,921 more than the same month last year. This is the third month of the fiscal year which has reported collections higher than last year's monthly reported Sales Tax collections. A point of note is the trend of this growth. The percentage and actual dollar of receipts of increases over this three month period has decreased. It has gone from 19.67% to 12.07% to 10.05%. Receipts however, still look good over the first quarter of the fiscal year. Because of the budget situation and rolling the budget, the Incode financial/budget software is not capable of generating reports at this time. Therefore, the **Unaudited September Budget Report (All Funds Revenue & Expense Report)** and the **Investment Report**, will not be available.

Mr. Short reviewed sales tax revenues which continue to show an increase.

3. **Other Business.** Mr. West discussed the salary study for the City of Joplin where a 9% across-the-board salary increase is being discussed. Mr. Barlow requested the City consider looking at the possibility of proposing a use tax again.

**ADJOURNMENT:** The meeting adjourned at 5:56 P.M. on motion by Mr. West.

Respectfully submitted,  
Traci Cox

## PUBLIC SERVICES COMMITTEE

September 15, 2020  
Zoom Meeting  
5:30 pm

Public Services Committee Members Present; Juan Topete, Ceri Otero, Mike Daugherty

Members Absent; James Harrison

Staff Present; Tom Short, Mark Peterson, and Kailey Williams

Non-Members Present: Lora Phelps

At 5:30 pm, Mr. Topete called the meeting to order.

### **Old Business:**

1. Consider and approve minutes from the previous meeting.  
**Mr. Daugherty made a motion to approve the minutes from the previous meeting. Motion carried.**

### **NEW BUSINESS:**

1. Consider and discuss a request by John O. Phelps & Family to rename a street within the Phelps 9<sup>th</sup> Addition Plat filed with the city.

Lora Phelps presented information requesting a name change for a street. John O. Phelps & Family respectfully requests to rename Caroline Street, which is part of a plat filed with the city for the Phelps 9<sup>th</sup> Addition. The family requests to rename the street Harlow Street. Mr. Phelps has developed several neighborhoods in the community, and the latest one they are working on is the 9<sup>th</sup> addition. There are three partially finished streets, Caroline Dr, Caroline Street, and Caroline Place. The farthest street to the west that is not finished, Caroline Street, is the requested street to rename Harlow Street. They hope that renaming the unfinished street will lessen confusion created by the three Caroline names.

Mr. Topete believed this had come up in a previous meeting. Mrs. Otero also indicated this request has come forward previously and a motion to change the name to Harlow Lane was passed by the City Council.

Ms. Phelps was in agreement with the committee that if that request happened and the name of the street was Harlow Lane that name would be appropriate and no other action requested.

**Mr. Daugherty made a motion to approve the name change of Caroline Street to Harlow Street for the Phelps 9<sup>th</sup> Addition Plat if it is determined that this request is not the same as previously requested. Motion Passes.**

It has been determined after this meeting that the request was made at a previous Public Services Committee meeting and brought forward at the April 23<sup>rd</sup>, 2019 City Council meeting. At that time Mr. Topete made a motion, seconded by Mr. Daugherty, to change Caroline Street to Harlow Lane as requested by Mr. Phelps. Motion carried. Therefore no further City action is required.

2. Consider and discuss an agreement with the Maple Leaf Car Show Committee for the use of Kellogg Lake Park.

Mr. Peterson noted that there has been a motion already approved for use of Kellogg Lake for the Maple Leaf Car Show. This agreement outlines all conditions for the event. It will detail responsibilities and of all parties and protections in place for the city. Mr. Daugherty pointed out that they have already approved the use of the park. Mr. Daugherty questioned the need for this to be approved. Mr. Short discussed the need to make sure liability insurance is in place for the user and the location to cover the city. Mr. Peterson indicated that Maple Leaf Car Show Committee Chairman, Larry Cleary, advised that their group is not part of the Maple Leaf Festival and operates under their own direction. Mr. Short indicated that the Mayor needs authorization from the Council to sign the contract.

Mr. Daugherty discussed the need to move this to a second reading since the event is approaching quickly. Mr. Short said they could move the contract to a second reading with an emergency clause put in place. Mr. Daugherty believes it's only fair to the Car Show committee. Mr. Peterson has spoken with Larry on multiple occasions. They are aware of everything in the agreement and have verbally acknowledged their willingness to handle all conditions of the agreement.

**After discussion, Mr. Daugherty made a motion to accept the Agreement between the City of Carthage and the Maple Leaf Car Show Committee and include emergency language to advance the Agreement to a second reading for approval of the City Council at the September 22<sup>nd</sup> meeting. Motion passed.**

## **STAFF REPORTS**

Parks and Recreation Director- Mark Peterson

Griggs Park- Chanti Beckham, who is in charge of the community gardens, has planted produce in the beds. The plan is for the produce harvested in the Fall to be given to those in need. This will be done in several ways using resources through Bright Future and also advertising a day when the produce can be picked. The Grand Opening for Community Garden is planned for the Spring. This would be the time beds would be available to rent. HERE4Carthage is also looking at two other opportunities for Griggs

Park. A small shelter is being looked at that would be placed on the west side of the gardens in an area that wouldn't take away from other amenities of the park. Specifications are being put together to be presented to the Public Service Committee and provided at an upcoming meeting. The replacement of playground equipment is also being considered. Mrs. Beckham is in contact with playground equipment providers that work with the parks Department.

The Pickleball courts are still delayed by concrete issues. Staff and contractors have found issues with the concrete. They have reviewed options that include patchwork and or full replacement of the affected areas. A patch was placed on some of the holes and allowed two days of cure. The next day Brian Bradley went out to see if it would hold up. It held up. Zeb Carney has been included in the process and believes that the patch would be the right solution. The concrete provider will be out 9-16-2020 to decide if they will tear up the concrete and replace it or patch the spots. Painting has been started on the north end of the courts unaffected by the concrete issues.

Civil War Museum- Numbers have been increasing since the reopening of the CWM. Souvenir sales in August increased significantly with double the sales in 2020 vs. 2019.

Golf Course- Rounds and revenue for the golf course were fantastic for August. Rounds were 1300 more than 2019 and 1000 more than historical averages. Revenue was just under \$80,000 surpassing recent years by over \$30,000. Mr. Peterson and Mr. Short both commented about the rounds and revenue noting this is mainly due to the changing habits of golfers. It is our hope that we can see this continue for some time. Mr. Peterson commented on the increase in rounds happening by traditionally infrequent golfers. Infrequent golfer are playing more. We aren't seeing new golfers. We are seeing golfers play more. Now is the time to provide the best service possible. As these golfers habits change we want to make sure they choose Carthage as their choice for golf in the area.

