

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, DECEMBER 10, 2019
6:30 P.M. – COUNCIL CHAMBERS**

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

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

- The City of Carthage, Missouri will hold a public hearing regarding a grant of tax abatement for the construction of an additional new operating line for the manufacturing of residential bedding coil mattress units at 229 N. McGregor Street in Carthage (the "Project"). The Project is wholly within the Carthage Enhanced Enterprise Zone. The City is considering granting real property tax abatement for the Project pursuant to Sections 135.950 to 135.973 of the Revised Statutes of Missouri, as amended.

15. Old Business

1. **C.B. 19-45** – An Ordinance authorizing the Mayor to execute a Performance Agreement between the City of Carthage and Leggett & Platt, Inc., to provide certain incentives for the construction of new and expansion of existing facilities for certain industrial, warehousing and manufacturing purposes. (Enhanced Enterprise Zone Board)
2. **C.B. 19-46** – An Ordinance authorizing a special use permit for operation of a Daycare Center as Requested by Rev. Timothy Buelow for 2134 Grand Ave., in the City of Carthage, Jasper County, Missouri. (Planning and Zoning)

16. New Business

1. **C.B. 19-47** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing for transportation improvements for the intersection of Missouri State Highway HH (West Fir Road)

and the I-49 West Outer Road (Dr. Russell Smith Way), Commission's Project 7S3378. (Public Works)

2. **C.B. 19-48** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and McGrath Human Resources Group, Inc. to review and upgrade the City's Compensation and Classification System, including job descriptions, and market analysis for full-time and part-time employees. (Budget Ways & Means)

17. Mayor's Appointments

- Care Leave Committee
- Zoning Board of Adjustment

18. Resolutions

1. **Resolution 1888** – A Resolution of the City Council of the City of Carthage approving a recommendation of the Public Works Committee granting an Administrative Lot Split for property located in the Phelps 9th Addition; Lot 39. (Public Works)
2. **Resolution 1889** – A Resolution calling for a Public Hearing to be held on the 19th day of December, 2019 at 6:30 p.m., in the Council Chambers, at City Hall in Carthage, Missouri, concerning annexation of property generally known as: Three Tracts of Land Northwest of the Intersection of W. George E. Phelps Blvd. & Hazel Ave. containing 107.37 Acres, more or less. (Planning, Zoning and Historic Preservation)

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
November 26, 2019

The Carthage City Council met in regular session on the above date at 6:30 P.M. in the City Hall Council Chambers 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: Darren Collier, Alan Snow, Kirby Newport, Ed Barlow, James Harrison, Ray West, David Armstrong and Mike Daugherty. Council members Juan Topete and Ceri Otero were absent. City Administrator Tom Short and City Attorney Nate Dally were present.

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

Mr. Daugherty made a motion, seconded by Mr. Harrison, to approve the minutes of the November 12, 2019 Council Meeting. Motion carried unanimously.

During Citizen's Participation Period: Mark Elliff, President of the Chamber of Commerce and Economic Development Director, gave an update on Project Vacca.

Mr. Snow reported the Budget, Ways and Means Committee is between meetings with the next meeting scheduled for December 9.

Mr. Armstrong reported the Committee on Insurance/Audit and Claims met on this date in the Council Chambers and approved the claims. Mr. Armstrong made a motion, seconded by Mr. Daugherty, to approve the new job descriptions for Park Superintendent and Parks Maintenance II positions. Motion carried.

Mr. Harrison reported the Public Safety Committee met November 25. Changes to the Fairview School Zone were approved, and a council bill will be prepared to adopt the changes. Parking issues at Budlong and Sophia were addressed. No Parking signs will be installed. Mr. Harrison made a motion, seconded by Mr. Snow, to accept the low bid of \$15,060 from Simpson Sheet Metal to replace the HVAC units at City Hall and Fire Station #1. Motion carried. Mr. Harrison made a motion, seconded by Mr. Newport, to accept the low bid of \$14,000 from Kabinet Korner to install custom cabinets at Fire Station #2. Motion carried. Mr. Harrison made a motion, seconded by Mr. Collier, to accept the best bid of \$2,954.85 per unit for personal protective equipment from Fire Master Fire Apparatus, Inc. Motion carried. The next Public Safety meeting is scheduled for December 18.

Mr. Barlow reported the Public Services Committee met November 19. Two bids for the propane tank and dump truck were reviewed. Mr. Barlow made a motion, seconded by Mr. Daugherty, to accept the bid of \$526 from Gary Reed for the propane tank and the bid of \$1,233 from Curtis Cottingham for the dump truck. Motion carried. The committee approved the reorganization of the Parks & Recreation Department to allow for a more

streamlined operation. Maintenance employees under this department will be cross trained to help each other in busy times. Administration will focus on marketing and adding new software to promote the Parks Department.

Mr. Daugherty reported the Public Works Committee is between meetings with the next meeting scheduled for December 3.

Special Committee and Board Liaison reports were given by Mr. Armstrong for Powers Museum, Mr. Snow for the Library Board, Mr. Daugherty for the Chamber and CVB, Mr. Collier for the Carthage Water & Electric Plant, and Mr. Barlow for the Planning, Zoning & Historic Preservation.