**Meeting adjourned at 6:04 pm.**

***MINUTES  
SPECIAL  
COMMITTEES  
AND BOARDS***

DRAFT

APPROVED

The Carthage Public Library Board of Trustees Meeting Minutes – August 2020

The Carthage Public Library Board of Trustees met Tuesday, August 11, 2020 in the Carthage Public Library Board Room using appropriate social distancing protocol and COVID-19 precautionary measures. The meeting was called to order at 5:15 pm by Peggy Ralston, President.

#### **Roll Call**

Board Members present were: Gary Cole, Peggy Ralston, Carrie Campbell, Kevin Johnson, Justin Baucom and Sandy Swingle. Also present was Library Director Julie Yockey. Board members Donna Maggard Thomason, Miriam Putnam and Eric Putnam were absent.

#### **Minutes of Last Meeting**

There were no changes to the minutes of the last regular meeting of July 14, 2020. A motion to approve the minutes was made by Justin Baucom and seconded by Gary Cole. Motion passed unanimously.

#### **Financial Report**

Attached. The July 2020 financial report was presented. Discussion included: (1) the \$11.8K amount under Furniture and Equipment – Multi Purpose Building should be under Supplies – Multi Purpose Building, causing a budget variance. Julie will have this corrected. (2) The \$193K amount under Multi Purpose Building represents payment on the loan. (3) A Parks and Storm Water check for \$43K was received. No motion to approve the July 2020 financial report was made pending the correction mentioned above.

#### **Director's Progress and Service Report**

Attached. Discussion included: (1) Julie did two television interviews and one Joplin Globe interview to raise awareness of the water damage at the library. (2) Patrons are requesting printing and faxing services, which the library is providing. (3) The library is still providing WiFi services outside of the building. (4) The grants Julie has been writing are eligible for an indirect rate of up to 10% of the grant. Gary Cole move to assess a 10% indirect rate, payable to Julie Yockey through payroll. Sandy Swingle seconded. Motion passed unanimously.

#### **Youth Services Progress and Services Report**

No report.

#### **President's Message**

No report.

#### **Council Liaison's Report**

No report.

#### **Committee Reports**

**Building Committee** – Julie reported: (1) the contractors are working on a list of issues to address at the new building then it will be ready for City and Fire Department inspection and certification for occupancy. At that point they can start moving in. Gary reported: (1) the roof had no new leaks for six weeks so he scheduled G & G Constructions to make interior repairs starting August 18, then the roof leaked on August 10 so Gary called off the G & G work. Randy Dubry will start his investigation and testing. He feels it is probably a wind-driven rain issue. Everyone agreed they do not want CCR involved.

The Carthage Public Library Board of Trustees Meeting Minutes – August 2020

**Budget Committee** – No report.

**Community Relations** – No report.

**By-Laws** – No report.

**Library Gardens** – No report.

**ADA Compliance** – No report.

**Communications** – No report.

**Unfinished Business**

No report.

**New Business**

No report.

**Payment of Bills**

Peggy Ralston said she had reviewed the bills and they could be paid. Justin Baucom made a motion to pay the bills. Gary Cole seconded. Motion passed unanimously.

**Other New Business**

No report.

**Adjournment**

Gary Cole made a motion to adjourn. Carrie Campbell seconded. Motion passed unanimously. Meeting was adjourned at 5:48 pm.

Respectfully submitted,



Kevin Johnson  
Secretary-Treasurer

*AGENDAS  
SPECIAL  
COMMITTEES  
AND BOARDS*

**John Bartosh**  
*Presiding Commissioner*

**Tom Flanigan**  
*Eastern District Commissioner*

**Darieux K. Adams**  
*Western District Commissioner*

# JASPER COUNTY COMMISSION



302 S. Main ST  
Carthage, MO 64836

Carthage: 417-358-0421  
Joplin: 417-625-4350

Toll Free: 800-404-0421  
Fax: 417+358-0483

COMMISSION AGENDA  
SEPTEMBER 15, 2020  
9:00 A.M.  
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER  
PRAYER  
PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
  - **Approve Results of Tax Levy Hearing**
  - **Discuss "Over Plus" Requests**
  - **Approve State Bid Purchase of Crack Sealant for the Jasper County Highway Department**
  - **Approve CARES Act Applications**
10. PUBLIC HEARINGS

PUBLIC PARTICIPATION FROM AUDIENCE WHEN ADDRESSED YOU WILL BE ALLOWED THREE MINUTES TO SPEAK.

ELECTED OFFICIALS/CITIZENS WISHING TO BE HEARD UNDER ELECTED OFFICIALS/CITIZENS REQUEST MUST REQUEST TO SPEAK TO COMMISSION BY 4:00 P.M. ON THE FRIDAY PRIOR TO THE COMMISSION MEETING ON TUESDAY. CITIZENS SPEAKING TIME WILL BE LIMITED TO FIVE MINUTES.

THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:  
COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED SEPTEMBER 11, 2020 AT 4:00 P.M.

(RSMO 610.020)

POLICE AND FIRE PENSION COMMITTEE  
Tuesday, September 22, 2020  
11:30 A. M.  
City Hall Council Chambers  
326 Grant Street

Agenda

Old Business

1. Accept the minutes from the previous meeting

New Business

1. Quarterly Report on Investments – Daniel Hepp
2. Review of 2020 Actuarial Valuation Report – Dan Nichols
3. Training Session

Other Business

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 \_\_\_\_\_

# CITY OF CARTHAGE

## Zoning Board of Adjustment

# AGENDA

Date of Meeting: 9/30/2020

Place: City Hall Chambers  
326 Grant St.

Time: 5:30 pm



### To Consider the following items:

1. Requested by: ATT Mobility c/o Network Real Estate LLC /  
Jack Scheidt

Request type: Variance

Project Location: 615 E Fairview - adjacent to 625 E  
Fairview

Reason for Hearing: Request a height variance for the placement of  
a 125' cell tower.