Mayor Rife presented a plaque received from Missouri Rural Services for low workers compensation claims, the annual CMR dinner, and his attendance at the annual induction of individuals to the Wall of Heroes at the YMCA.

During Reports of Council Members, Mr. Armstrong pointed out both the Chamber and CVB had voted in favor of the merger and questioned whether additional action was necessary to end the merger. City Attorney Nate Dally and City Administrator Tom Short explained there had been no changes to the bylaws; therefore, the contracts were unaffected and no additional action needed to be taken. Mr. Snow congratulated Carthage High School on their win in the state quarterfinals. He also reminded everyone of the Christmas Parade on December 2.

Public Works Director Zeb Carney reported the new street sweeper has been delivered and a new Code Official has been hired.

City Administrator Tom Short reported on the following: vendor interviews for the compensation study will be held December 3-4, interviews will be scheduled with applicants for the IT Manager position, meetings with the Parks & Recreation Director to discuss reorganization of the department, the auctioneer's recommendation to wait until spring to hold a joint auction with the school, economic development meetings to discuss Project Vacca, economic development meetings regarding communications, the annual audit will be presented December 19 at a joint meeting of the Insurance, Audit and Claims Committee and the Budget Committee and will not be presented at council, rate changes for Suddenlink customers, and the holiday closings for City departments.

The Committee on Claims filed a report in the amount of \$1,594,493.00 against the following funds: General Revenue \$113,923.23, Public Health \$125,083.11, Parks/Stormwater \$71,380.50, Fire Protection \$1,245.87, Golf \$31,741.42, Capital Improvements \$30,000.00, Payroll \$321,118.87, and Carthage Water & Electric \$900,000.00. Mr. Armstrong made a motion, seconded by Mr. Harrison, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 19-41 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Jasper County Circuit Clerk to

lease non-specific/designated storage space located in the basement of City Hall to be used as storage space for storing personal property consisting of office furniture for 3 Judges, 1 Family Court Commissioner and the Circuit Court Clerk during the Jasper County Courts Building renovation project, not to exceed eighteen (18) months was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Harrison, Newport, Snow, and West. The council bill was approved and numbered Ordinance 19-44.

C.B. 19-42 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing for a Municipal and Cost Apportionment Agreement for improvements consisting of public improvements designated as Route 571, Jasper County, Job No. J7S3284 comprising sidewalk and pedestrian improvements at various locations from Route E (Fairview Avenue) to Route HH (Fir Road), specifically, sidewalk and pedestrian improvements at Fairview & Garrison Avenues in Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Harrison, Newport, Snow, and West. The council bill was approved and numbered Ordinance 19-45.

C.B. 19-43 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Butterball LLC., for installation of a recommended 5 foot wide crosswalk at 411 N Main St, Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Harrison, Newport, Snow, and West. The council bill was approved and numbered Ordinance 19-46.

Under New Business, C.B. 19-46 – An Ordinance authorizing a special use permit for operation of a Daycare Center as Requested by Rev. Timothy Buelow for 2134 Grand Ave., in the City of Carthage, Jasper County, Missouri was placed on first reading with no action taken.

Consider and Discuss the Adopt-A-Park Program Application for Carthage Community Gardens. Mr. Barlow reported the application for a community garden at Griggs Park had been reviewed and approved by the Public Services Committee. The community garden will be fenced, gated and locked. The city is responsible for running a water line to the garden area. Mr. Collier made a motion, seconded by Mr. Daugherty, to accept the application. Motion carried.

Mr. Armstrong made a motion, seconded by Mr. Daugherty, to approve Resolution 1887 – A Resolution providing for the formal acceptance of a donation by the City Council of the City of Carthage, Missouri pursuant to City policy passed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Harrison, Newport, Snow, and West.

During closing remarks, Mr. Armstrong expressed his respect for both the Chamber and CVB Directors and that he was only trying to understand the procedures.

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:39 PM.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

PUBLIC HEARING NOTICE

The City of Carthage, Missouri will hold a public hearing at 6:30 p.m. on December 10, 2019 at the City Hall, 326 Grant Street in Carthage, regarding a grant of tax abatement for the construction of an additional new operating line for the manufacturing of residential bedding coil mattress units at 229 N. McGregor Street in Carthage (the "Project"). The Project is wholly within the Carthage Enhanced Enterprise Zone. The City is considering granting real property tax abatement for the Project pursuant to Sections 135.950 to 135.973 of the Revised Statutes of Missouri, as amended.

The public and representatives of all taxing districts affected by the proposed tax abatement are invited to submit comments to the Carthage City Council prior to the date of the hearing at City Hall, 326 Grant Street, Carthage, Missouri. All interested persons will be given an opportunity to be heard at the public hearing.

***OLD
BUSINESS***

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI AUTHORIZING TAX ABATEMENT FOR A PROJECT LOCATED IN THE CARTHAGE ENHANCED ENTERPRISE ZONE TO BE UNDERTAKEN BY LEGGETT & PLATT, INCORPORATED

WHEREAS, Jasper County, Missouri (the “County”), created the Carthage-Jasper County Enhanced Enterprise Zone (the “Zone”) pursuant to Sections 135.950 to 135.973, inclusive, of the Revised Statutes of Missouri, as amended (the “EEZ Act”); and

WHEREAS, Leggett & Platt, Incorporated, a Missouri limited liability company (the “Company”), has proposed to construct additional new line for the manufacturing of residential bedding coil mattress units (the “Project”) within a portion of the Zone located within the City of Carthage, Missouri; and

WHEREAS, in its Notice of Intent requesting tax abatement under the EEZ Act, the Company represented that it expects to invest approximately \$10,000,000 in the Project and expects to create 35 new full-time jobs with an average annual wage of \$37,571; and

WHEREAS, based on the foregoing, the City desires to grant tax abatement, as provided in the EEZ Act, to the Company to incentivize the construction of the Project within the Zone so as to create jobs and foster the development of industries within the Zone; and

WHEREAS, on December 10, 2019, the City Council held a duly-noticed public hearing regarding the proposed real property tax abatement described herein; and

WHEREAS, Section 135.963 of the EEZ Act requires the City Council to pass an Ordinance specifying the percentage of tax abatement, the duration of the tax abatement, the political subdivisions to which such tax abatement will apply and such other terms, conditions and stipulations as may be otherwise required;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, AS FOLLOWS:

Section 1. Enhanced Enterprise Zone Tax Abatement.

(a) Subject to the provisions of this Ordinance and the requirements of the EEZ Act, the Project shall receive the abatement from general ad valorem real property taxes imposed by the City, the State of Missouri, or any political subdivision thereof as described in the Enhanced Enterprise Zone Agreement (the “Agreement”) between the City and the Company, attached as **Exhibit A** hereto and incorporated by reference herein.

(b) The tax abatement provided in the Agreement shall only apply to general ad valorem taxes (including commercial surcharges) levied against the Project and shall not be deemed or construed to exempt the Company or any successor in title, in whole or in part, from special assessments, fees, charges or other taxes that may be imposed by the City or another governmental unit.

(c) In accordance with Section 135.963.2 of the EEZ Act, the City Clerk is hereby authorized and directed to provide a copy of this Ordinance and the Agreement to the Director of the Missouri Department of Economic Development within 30 days of the approval thereof.

Section 2. Execution of Agreement. The Mayor is hereby authorized to execute the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The officers of the City, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the City Council and approval by the Mayor.

PASSED and APPROVED by the City Council and the Mayor of the City of Carthage, Missouri, this ___ day of December, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: The Enhanced Enterprise Zone Committee

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of December __, 2019, as from time to time amended and supplemented in accordance with the provisions hereof (this “**Agreement**”), by and between the City of Carthage, Missouri, a municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”) and Leggett & Platt, Incorporated, a Missouri corporation (the “**Company**”);

RECITALS:

WHEREAS, the City is authorized by Sections 135.950 RSMo., et. seq. as amended (the “**Act**”), to provide certain incentives for the construction of new and expansion of existing facilities for certain industrial, warehousing and manufacturing purposes; and

WHEREAS, pursuant to the Act, the City Council of the City has passed an ordinance establishing the Enhanced Enterprise Zone Board (the “**Board**”) for the City and to provide certain ad valorem tax abatements in the form of real estate tax abatements on the improvements to real property that will provide a base number of jobs and a base number of investments and paying an average wage at least equal to the County Average Wage as outlined in the Enhanced Enterprise Zone Tax Abatement Matrix attached as Exhibit C (the “**Abatement Matrix**”) and providing for certain bonuses for exceeding the base as outlined in the Abatement Matrix; and

WHEREAS, the Company will be constructing an expansion of its facilities in the City to provide for the manufacturing of residential bedding coil mattress units and expects to spend approximately \$10,000,000 related to the improvements with \$5,000,000 of the cost of the project qualifying for tax abatement under the Act; and

WHEREAS, the City has declared the area where the Project is to be located to be within the area designated by Jasper County and approved by the Missouri Department of Economic Development as an Enhanced Enterprise Zone; and

WHEREAS, pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to cause the acquisition, construction, furnishing and equipping of the Project as more fully described in the Development Plan upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I DEFINITIONS

1. **Definitions of Words and Terms.** In addition to the word and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

“**Administrator**” means the Economic Development Director of the City or another officer or employee of the City designated by the City in writing to the Company.

“Agreement” means this Performance Agreement between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Annual Jobs Report” means the Annual Jobs Report required to be filed by the Company by Article IV, Section 3 hereof.

“Average Wage” means the wages paid by the Company during the year ending on the applicable Test Date to those persons which are engaged in the Jobs that are being counted to determine compliance with the Required Number of Jobs hereunder, divided by the number of hours performed by such persons during the year ending on the applicable Test Date.

“County” means Jasper County, Missouri.

“County Average Wage” means the average wage for the County on the applicable Test Date as published by the Missouri Department of Economic Development and used for purposes of the Missouri Quality Jobs Act (Section 620.1878(4), RSMo).

“Development Plan” means construction of improvements to the facilities of the Company located at 229 N. McGregor/200 S. River in Carthage, Missouri to provide for the manufacturing of residential bedding coil mattress units as provided in the Notice of Intent filed by the Company with the City and the Board.

“Enhanced Enterprise Zone” means the area within the City described by the Missouri Department of Economic Development as being qualified through their standards of unemployment and poverty (and certain other qualifications, as described in the Act), which area is illustrated on the map in Attachment A (the “Enhanced Enterprise Zone Map”).