2. Requested by:

Request type:

Project Location:

Reason for Hearing:

3. Requested by:

Request type:

Project Location:

Reason for Hearing:

4. Requested by:

Request type:

Project Location:

Reason for Hearing:

5. Requested by:

Request type:

Project Location:

Reason for Hearing:

<b>Board Members:</b>	HJ Johnson	330 Lyon	417-358-5174
	Bonham Oney	1431 S Grand	417-358-5013
	Bill Barksdale	1314 S Garrison	417-358-3793
	Jim Swatsenbarg	601 Howard	417-358-1690
	Jerry Poston	1601 S Garrison	417-358-5052

<b>Staff:</b>	City Administrator	Tom Short	City Hall	417-237-7003
	Public Works Director	Zeb Carney	Public Works Department	417-237-7010

**John Bartosh**  
*Presiding Commissioner*

**Tom Flanigan**  
*Eastern District Commissioner*

**Darieux K. Adams**  
*Western District Commissioner*

# JASPER COUNTY COMMISSION



302 S. Main ST  
Carthage, MO 64836

Carthage: 417-358-0421  
Joplin: 417-625-4350

Toll Free: 800-404-0421  
Fax: 417+358-0483

COMMISSION AGENDA  
SEPTEMBER 22, 2020  
9:00 A.M.  
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
  - PRAYER
  - PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
  - **Amy Campbell-United Way Kickoff Campaign**
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
  - **Approve CARES Act Applications**
  - **Discuss Bid Opening for Metal Building for the Jasper County Highway Department**
10. PUBLIC HEARINGS

PUBLIC PARTICIPATION FROM AUDIENCE WHEN ADDRESSED YOU WILL BE ALLOWED THREE MINUTES TO SPEAK.

ELECTED OFFICIALS/CITIZENS WISHING TO BE HEARD UNDER ELECTED OFFICIALS/CITIZENS REQUEST MUST REQUEST TO SPEAK TO COMMISSION BY 4:00 P.M. ON THE FRIDAY PRIOR TO THE COMMISSION MEETING ON TUESDAY. CITIZENS SPEAKING TIME WILL BE LIMITED TO FIVE MINUTES.

THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:  
COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED SEPTEMBER 18, 2020 AT 4:00 P.M.

(RSMO 610.020)

***AGENDAS  
STANDING  
COMMITTEES***

**--NOTICE OF MEETING--**

**BUDGET WAYS & MEANS COMMITTEE**

**MONDAY, SEPTEMBER 14, 2020**

**5:30 P.M.**

**COUNCIL CHAMBERS, CITY HALL  
326 GRANT ST., CARTHAGE, MISSOURI**

**--TENTATIVE AGENDA--**

**OLD BUSINESS**

1. Consideration and approval of minutes from previous meeting.

**CITIZENS PARTICIPATION**

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

2. Consider and discuss perfection of Fiscal 2021 Annual Operating & Capital Budget and recommend adoption by the City Council.

**NEW BUSINESS**

1. Consider and discuss recommending a Resolution reaffirming the authorization of an inter-fund loan.
2. Staff Reports.
3. Other Business.

**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: \_\_\_\_\_

BY: \_\_\_\_\_

**-NOTICE OF MEETING-  
PUBLIC SERVICES COMMITTEE  
TUESDAY SEPTEMBER 15<sup>TH</sup>, 2020  
5:30 P.M.  
BY VIDEO CONFERENCE**

**AGENDA**

In response to the Coronavirus pandemic and pursuant to the Declaration of Emergency within the City of Carthage, this meeting will be held by on-line video conference. If you would like to listen to the meeting, access information is provided below. For questions, contact Kailey Williams Parks & Recreation Department (417) 237-7035 or [k.williams@carthagemo.gov](mailto:k.williams@carthagemo.gov). If you would like to listen to the meeting please call by telephone #346-248-7799. You will have to enter the ID# 849 6334 3833 with a password of 967575. This will allow you to listen to the meeting.

**Old Business**

1. Consider and approve minutes from previous meeting.

**Citizens Participation** (Citizens wishing to address the Council or Committee should notify the City in advance, and provide the item they wish to address in written format at least 24 hours prior to the meeting through this [FORM](#). Residents who do not have internet service may call the Park office at 417-237-7035.)

**New Business**

1. Consider and Discuss a Request by John O. Phelps & Family to Rename a Street within the Phelps 9<sup>th</sup> Addition Plat Filed with the City.
2. Consider and Discuss an Agreement with the Maple Leaf Car Show Committee for Use of Kellogg Lake Park.

Staff Reports

Other Business

**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: \_\_\_\_\_

By: \_\_\_\_\_

---

# City of Carthage



## NOTICE OF MEETING Public Safety Committee – Agenda Monday September 21, 2020 5:30 p.m. Zoom meeting

### TENTATIVE AGENDA

#### OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

#### CITIZEN PARTICIPATION

1. Parade – Cherry Babcock
2. Butterball crosswalk – Todd Erikson

#### NEW BUSINESS.

1. 1-way alley at 10<sup>th</sup> & Garrison
2. Staff reports
  - Fire Department
  - Police Department

#### 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:** \_\_\_\_\_

**BY:** \_\_\_\_\_

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS  
September 22, 2020  
5:00 PM  
Carthage City Hall Council Chambers

**Old Business**

1. Consideration and Approval of Minutes from Previous Meeting
2. Review and Approval of the Claims Report

**Citizens Participation**

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

**New Business**

1. Consider and discuss changes to job descriptions resulting from the McGrath Compensation and Benefits Study.
2. Staff Reports

**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 \_\_\_\_\_

# ***CORRESPONDENCE***

DRAFT

2019-2020 CARTHAGE PUBLIC LIBRARY BUDGET

Projected Income	Approved Board 2019-2020 budget	<del>Proposed</del> amended 2019-2020 budget
Real Estate Tax	203,000.00	210,361.09
Parks & Storm Water Tax	467,600.00	491,867.35
Sur Tax	18,000.00	88,860.65
State Aid	12,000.00	9,646.08
Interest	10,000.00	41,583.69
Nonresident Fee	8,000.00	5,320.00
Fine Income	7,000.00	5,793.65
Copier Income	7,000.00	5,340.30
Fax Income	1,000.00	821.80
Book Sale	3,000.00	1,466.45
Misc. (Postage, Lost Books, Etc.)	6,000.00	4,632.16
	742,600.00	865,693.22
Putnam e-books	3,500.00	3,500.00
Gardens	10,000.00	10,000.00
Steadley Multipurpose bldg		370,666.68
<b>Transfers from prior restricted donations</b>		
Transfers from restricted reserves	80,050.00	308,743.93
	<b>\$ 836,150.00</b>	<b>\$ 1,558,603.83</b>

Projected Expenditures

LAGERS	23,519.00	24,228.69
Salaries	486,116.00	461,230.78
FICA	36,515.00	35,739.01
Health Insurance	15,000.00	12,359.34
Audiovisuals	2,000.00	1,000.57
Adult Books	30,000.00	20,780.85
Children's Books	15,000.00	12,378.05
Periodicals	6,000.00	4,477.72
Ebooks	3,500.00	3,500.00
Utilities	35,000.00	33,454.14
Postage	1,500.00	981.97
Telephone	6,000.00	4,968.92
Insurance	25,000.00	35,049.69
Furniture & Equipment	7,000.00	5,678.15
Maintenance & Repair	35,000.00	47,186.04
Dues & Travel	10,000.00	4,935.47
Supplies	25,000.00	20,820.91
Legal and Accounting	6,000.00	7,225.00
Contract Fees	37,000.00	33,570.67
Child Programming	13,000.00	8,982.36
Teen Programming	1,000.00	151.95
Adult Programming	6,000.00	3,857.49
IT	7,000.00	4,874.65
Multi-Purpose Building/Supplies		-
Multi-Purpose Furniture & Equipment		43,034.12
Multi-Purpose Building/Steadley		367,546.12
Advertising	1,000.00	982.90
Employee Goodwill	3,000.00	3,258.93
Note Interest	-	175.19
	<b>\$ 836,150.00</b>	<b>\$ 1,202,429.68</b>

\$ 356,174.15

**DRAFT**

**APPROVED**

**CARTHAGE PUBLIC LIBRARY**

**FINANCIAL STATEMENTS**

**JULY 31, 2020**





## ACCOUNTANT'S COMPILATION REPORT

Carthage Public Library  
612 S Garrison  
Carthage, MO 64836

Management is responsible for the accompanying financial statements of Carthage Public Library (a nonprofit organization), which comprise the balance sheet - cash basis as of July 31, 2020, and the related statements of income - cash basis for the one month then ended and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The Organization has elected to include liabilities arising from the receipt of borrowed cash and record payroll taxes that have not been deposited to the IRS, which are generally accepted modification of the cash basis of accounting. The effects of this departure from the cash basis of accounting on the accompanying financial statements have not been determined.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position and changes in net assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Carthage Public Library.

*Schmidt Associates, LLC*

August 28, 2020



America Counts on CPAs

1105 Industrial Dr. Carthage, MO 64836 \* 401 W. 5th St. Ste. 201 Rolla, MO 64836

**Carthage Public Library  
Balance Sheet - Cash basis  
July 31, 2020**

**Assets**

**Current Assets**

Cash in bank - treasurer's cash	\$ 493,385.59
Cash in bank - Simmons Bank	1,059.27
Cash in bank - Community National Bank	1,510.15
Cash in bank - Guaranty Bank	8,806.41
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
MOSIP Investment	669,357.24
<b>Total Current Assets</b>	<u>1,174,378.66</u>

<b>Total Assets</b>	<u>\$ 1,174,378.66</u>
---------------------	------------------------

**Liabilities and Net Assets**

**Current Liabilities**

Note payable - Multi purpose building	\$ 8,000.00
<b>Total Current Liabilities</b>	<u>8,000.00</u>

<b>Total Liabilities</b>	<u>8,000.00</u>
--------------------------	-----------------

**Net Assets**

Unrestricted Net Assets	718,013.16
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
Carthage Community Foundation	5,000.00
CPL Collection Development Grant	(5,000.00)
CPL Development Foundation	10,451.55
Debbie Putnam - Ebooks	26,639.74
Library Gardens	3,878.47
Spotlight on Literacy (RTR) Grant - MOSL 2020	5,246.35
Spotlight on Literacy (RTR) Grant - Local 2020	5,564.13
Spotlight on Literacy - MOSL -2020	(4,206.00)
Spotlight on Literacy Grant - Local - 2020	20,908.70
Steadley Trust	926.16
Summer Reading Program-Local Funds 02/2020-08/2020	448.67
Summer reading program - MOSL grant	(1,023.00)
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	1,470.48
Thelma Stanley Foundation Grant	7,012.96
Multi Purpose Building - furnishings and supplies	220,119.58
Multit Purpose Building	(181,117.28)
Operational reserves	195,998.47
Change in net assets	129,793.85
<b>Total Net Assets</b>	<u>1,166,378.66</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 1,174,378.66</u>

See accountant's compilation report.

**Carthage Public Library**  
**Statements of Income and Other Changes in Net Assets - Cash basis**  
**For the one month ended July 31, 2020**

	<u>2020</u> <u>Year to date</u>	<u>Annual</u> <u>Budget</u>	<u>Annual</u> <u>Variance</u>
<b>Revenue</b>			
Book sale income	\$ 0.00	\$ 3,000.00	\$ (3,000.00)
Copier income	0.00	7,000.00	(7,000.00)
Donations	2,182.00	0.00	2,182.00
Donations-restricted	187,258.32	3,500.00	183,758.32
Fax income	0.00	1,000.00	(1,000.00)
Fine income	38.72	6,000.00	(5,961.28)
Interest income	386.26	10,000.00	(9,613.74)
Non-resident fee income	80.00	8,000.00	(7,920.00)
State aid	0.00	12,000.00	(12,000.00)
Sur tax	0.00	29,662.00	(29,662.00)
Tax income	962.76	205,000.00	(204,037.24)
Tax income - Park and storm water	48,631.10	467,600.00	(418,968.90)
Miscellaneous income	0.00	6,000.00	(6,000.00)
Other income	2.20	0.00	2.20
Total revenue	<u>239,541.36</u>	<u>758,762.00</u>	<u>(519,220.64)</u>

See accountant's compilation report.

**Carthage Public Library**  
**Statements of Income and Other Changes in Net Assets - Cash basis**  
**For the one month ended July 31, 2020**

	2020 Year to date	Annual Budget	Annual Variance
<b>Operating Expenses</b>			
Salaries	52,615.76	497,000.00	444,384.24
Lagers	2,719.31	24,000.00	21,280.69
Insurance - health	933.00	15,000.00	14,067.00
Payroll taxes - FICA	4,021.45	38,262.00	34,240.55
Total payroll expenses	<u>60,289.52</u>	<u>574,262.00</u>	<u>513,972.48</u>
Employee goodwill	612.00	3,000.00	2,388.00
Advertising	0.00	1,500.00	1,500.00
Audio-visuals	0.00	1,500.00	1,500.00
Books	2,552.20	25,000.00	22,447.80
Books - children's	517.82	13,000.00	12,482.18
Contract fees	4,417.49	37,000.00	32,582.51
Dues and travel	36.33	7,000.00	6,963.67
Ebooks	3,500.00	3,500.00	0.00
Furniture and equipment - multi purpose building	1,273.92	3,000.00	1,726.08
Information technology (IT)	14.99	7,000.00	6,985.01
Insurance	2,044.00	30,000.00	27,956.00
Interest expense	1,090.09	2,000.00	909.91
Legal and professional	0.00	6,000.00	6,000.00
Multi purpose building	10,830.21	189,000.00	178,169.79
Periodicals	58.00	4,500.00	4,442.00
Postage	24.99	1,500.00	1,475.01
Programs - adult	330.00	6,000.00	5,670.00
Programs - children	693.80	8,000.00	7,306.20
Programs, teens	0.00	2,000.00	2,000.00
Repairs and maintenance	5,185.57	35,000.00	29,814.43
Supplies	2,818.22	25,000.00	22,181.78
Supplies - multi purpose building	10,612.76	200,000.00	189,387.24
Telephone	399.64	6,000.00	5,600.36
Utilities	2,445.96	40,000.00	37,554.04
	<u>49,457.99</u>	<u>656,500.00</u>	<u>607,042.01</u>
Total expenses and losses	<u>109,747.51</u>	<u>1,230,762.00</u>	<u>1,121,014.49</u>

See accountant's compilation report.