“Event of Default” means any Event of Default as provided in Article V hereof.

“Job” means a full-time position with the Company of not less than 30 hours per week at the Project and such person at all times has health insurance offered to him or her that at least 50% of the health insurance premiums are paid by the Company. Positions filled by workers who are not directly employed by the Company do not qualify as “Jobs” for purposes of this definition; provided, however that workers who are employed by a third party company at the Project pursuant to a written agreement with the Company during an employee's probationary period shall qualify as a “Job” for purposes of this definition; provided, further, that workers performing less than 30 hours per week but not less than 20 hours per week shall constitute one-half of a “Job” for purposes of this definition; provided, further, that such workers who are employed by a Related Taxpayer shall qualify as a “Job” for purposes of this definition.

“New Jobs” means Jobs created at the Project on or after October 4, 2018.

“Notice of Intent” means the form developed by the Missouri Department of Economic Development which is completed by the Company and submitted to the Missouri Department of Economic Development that states the Company’s intent to hire new Jobs and request benefits in the Enhanced Enterprise Zone.

“Project” means the acquiring, constructing, furnishing and equipping of a facility at the Project

Site within the designated Enhanced Enterprise Zone as more fully described in the Development Plan.

“Project Site” means all of the real estate described in the “Application” attached hereto as Attachment B and by this reference made a part hereof, and generally located at 229 N. McGregor/200 S. River, Carthage, Missouri.

“Related Taxpayer” means (i) a corporation, partnership, trust or association controlled by the Company; (ii) an individual, corporation, partnership, trust, or association in control of the Company; or (iii) a corporation, partnership, trust or association controlled by an individual, corporation, partnership, trust or association in control of the Company. For the purposes of this definition, “control of a corporation” shall mean ownership, directly or indirectly, of stock possessing at least fifty percent of the total combined voting power of all classes of stock entitled to vote; “control of a partnership or association” shall mean ownership of at least fifty percent of the capital or profits interest in such partnership or association; and “control of a trust” shall mean ownership, directly or indirectly, of at least fifty percent of the beneficial interest in the principal or income of such trust; ownership shall be determined as provided in Section 318 of the U.S. Internal Revenue Code, as amended.

“Required Number of Jobs” means the base number of New Jobs that the Company commits to providing at the Project as part of this Agreement. The Company commits to creating 35 New Jobs at the Project within twelve (12) months of the approval of this Agreement and maintaining such number of New Jobs at the Project thereafter for the term of this Agreement. The base minimum of New Jobs created at the time of application by the Company shall be no less than two (2).

“Stated Expiration Date” means December 31, 2029.

“Test Date” means each August 1 during the term of this Agreement.

ARTICLE II

QUALIFICATIONS FOR BENEFITS OF THE ENHANCED ENTERPRISE ZONE

1. **Jobs Created.** As described herein, the Missouri Department of Economic Development in managing the various Enhanced Enterprise Zones in the State of Missouri, has determined that the Act has established certain minimums for qualifying for property tax abatement on the improvements to real estate and the benefits offered by the Department among its several programs. The minimum number of Jobs created must be not less than two (2). The City and the Board have developed the Abatement Matrix included on Attachment C, that sets forth bonuses for more Jobs created above the minimum. It is the intent of this Agreement to establish the base number of Jobs through the application by the Company and require an Annual Jobs Report as established in Article IV, Section 3 of this Agreement. These Jobs are to be New Jobs created in Missouri subsequent to the Notice of Intent related to the Project. The Company must offer a basic health insurance plan in conformance with The Patient Protection and Affordable Care Act (PPACA) 2010 HR3590 (ACA) or an equivalent benefit for the employees in the New Jobs that at least 50% of the health care premiums are paid by the Company.
2. **Investment.** The Act describes the minimum investment for any business to qualify for the benefits of the Act as being at least \$100,000.

3. **County Average Wage.** The City and the Board have determined that bonuses will be granted for businesses that are willing to pay a minimum of 100% of the County Average Wage in connection with at least ten (10) New Jobs, as shown on the abatement matrix.
4. **Minimum Benefits.** The Act describes the minimum benefits for any qualified project meeting the base of two (2) New Jobs created and \$100,000 invested shall be the exemption of the Company from paying any more than 50% of the ad valorem taxes on the improvements to real property as a part of the project for at least ten (10) years.
5. **Bonus Benefits for Qualified Projects.** Bonuses as described in Attachment C, shall be awarded by the Administrator for “qualified projects” (as defined below in Section 6) based on the information provided in the “Notice of Intent” submitted by the Company and shall be in the form of additional abatement percentages as noted on Attachment C and increased years of eligibility based on the number of New Jobs created and sustained and the amount of wages paid relative to the County Average Wage. The projected bonus benefit for the Project is: 10 years at 50% of the ad valorem taxes on the improvements to real property.
6. **Qualified Project.** The Project for the Company that includes improvements made to real property within an Enhanced Enterprise Zone as permitted by the Act and approved by the City.