**Carthage Public Library**  
**Statements of Income and Other Changes in Net Assets - Cash basis**  
**For the one month ended July 31, 2020**

	2020 Year to date	Annual Budget	Annual Variance
Increase/(Decrease) in unrestricted net assets before transfers	129,793.85	(472,000.00)	601,793.85
Transfers from temporary restricted	28,664.67	472,000.00	(443,335.33)
Transfers to temporary restricted	<u>(187,258.32)</u>	<u>0.00</u>	<u>(187,258.32)</u>
Increase/(Decrease) in unrestricted net assets	<u>(28,799.80)</u>	<u>0.00</u>	<u>(28,799.80)</u>
<b>Changes in temporarily restricted net assets</b>			
Spotlight on Literacy (RTR) Grant - MOSL 2020	912.98		
Spotlight on Literacy Grant - MOSL - 2020	1,012.00		
Muliti Purpose Building	185,333.34		
Debbie Putnam - Ebooks	(3,500.00)		
Library Gardens	(892.69)		
Summer Reading Program-Local Funds 02/2020-08/2020	115.05		
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	(1,286.30)		
Multi Purpose Building - furnishings and supplies	(13,321.26)		
Multi Purpose Building	<u>(9,779.47)</u>		
Increase/(Decrease) in temporarily restricted net assets	<u>158,593.65</u>		
<b>Change in net assets</b>	<u>\$ 129,793.85</u>		

See accountant's compilation report.

**Carthage Public Library**  
**Gift Account Activity**  
**For the one month and one month ended July 31, 2020**

	<u>Beginning</u> <u>Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending</u> <u>balance</u>
Boylan Grant	\$ 6,252.67	\$ 0.00	\$ 0.00	\$ 6,252.67
Carthage Community Foundation	5,000.00	0.00	0.00	5,000.00
CPL Collection Development Grant	(5,000.00)	0.00	0.00	(5,000.00)
CPL Development Foundation	10,451.55	0.00	0.00	10,451.55
Debbie Putnam - Ebooks	26,639.74	0.00	(3,500.00)	23,139.74
Library Gardens	3,878.47	0.00	(892.69)	2,985.78
Spotlight on Literacy (RTR) Grant - MOSL 2020	5,246.35	912.98	0.00	6,159.33
Spotlight on Literacy (RTR) Grant - Local 2020	5,564.13	0.00	0.00	5,564.13
Spotlight on Literacy - MOSL -2020	(4,206.00)	1,012.00	0.00	(3,194.00)
Spotlight on Literacy Grant - Local - 2020	20,908.70	0.00	0.00	20,908.70
Steadley Trust	926.16	0.00	0.00	926.16
Summer Reading Program-Local Funds 02/2020-08/2020	448.67	0.00	115.05	563.72
Summer reading program - MOSL grant	(1,023.00)	0.00	0.00	(1,023.00)
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	1,470.48	0.00	(1,286.30)	184.18
Thelma Stanley Foundation Grant	7,012.96	0.00	0.00	7,012.96
Multi Purpose Building - furnishings and supplies	220,119.58	0.00	(13,321.26)	206,798.32
Mult Purpose Building	(181,117.28)	185,333.34	(9,779.47)	(5,563.41)
Operational reserves	195,998.47	0.00	0.00	195,998.47
<b>Totals</b>	<u>\$ 318,571.65</u>	<u>\$ 187,258.32</u>	<u>\$ (28,664.67)</u>	<u>\$ 477,165.30</u>

See accountant's compilation report.

**Carthage Public Library  
Balance Sheet - Cash basis  
August 31, 2020**

**Assets**

<b>Current Assets</b>	
Cash in bank - treasurer's cash	\$ 469,107.33
Cash in bank - Simmons Bank	1,059.36
Cash in bank - Community National Bank	1,566.10
Cash in bank - Guaranty Bank	(15,194.41)
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
MOSIP Investment	<u>669,410.77</u>
<b>Total Current Assets</b>	<u>1,126,209.15</u>
 <b>Total Assets</b>	 <u>\$ 1,126,209.15</u>

**Liabilities and Net Assets**

<b>Current Liabilities</b>	
Insurance proceeds payable	\$ (19,341.24)
Note payable - Multi purpose building	<u>74,500.00</u>
<b>Total Current Liabilities</b>	<u>55,158.76</u>
 <b>Total Liabilities</b>	 <u>55,158.76</u>
<b>Net Assets</b>	
Unrestricted Net Assets	718,013.16
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
Carthage Community Foundation	5,000.00
CPL Collection Development Grant	(5,000.00)
CPL Development Foundation	10,451.55
Debbie Putnam - Ebooks	26,639.74
Library Gardens	3,878.47
Spotlight on Literacy (RTR) Grant - MOSL 2020	5,246.35
Spotlight on Literacy (RTR) Grant - Local 2020	5,564.13
Spotlight on Literacy - MOSL -2020	(4,206.00)
Spotlight on Literacy Grant - Local - 2020	20,908.70
Steadley Trust	926.16
Summer Reading Program-Local Funds 02/2020-08/2020	448.67
Summer reading program - MOSL grant	(1,023.00)
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	1,470.48
Thelma Stanley Foundation Grant	7,012.96
Multi Purpose Building - furnishings and supplies	220,119.58
Mult Purpose Building	(181,117.28)
Operational reserves	195,998.47
Change in net assets	<u>34,465.58</u>
<b>Total Net Assets</b>	<u>1,071,050.39</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 1,126,209.15</u>

See accountant's compilation report.