ARTICLE III

REAL ESTATE PROPERTY TAX ABATEMENT

1. **Real Estate Property Tax Abatement.** The period of real estate property tax abatement shall be a minimum of 10 years with bonus years approved according to the number of New Jobs and the Average Wage as outlined in Attachment C of this Agreement. In no event shall the period of abatement extend beyond the year 2029.
2. **Qualifications.**
 - a. The Company covenants and agrees that, during each year the improvements to real property related to the Project are subject to tax abatement from real estate taxes, the Company shall the report required by Article IV, Section 3 of this Agreement. The Company also agrees that it shall create and maintain no less than two (2) New Jobs during the term of this Agreement.
 - b. The Company covenants and agrees that it will invest no less than \$100,000 in the Project. The Company shall complete the Project no later than December 31, 2019, subject to any extension granted by the City upon a showing of good cause by the Company.
 - c. The Company and the City agree that the Company will receive bonuses in percentage of tax abatement and years of abatement for either or a combination of the following as described in Attachment C:
 - i. The number of New Jobs exceeding the base of two (2) Jobs and constituting thirty five (35) or more; and
 - ii. The average wage paid for New Jobs that exceed 100% of the County Average Wage.

3. **Adjustment of Terms for Failure to Deliver Required Jobs or Wages.** The Company covenants to maintain the Required Number of Jobs within the Enhanced Enterprise Zone for so long as this Agreement is in effect. The Company further covenants that the Required Number of Jobs shall have an Average Wage that is equal to or exceeds the County Average Wage for so long as this Agreement is in effect. In the event the Company fails to maintain the Required Number of Jobs at an Average Wage at the Project (measured by determining the highest actual number of New Jobs during the 90-day period ending on each Test Date) or the Company fails to maintain the Required Number of Jobs at an Average Wage equal to or above the County Average Wage, the Administrator shall decrease the amount of the abatement and the term of the abatement to the minimum 50% for 10 years, provided that such decrease shall not apply retroactively to any past tax years.
4. **Obligation to Effect Tax Abatement.** The City shall take all actions within its control to obtain and/or maintain in effect the abatement referred to in Section 1 above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the abatement provided herein.
5. **Company's Right to Protest Taxes.** Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. The City agrees to cooperate with the Company in any such appeal, protest or contest to the extent that the real property tax abatement is challenged by another governmental entity.
6. **Cessation of Operations at the Project.** If for any reason the Company ceases operation at the Project during the term of this Agreement, the Administrator shall advise the Board of such cessation and recommend waiving the abatement from payment of ad valorem real estate taxes of the Company and returning the Project to the tax rolls at full value.

“Ceases operations” or “cessation of operations” means the failure of the Company to employ an average of at least the minimum 398 full-time equivalent employees at the Project for a period of 12 consecutive months; provided, however, that if such failure is due to a casualty at the Project, such failure shall not constitute the “cessation of operations” provided that the Company promptly commences the reconstruction of the Project and diligently pursues such reconstruction and such reconstruction is completed within 12 months of the casualty event.

7. **No Abatement on Special Assessments.** The City and the Company hereby agree that the property tax abatements described in this Agreement shall not apply to special assessments. The Company hereby agrees to make a payment to the City or any other taxing jurisdiction on or before each December 31 in an amount equal to 100% of the special assessments which would otherwise be due with respect to the Project if such Project were not subject to abatement.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

1. **Inspection.** The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement. In addition to any and all record requirements stated herein, Company agrees to maintain and make available for inspection by the City, upon reasonable notice, the following records of the Project:
 - a. The Company shall establish and maintain sufficient records as required by 24 CFR 570.506. Such records shall be made available to the City upon reasonable request.
2. **Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.
3. **Annual Jobs Reports.** The Company shall file with the City annually, commencing on August 1, 2020, and continuing on each August 1 thereafter while this Agreement remains in effect, a report stating the number of New Jobs maintained at the Project and Average Wage with respect to such Jobs in a form reasonably satisfactory to the City. The information shall be given as of the applicable Test Date, provided that, for purposes of determining compliance with the Required Number of Jobs pursuant to Article III, Section 3 of this Agreement, the Company may report the highest actual number of New Jobs during the 90-day period ending on such Test Date. The Company agrees to provide the City and the Assessor with reasonable access to the payroll and other corporate records as may be requested to verify the information provided by the Company regarding New Jobs and Average Wage information. If any report and/or other corporate records show that the Company has failed to create and maintain the New Jobs as provided herein, this Agreement shall terminate.
4. **City Approvals.** The City intends that the approval of the Project granted by the City pursuant to this Agreement shall not affect or constitute any approval required by any other city or county or governmental entity or department or pursuant to any city ordinance, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Project. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement. Any other political subdivision outside the boundaries of the City will be required to apply the City's ordinances, codes, regulations or any other approvals to the Project as required by law.

5. **General.** The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:
 - a. The Company is a corporation duly organized and validly existing pursuant to the laws of the state of incorporation and is in good standing and qualified to do business in the State of Missouri;
 - b. The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;
 - c. The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the articles of incorporation or bylaws of the Company, as the same may be amended and supplemented, or any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;
 - d. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company which would impair its ability to perform under this Agreement; and
 - e. The Company has obtained (or will, prior to the commencement of construction or operation obtain) and shall maintain all required government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.
6. **Compliance with Laws.** To the best of the Company's knowledge, the Project is and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws.
7. **Survival of Covenants.** All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.
8. **Indemnification of City.** The Company shall indemnify, defend and save the City and its officers, employees and agents, including members of the City Council, harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of this Agreement, and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of this Agreement from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, or any action requested of the City by the Company pursuant to this Agreement, (c) any contract entered into in connection with the acquisition, construction, furnishing and equipping of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any permitted assignee, lessee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any permitted assignee, lessee or sublessee of the Company.

9. **Federal Work Authorization.** Simultaneously with the execution of this Agreement and in conjunction with every submitted annual report regarding New Jobs, the Company shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit in substantially the form attached hereto as **Exhibit D** and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to its employees and state that it does not knowingly employ any person who is an unauthorized alien.
10. **Payment to City Costs.** The Company agrees to pay all costs of the City in connection with the preparation of this Agreement. The Company also agrees to pay all costs of the City in connection with the City's enforcement of this Agreement, including reasonable attorneys' fees.

ARTICLE V

DEFAULT AND REMEDIES

1. **Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:
 - a. the Company shall fail to perform any of its obligations hereunder and (i) such failure continues for a period of 60 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure and the notice shall include a specific description of the Company's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the Company shall have failed to initiate action to cure such default and shall pursue such action to cure diligently;
 - b. the Company shall breach any material covenant contained herein and continuance of such breach for a period of 60 days (or such longer period as the City and the Company may agree in writing) after there has been given to the Company by the City a written notice specifying such breach and requiring it to be remedied; provided, that if such breach cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such breach shall not constitute an event of default if the Company shall promptly upon receipt of such notice commence the curing of such breach and shall thereafter prosecute and complete the same with due diligence and dispatch; or
 - c. any representation of the Company contained herein shall prove to be materially false or erroneous and shall not be corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after there has been given to the Company by the City a written notice specifying such false or erroneous representation and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Company shall promptly upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.
2. **Remedies on Default.** Upon an Event of Default hereunder, this Agreement may be terminated by written notice to the Company from the Administrator stating that an Event of Default has occurred and all abatement of property taxes shall be terminated. Upon notice that the Company

has defaulted on this Agreement, the Company may appeal the decision of the Administrator to the Board whose decision shall become final.

3. **Failure of the City to Perform its Obligations.** In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VI

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement), shall have a term commencing as of the date of this Agreement and terminating on the Stated Expiration Date, which term shall be automatically extended during any extended abatement period granted under Article III, Section 2(c) in accordance with the Abatement Matrix on Attachment C.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. **Mutual Assistance.** The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.
2. **Severability.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.
3. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.
4. **Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

6. **Electronic Storage of Documents.** The City and the Company agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[balance of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF CARTHAGE, MISSOURI

By: _____
Title: Mayor

[SEAL]

ATTEST:

By: _____
Title: City Clerk

LEGGETT & PLATT, INCORPORATED

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: _____
Title: Secretary

ATTACHMENT A

ENHANCED ENTERPRISE ZONE MAP

ATTACHMENT B
NOTICE OF INTENT

ATTACHMENT C

**ENHANCED ENTERPRISE ZONE TAX ABATEMENT MATRIX
Jasper County Average Wage (CAW)**

Jobs	100%	120%	140%	160%
10	3 yrs / 100% 5 yrs / 75% 2 yrs / 50%	4 yrs / 100% 6 yrs / 75% -----	6 yrs / 100% 4 yrs / 75% 2 yrs / 50%	8 yrs / 100% 4 yrs / 75% -----
50	4 yrs / 100% 6 yrs / 75% -----	6 yrs / 100% 4 yrs / 75% 2 yrs / 50%	8 yrs / 100% 4 yrs / 75% -----	10 yrs / 100% 4 yrs / 75% 2 yrs / 50%
100	6 yrs / 100% 4 yrs / 75% 2 yrs / 50%	8 yrs / 100% 4 yrs / 75% -----	10 yrs / 100% 4 yrs / 75% 2 yrs / 50%	12 yrs / 100% 5 yrs / 75% 2 yrs / 50%
250	8 yrs / 100% 4 yrs / 75% -----	10 yrs / 100% 4 yrs / 75% 2 yrs / 50%	12 yrs / 100% 5 yrs / 75% 2 yrs / 50%	----- ----- -----
500	10 yrs / 100% 4 yrs / 75% 2 yrs / 50%	12 yrs / 100% 5 yrs / 75% 2 yrs / 50%	----- ----- -----	----- ----- -----

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Ad

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage (CAW): Jasper County average wages as defined by state DED. New companies must meet CAW as employees in new operation. Existing firms qualify based on avg. wage of existing employment ba:

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation. To be new jobs created in f
Movement of jobs from one plant to another within the state would not qualify as jobs under the Ag

Benefits: Employer must also provide benefits as part of employee compensation package.

EXHIBIT D

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.525 R.S.MO., ET SEQ.

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of Jasper, State of Missouri, personally appeared _____, who is _____ of Leggett & Platt, Incorporated, a Missouri corporation, and after being duly sworn did depose and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.525 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit. (An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a valid copy of the signature page completed and signed by the employer, the Social Security Administration and the Department of Homeland Security.)

By: _____
Print Name: _____
Title: _____
Date: _____

Subscribed and sworn to before me this _____ day _____, _____.

Notary Public
Print Name: _____

My commission expires:

COUNCIL BILL NO. 19-46

ORDINANCE NO. _____

An Ordinance authorizing a special use permit for operation of a Daycare Center as Requested by Rev. Timothy Buelow for 2134 Grand Ave., in the City of Carthage, Jasper County, Missouri.