**Carthage Public Library**  
**Statements of Income and Other Changes in Net Assets - Cash basis**  
**For the one month and two months ended August 31, 2020**

	2020 <u>Month Actual</u>	Monthly <u>Budget</u>	Monthly <u>Variance</u>	2020 <u>Year to date</u>	Annual <u>Budget</u>	Annual <u>Variance</u>
<b>Revenue</b>						
Book sale income	\$ 0.00	\$ 250.00	\$ (250.00)	\$ 0.00	\$ 3,000.00	\$ (3,000.00)
Copier income	0.00	583.34	(583.34)	0.00	7,000.00	(7,000.00)
Donations	0.00	0.00	0.00	2,182.00	0.00	2,182.00
Donations-restricted	0.00	291.67	(291.67)	187,258.32	3,500.00	183,758.32
Fax income	0.00	83.34	(83.34)	0.00	1,000.00	(1,000.00)
Fine income	0.00	500.00	(500.00)	38.72	6,000.00	(5,961.28)
Interest income	227.37	833.34	(605.97)	613.63	10,000.00	(9,386.37)
Non-resident fee income	0.00	666.67	(666.67)	80.00	8,000.00	(7,920.00)
State aid	0.00	1,000.00	(1,000.00)	0.00	12,000.00	(12,000.00)
Sur tax	0.00	2,471.84	(2,471.84)	0.00	29,662.00	(29,662.00)
Tax income	552.73	17,083.34	(16,530.61)	1,515.49	205,000.00	(203,484.51)
Tax income - Park and storm water	42,032.83	38,966.67	3,066.16	90,663.93	467,600.00	(376,936.07)
Miscellaneous income	0.00	500.00	(500.00)	0.00	6,000.00	(6,000.00)
Other income	0.00	0.00	0.00	2.20	0.00	2.20
Total revenue	<u>42,812.93</u>	<u>63,230.21</u>	<u>(20,417.28)</u>	<u>282,354.29</u>	<u>758,762.00</u>	<u>(476,407.71)</u>

See accountant's compilation report.

**Carthage Public Library**  
**Statements of Income and Other Changes in Net Assets - Cash basis**  
**For the one month and two months ended August 31, 2020**

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
<b>Operating Expenses</b>						
Salaries	36,606.16	41,416.66	4,810.50	89,221.92	497,000.00	407,778.08
Lagers	(959.71)	2,000.00	2,959.71	1,759.60	24,000.00	22,240.40
Insurance - health	933.00	1,250.00	317.00	1,866.00	15,000.00	13,134.00
Payroll taxes - FICA	<u>2,800.87</u>	<u>3,188.50</u>	<u>387.63</u>	<u>6,822.32</u>	<u>38,262.00</u>	<u>31,439.68</u>
Total payroll expenses	<u>39,380.32</u>	<u>47,855.16</u>	<u>8,474.84</u>	<u>99,669.84</u>	<u>574,262.00</u>	<u>474,592.16</u>
Employee goodwill	546.07	250.00	(296.07)	1,158.07	3,000.00	1,841.93
Advertising	0.00	125.00	125.00	0.00	1,500.00	1,500.00
Audio-visuals	0.00	125.00	125.00	0.00	1,500.00	1,500.00
Books	2,329.57	2,083.33	(246.24)	4,881.77	25,000.00	20,118.23
Books - children's	1,178.49	1,083.33	(95.16)	1,696.31	13,000.00	11,303.69
Contract fees	9,940.74	3,083.33	(6,857.41)	14,358.23	37,000.00	22,641.77
Dues and travel	543.77	583.33	39.56	580.10	7,000.00	6,419.90
Ebooks	0.00	291.66	291.66	3,500.00	3,500.00	0.00
Furniture and equipment	1,680.00	0.00	(1,680.00)	1,680.00	0.00	(1,680.00)
Furniture and equipment - multi purpose building	551.25	250.00	(301.25)	1,825.17	3,000.00	1,174.83
Information technology (IT)	44.97	583.33	538.36	59.96	7,000.00	6,940.04
Insurance	704.00	2,500.00	1,796.00	2,748.00	30,000.00	27,252.00
Interest expense	(0.11)	166.66	166.77	1,089.98	2,000.00	910.02
Legal and professional	0.00	500.00	500.00	0.00	6,000.00	6,000.00
Multi purpose building	66,444.05	15,750.00	(50,694.05)	77,274.26	189,000.00	111,725.74
Periodicals	29.00	375.00	346.00	87.00	4,500.00	4,413.00
Postage	80.44	125.00	44.56	105.43	1,500.00	1,394.57
Programs - adult	473.16	500.00	26.84	803.16	6,000.00	5,196.84
Programs - children	7,065.88	666.66	(6,399.22)	7,759.68	8,000.00	240.32
Programs, teens	383.53	166.66	(216.87)	383.53	2,000.00	1,616.47
Repairs and maintenance	810.63	2,916.66	2,106.03	5,996.20	35,000.00	29,003.80
Supplies	662.16	2,083.33	1,421.17	3,480.38	25,000.00	21,519.62
Supplies - multi purpose building	1,958.45	16,666.66	14,708.21	12,571.21	200,000.00	187,428.79
Telephone	580.78	500.00	(80.78)	980.42	6,000.00	5,019.58
Utilities	<u>2,754.05</u>	<u>3,333.33</u>	<u>579.28</u>	<u>5,200.01</u>	<u>40,000.00</u>	<u>34,799.99</u>
Total expenses and losses	<u>98,760.88</u>	<u>54,708.27</u>	<u>(44,052.61)</u>	<u>148,218.87</u>	<u>656,500.00</u>	<u>508,281.13</u>
	<u>138,141.20</u>	<u>102,563.43</u>	<u>(35,577.77)</u>	<u>247,888.71</u>	<u>1,230,762.00</u>	<u>982,873.29</u>

See accountant's compilation report.

**Carthage Public Library**  
**Statements of Income and Other Changes in Net Assets - Cash basis**  
**For the one month and two months ended August 31, 2020**

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
Increase/(Decrease) in unrestricted net assets before transfers	(95,328.27)	(39,333.22)	(55,995.05)	34,465.58	(472,000.00)	506,465.58
Transfers from temporary restricted	78,267.24	39,333.34	38,933.90	106,931.91	472,000.00	(365,068.09)
Transfers to temporary restricted	(1,846.90)	0.00	(1,846.90)	(189,105.22)	0.00	(189,105.22)
Increase/(Decrease) in unrestricted net assets	<u>(18,907.93)</u>	<u>0.12</u>	<u>(18,908.05)</u>	<u>(47,707.73)</u>	<u>0.00</u>	<u>(47,707.73)</u>

See accountant's compilation report.

**Carthage Public Library**  
**Statements of Income and Other Changes in Net Assets - Cash basis**  
**For the one month and two months ended August 31, 2020**

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
<b>Changes in temporarily restricted net assets</b>						
Spotlight on Literacy (RTR) Grant - MOSL 2020	0.00			912.98		
Spotlight on Literacy Grant - MOSL - 2020	0.00			1,012.00		
Mult Purpose Building - furnishings and supplies	1,846.90			1,846.90		
Mult Purpose Building	0.00			185,333.34		
CPL Development Foundation	(272.89)			(272.89)		
Debbie Putnam - Ebooks	0.00			(3,500.00)		
Library Gardens	0.00			(892.69)		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	(425.00)			(425.00)		
Summer Reading Program-Local Funds 02/2020- 08/2020	(374.52)			(259.47)		
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	(2,168.09)			(3,454.39)		
Multi Purpose Building - furnishings and supplies	(2,509.70)			(15,830.96)		
Multi Purpose Building	(66,444.05)			(76,223.52)		
LSTA-Spotlight on Literacy Grant - MOSL- SLT20CNO-9871	(6,072.99)			(6,072.99)		
Increase/(Decrease) in temporarily restricted net assets	<u>(76,420.34)</u>			<u>82,173.31</u>		
<b>Change in net assets</b>	<u>\$ (95,328.27)</u>			<u>\$ 34,465.58</u>		

See accountant's compilation report.