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

SECTION I: A special use permit for the operation of a Daycare Center hereby granted to the Rev. Timothy Buelow to be located on real estate legally described as: CAR MISC 5A S1/2 SW NW NW & S 12.5' N1/2 SW NW NW
Commonly known as 2134 Grand Ave., Carthage, MO

SECTION II: Said special use permit is granted in accordance with Chapter 25-251 (12) of the Code 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 _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Planning & Zoning Commission

SPECIAL USE PERMIT PETITION



You must provide all requested information on the application. Blanks may delay processing of your petition. (write 'n/a' if information is not applicable to proposal).

Date: 10/7/2019

Filing Fee: \$100.00

Type of Special Use: (be as specific as possible and cite Zoning Ordinance provision listing use as permitted special use)

DAYCARE

Note: The City's Zoning Ordinance and Comprehensive Plan may be viewed at the City Clerk's Office or the Public Works Department

Modification of previously issued Special Use Permit: Yes No

Property Address: 2134 GRAND AVE.

Location/Legal description:

Total site area: 2,034 sq. ft.

Zoning District(s) and land area within each: A, 5 ACRES

Present Land Use(s): CHURCH

Owner: FAITH LUTHERAN CHURCH

Address: 2134 GRAND AVE.

Tele: 417 358 5059

City: CARTHAGE

State: MO

Zip Code: 64386

Email Address: pastor@faithcarthage.org

Fax:

Petitioner: REV. TIMOTHY BUELOW

Relationship to Owner:

PASTOR / AGENT

(person to whom all correspondence will be sent)

Address: 1302 S MAIN ST.

Tele: 417-388-4374

City: CARTHAGE

State: MO

Zip Code: 64836

Email Address: pastorbuelow@gmail.com

Fax:

Proposal:

(Attach Special Use Permit Petition Statement of Justification)

Other information: ATTACHED
(additional relevant information about the site or proposal you wish to note or cite)

The undersigned property owner(s) hereby authorize the filing of this petition (and any subsequent revisions thereto), and authorize(s) on-site review by authorized staff.

Signature: Chak Kimmel Date: 10/13/19

Signature: Fred Waldbesser Date: 10/7/19

Signature: Fred Masic Date: 10/7/19

The undersigned petitioner hereby certifies that, to the best of his or her knowledge and belief, all information supplied with this application is true and accurate.

Signature: [Signature] Date: 10/7/19

Return form to: Public Works Department

Office Use Only: Date Received: _____ Hearing date: _____ Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No
Permit Required: <input type="checkbox"/> Yes <input type="checkbox"/> No Permit type: _____ <i>(if applicable)</i>

185' Property Ownership Map / 2134 Grand



Date created: 10/11/2019
Last Data Uploaded: 9/23/2019 9:08:37 PM

Developed by  Schneider
GEOSPATIAL

SPECIAL USE PERMIT PETITION

STATEMENT OF JUSTIFICATION

For each of the five criteria listed below, provide a statement that explains how any existing conditions, proposed development features, or other relevant facts would allow the Planning, Zoning and Historic Preservation Commission to reach a recommendation, and attach any additional documents or materials that provide supporting factual evidence. The considerations listed under each required criteria are simply suggestions. Applicant should address any additional considerations potentially raised by the proposed development.

Important: Applicant bears the burden of presenting sufficient factual evidence to support findings of fact that allow the Commission to reasonably reach a recommendation. If the applicant fails to meet that burden, the Commission has no choice but to recommend denying the petition.

1. The proposed development will not materially endanger the public health or safety.

Considerations:

- Traffic conditions in the vicinity, including the effect of additional traffic on streets and street intersections, and sight lines at street intersection and curb cuts.
- Provision of services and utilities, including sewer, water, electrical, garbage collection, and fire protection.
- Soil erosion and sedimentation.
- Protection of public, community, or private water supplies, including possible adverse effects on surface waters or groundwater

2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.

3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity.

Considerations:

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.
- Whether the proposed development is so necessary to the public health, safety, and general welfare of the community as a whole as to justify it regardless of its impact on the value of adjoining property.

4. The proposed development will be in harmony with the area in which it is located.

Considerations:

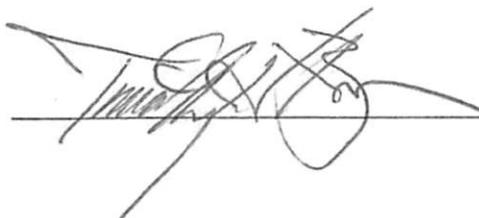
- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

5. The proposed development will be consistent with the City's Comprehensive Plan.

Considerations:

- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

Signature: _____



Date: _____

10/7/2019

Other Information Comments

We are requesting that our church facility be allowed to utilize existing classroom space to care for young children during weekdays. Hours of operation will be 6 AM to 6 PM Monday through Friday.

Statement of justification

1. The proposed development will not materially endanger the public health or safety.

- Considerations: The facility is already in place and has been in use for 52 years. A childcare facility in our existing building will have no adverse effects on public services, soil erosion or groundwater sources. We initially intend to have no more than 20 children at a time. That may increase traffic to our location on business days for drop off and pick up. However, Grand Avenue is a main road and this minor increase in activity should not have a negative impact on the local residences.