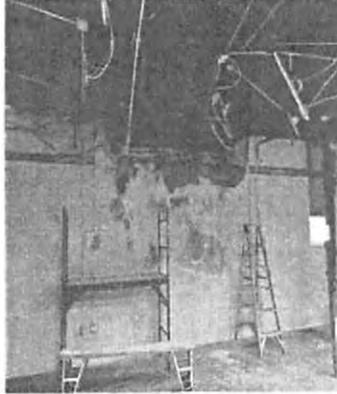
**Carthage Public Library**  
**Gift Account Activity**  
**For the one month and two months ended August 31, 2020**

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending balance</u>
Boylan Grant	\$ 6,252.67	\$ 0.00	\$ 0.00	\$ 6,252.67
Carthage Community Foundation	5,000.00	0.00	0.00	5,000.00
CPL Collection Development Grant	(5,000.00)	0.00	0.00	(5,000.00)
CPL Development Foundation	10,451.55	0.00	(272.89)	10,178.66
Debbie Putnam - Ebooks	26,639.74	0.00	(3,500.00)	23,139.74
Library Gardens	3,878.47	0.00	(892.69)	2,985.78
Spotlight on Literacy (RTR) Grant - MOSL 2020	5,246.35	912.98	0.00	6,159.33
Spotlight on Literacy (RTR) Grant - Local 2020	5,564.13	0.00	0.00	5,564.13
Spotlight on Literacy - MOSL -2020	(4,206.00)	1,012.00	0.00	(3,194.00)
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00	0.00	(425.00)	(425.00)
Spotlight on Literacy Grant - Local - 2020	20,908.70	0.00	0.00	20,908.70
Steadley Trust	926.16	0.00	0.00	926.16
Summer Reading Program-Local Funds 02/2020- 08/2020	448.67	0.00	(259.47)	189.20
Summer reading program - MOSL grant	(1,023.00)	0.00	0.00	(1,023.00)
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	1,470.48	0.00	(3,454.39)	(1,983.91)
Thelma Stanley Foundation Grant	7,012.96	0.00	0.00	7,012.96
Multi Purpose Building - furnishings and supplies	220,119.58	1,846.90	(15,830.96)	206,135.52
Mult Purpose Building	(181,117.28)	185,333.34	(76,223.52)	(72,007.46)
LSTA-Spotlight on Literacy Grant - MOSL- SLT20CNO-9871	0.00	0.00	(6,072.99)	(6,072.99)
Operational reserves	195,998.47	0.00	0.00	195,998.47
<b>Totals</b>	<u>\$ 318,571.65</u>	<u>\$ 189,105.22</u>	<u>\$ (106,931.91)</u>	<u>\$ 400,744.96</u>

See accountant's compilation report.

Director's Progress and Service Report  
September 2020, Julie Yockey

Pictures say it best!



We are so thankful for these wonderful gifts! K.D. and M.L. Steadley Trust



The Library has had a rough few months! We just want her to be put back together so that we can reopen to our community again. We need COVID-19 to go away, we need the roof, the original building and all the water damage to be

repaired so that we can celebrate the Grand Re-Opening of the Library with the Grand Opening of the new Steadley Family Legacy Center. Tentative plans are to have these celebrations on December 15<sup>th</sup>. We already have Santa lined up as well as a wonderful musical special for families of all ages. We need COVID-19 to cooperate so that we can accommodate groups of more than 10! The punch list is complete and staff is working on sorting through documents/materials and moving items to our new storage area on the second floor.

Staff and patrons have settled into a great rhythm of curbside services. Not one single person has complained at us or about our situation, and we are thankful. All materials remain quarantined for five days per the CDC recommendations. Thanks to the Missouri State Library for a wonderful surprise grant opportunity, the children's department has been able to order \$7,000 in manipulatives for the new building. Everything from sand tables, dinosaurs and spiders to STEM kits for all ages, we are going to be able to offer one of a kind teaching-learning activities in our area, and we are so excited. Administrative staff will be going through special training on the 10<sup>th</sup> for our new laser printer, and we are so ready. The 3D printer is up and functioning, and we will work with TEC next week on getting our internet, phones, cameras, security all in place. We had a great test of the fire alarms on the 31<sup>st</sup>, as welders in the storage area set off the smoke alarms and our wonderful Carthage Fire Department came flying to our aid! No one or any part of the building was damaged, but it sure causes us to be stressed out! Finally, we are able to concentrate on ordering equipment and furniture for the Steadley building, but due to COVID, furnishings, appliances, etc. are all on backorder indefinitely. This is sad but we are patient. The old shed was moved off of the parking lot just in time to get it resurfaced before winter.

The Carthage Public Library Development Foundation, a 501 C3, made the difficult decision to dissolve the organization with the final date being September 30. The remaining funds have been placed into an endowment with the Community Foundation of the Ozarks to have annual dividends paid to the Library for Summer Reading. The entire Carthage Library community thanks the Library Development foundation for their wonderful support since almost the beginning of the Carthage Public Library. Without their support, we probably would not have this beautiful new library addition and new Steadley Legacy addition.

The Library has received notice that our insurance provider, MOPERM has approved our damage estimates and a check has been sent to cover our loss due to water damage. At this time, the damage estimate is \$407,000 with the understanding that we could be adding to this amount if more damage is found or replacement materials need to be purchased. The plaster has been repaired and we are in a holding position once again as we wait for it to dry out completely before the painters can start to work. Our biggest hold up will no doubt be the flooring as it was estimated at 8-10 weeks on delivery time.

On we go, forward, not backwards! We hope that our community understands we are doing the very best we can to make our library the safe again so that open our library back to the public. We all want it so badly.

Respectfully submitted,  
Julie Yockey, Director



The City of Carthage  
"America's Maple Leaf City"

---

September 17, 2020

Doctor Michael Woody  
Peachtree Village Community Improvement District  
2832 Hazel Ave.  
Carthage, Mo 64836

Dear Dr. Woody;

The City had previously sent a letter in April specifying its records indicated that the Peachtree Community Improvement District (CID) had recorded sales in the District and that the District had not made a reimbursement payment to the City pursuant to the Intergovernmental Development Agreement for construction of certain public improvements with the City of Carthage. The City has only recorded payments from the CID in 2017 and 2018 when the last check was received. Further, City records indicate additional businesses have located within the CID and are/should be collecting the additional Sales Tax.

Pursuant to the Agreement, the District agreed to reimburse the City for any and all public funds expended in the installation of the traffic devices installed at the intersection of Hazel and Fir Road, and remit to the City, on a *quarterly* basis all funds held by the District derived from the current Tax or Levy on any business in the district each September 15, December 15, March 15, and June 15. The District will continue to remit the funds on a *quarterly* basis until all projects are completed, abandoned, or modified by the City.

If you would forward these funds, or any additional amounts that the District has received, to the City at your earliest possible convenience, it would be appreciated. Please make the check payable to the City of Carthage, Missouri and forward it to Ms. Traci Cox at 326 Grant St., Carthage, Missouri 64836.

If you require any additional information, please feel free to contact Traci Cox, City Clerk or me at 417-237-7000, or the City Attorney at 417-358-2727.

Thank-you for your cooperation in this matter.

Sincerely,

Tom Short,  
City Administrator

Copy: Dan Rife, Mayor  
Nate Daly, City Attorney  
Traci Cox, City Clerk

## "Rosenberg's Rules of Order"

*(Simple Rules of Parliamentary Procedure for the 21st Century)*

### Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules - "Robert's Rules of Order" - which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time, and for another purpose. If one is chairing or running a Parliament, then "Robert's Rules of Order" is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of, say, a 5-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of "Rosenberg's Rules of Order."

What follows is my version of the rules of parliamentary procedure, based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars: (1) Rules should establish order. The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings. (2) Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate. (3) Rules should be user friendly. That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process. (4) Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, and fully participate in the process.

### The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the Chair of the body who is charged with applying the rules in the conduct of the meeting. The Chair should be well versed in those rules. The Chair, for all intents and purposes, makes the final ruling on the rules every time the Chair states an action. In fact, all decisions by the Chair are final unless overruled by the body itself.

Since the Chair runs the conduct of the meeting, it is usual courtesy for the Chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the Chair should not participate in the debate or discussion. To the contrary, the Chair as a member of the body has the full right to participate in the debate, discussion and decision-making of the body. What the Chair should do, however, is strive to be the last to speak at the discussion and debate stage, and the Chair should not make or second a motion unless the Chair is convinced that no other member of the body will do so at that point in time.

### The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. And each agenda item can be handled by the Chair in the following basic format:

**First**, the Chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The Chair should then announce the format (which follows) that will be followed in considering the agenda item.

**Second**, following that agenda format, the Chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

**Third**, the Chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

**Fourth**, the Chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. At the conclusion of the public comments, the Chair should announce that public input has concluded (or the public hearing as the case may be is closed).

**Fifth**, the Chair should invite a motion. The Chair should announce the name of the member of the body who makes the motion.

**Sixth**, the Chair should determine if any member of the body wishes to second the motion. The Chair should announce the name of the member of the body who seconds the motion. (It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the Chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the Chair.)

**Seventh**, if the motion is made and seconded, the Chair should make sure everyone understands the motion. This is done in one of three ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the secretary or the clerk of the body to repeat the motion.

**Eighth**, the Chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

**Ninth**, the Chair takes a vote. Simply asking for the "ayes", and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain". Unless the rules of the body provide otherwise (or unless a super-majority is required as delineated later in these rules) then a simple majority determines whether the motion passes or is defeated.

**Tenth**, the Chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the Chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days notice for all future meetings of this body."

#### **Motions in General**

Motions are the vehicles for decision-making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the Chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words: "I move . . . ." So, a typical motion might be: "I move that we give 10-day's notice in the future for all our meetings."

The Chair usually initiates the motion by either (1) Inviting the members of the body to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the members of the body. "A motion would be in order that we give 10-day's notice in the future for all our meetings." (3) Making the motion. As noted, the Chair has every right as a member of the body to make a motion, but should normally do so only if the Chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

#### **The Three Basic Motions**

There are three motions that are the most common and recur often at meetings:

**The basic motion.** The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a 5-member committee to plan and put on our annual fundraiser."

**The motion to amend.** If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion which is before the body and seeks to change it in some way.

**The substitute motion.** If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So that if a member makes what that member calls a "motion to amend", but the Chair determines that it is really a "substitute motion", then the Chair's designation governs.

#### **Multiple Motions Before the Body**

There can be up to three motions on the floor at the same time. The Chair can reject a fourth motion until the Chair has dealt with the three that are on the floor and has resolved them.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to have a 5-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a 5-member committee to plan and put

on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

**First**, the Chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Chair would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

**Second**, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be 5 members or 10 members). If the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.

**Third**, the Chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (5-member committee), or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

#### **To Debate or Not to Debate**

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the body without debate on the motion):

**A motion to adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

**A motion to recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the Chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

**A motion to fix the time to adjourn.** This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

**A motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

**A motion to limit debate.** The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a 2/3 vote of the body. Note: that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a 2/3 vote of the body. A similar motion is a **motion to object to consideration of an item.** This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a 2/3 vote.

#### **Majority and Super-Majority Votes**

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a 7-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which, effectively, cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a 2/3 majority (a super-majority) to pass:

**Motion to limit debate.** Whether a member says "I move the previous question" or "I move the question" or "I call the question" or "I move to limit debate", it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a 2/3 vote to pass.

**Motion to close nominations.** When choosing officers of the body (like the Chair) nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a 2/3 vote to pass.

**Motion to object to the consideration of a question.** Normally, such a motion is unnecessary since the objectionable item can be tabled, or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a 2/3 vote to pass.

**Motion to suspend the rules.** This motion is debatable, but requires a 2/3 vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

#### **The Motion to Reconsider**

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate, perhaps disagreement and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to a re-opener if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and by a 2/3 majority, can allow a motion to reconsider to be made at another time.) Second, a motion to reconsider can only be made by certain members of the body. Accordingly, a motion to reconsider can only be made by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again. That would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.

#### **Courtesy and Decorum**

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chair before proceeding to speak.

The Chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The Chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

**Privilege.** The proper interruption would be: "point of privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

**Order.** The proper interruption would be: "point of order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

**Appeal.** If the Chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Chair is deemed reversed.

**Call for orders of the day.** This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Chair discovers that the agenda has not been followed, the Chair simply reminds the body to return to the agenda item properly before them. If the Chair fails to do so, the Chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

#### **Special Notes About Public Input**

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the Chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the body will be doing.

**Rule Two:** Keep the public informed while the body is doing it.

**Rule Three:** When the body has acted, tell the public what the body did.