- Traffic conditions in the vicinity, including the effect of additional traffic on streets and street intersections, and sight lines at street intersection and curb cuts.
- Provision of services and utilities, including sewer, water, electrical, garbage collection, and fire protection.
- Soil erosion and sedimentation.
- Protection of public, community, or private water supplies, including possible adverse effects on surface waters or groundwater

2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.

- Considerations: Our director has met with the appropriate officials to obtain the necessary information for compliance of all regulations that pertain to our intended use. Initial inspections by the State Fire Marshall and the State Childcare Inspector have been completed. The facility is being upgraded to current usage standards for operating a childcare. Further inspections and approvals will be obtained from all relevant authorities, both state and local, before opening our childcare.

The area to the north of the church property is zoned residential. The area immediately south of the church facility is zoned business and occupied by U.S. Bank. The church property itself is zoned residential but operating under a special use variance for religious activity/education. In effect, the only difference will be increased usage of an underutilized facility for an extension of its original purpose.

3. The proposed development will not substantially injure the value of adjoining property or is a public necessity.

- Considerations: Having high quality, nearby childcare, the residential area will benefit. The only change to the exterior of our building will be a fenced-in outdoor play area. It will be on the south side of the church across the street from US Bank. This should not be of any consequence to property values. By enabling the church to thrive, the property will be enhanced and be able to afford good maintenance, maintaining property values for its neighbors. Furthermore, the shortage of childcare in Carthage represents a local need that we will help to fill.

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.
- Whether the proposed development is so necessary to the public health, safety, and general welfare of the community as a whole as to justify it regardless of its impact on the value of adjoining property.

4. The proposed development will be in harmony with the area in which it is located.

Considerations: At the time, the facility is already in place and is a harmonious part of the surrounding area, the majority of which post-dates the erection of our current building.

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

5. The proposed development will be consistent with the City's Comprehensive Plan.

Considerations: The addition of another childcare facility in the city of Carthage will enhance the school system's recruitment of teachers, and alleviate a current obstacle to business growth, while enhancing the quality of life for Carthage residents.

- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

NEW
BUSINESS

COUNCIL BILL NO. 19-47

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing for transportation improvements for the intersection of Missouri State Highway HH (West Fir Road) and the I-49 West Outer Road (Dr. Russell Smith Way), Commission's Project 7S3378.

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 with the Missouri Highway and Transportation Commission providing for transportation improvements for the intersection of Missouri State Highway HH (West Fir Road) and the I-49 West Outer Road (Dr. Russell Smith Way), Commission's Project 7S3378, 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 _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Works Committee

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified: 12/18 (MWH)

Route I-49 Jasper County
Project No. 7S3378
City of Carthage
2018-10-46332

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT

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

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 26, 2018, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity of the City of Carthage in the cost of the Commission's Project 7S3378.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

The intersection of Missouri State Highway HH (West Fir Road) and the I-49 West Outer Road (Dr. Russell Smith Way). This intersection is currently located approximately 725 feet west of the intersection of Interstate 49 southbound on and off-ramps; the proposed projects would tie the ramps into a roundabout intersection.

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

(3) 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 Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Southwest District 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.

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

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

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity 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 Entity.

(8) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity shall be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements. The Entity's plans and specifications are subject to the Commission's concurrence.

(B) The Entity shall acquire right-of-way as needed for the project in accordance with Commission requirements and concurrence.

(C) The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The project shall be constructed in accordance with and conform to Commission requirements. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall obtain concurrence in award from the Commission. The Entity shall submit all required bid concurrence documentation to the Commission at least two (2) weeks prior to the Commission Meeting in which the Entity seeks to request award. If the Entity fails to timely provide the documentation to the Commission, the Commission is under no obligation to continue with the project.

(D) The Entity shall be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements and is subject to the Commission's concurrence.

(E) The Commission will be responsible for preliminary engineering review, right of way review and construction engineering review.

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) ESTIMATED COSTS: The total project cost is estimated to be two million six hundred eighty-seven thousand six hundred eighty-two dollars (\$2,687,682). The total project cost will include preliminary engineering, right of way, utilities, construction and inspection. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity shall be responsible for fifty percent (50%) of the total project cost. The current estimate of the Entity's responsibilities is one million three hundred forty-three thousand eight hundred forty-one dollars (\$1,343,841). Of this amount, the Entity shall receive a credit for preliminary engineering, currently estimated at and not to exceed four hundred seventy-eight thousand four hundred fifty dollars (\$478,450), a credit for right of way acquisition and incidentals, currently estimated at and not to exceed one hundred six thousand one hundred dollars (\$106,100), and a credit for project construction engineering and inspection services, currently estimated at and not to exceed three hundred forty-one thousand nine hundred dollars (\$341,900). The Entity shall provide the Commission with documentation of these expenses to verify these costs. The Commission may request additional documentation of the Entity's expenses.

(C) The Commission will pay for fifty percent (50%) of the total project cost, currently estimated at and not to exceed one million three hundred forty-three thousand eight hundred forty-one dollars (\$1,343,841). Of this amount, the Commission shall provide one million three hundred thirty-three thousand eight hundred forty-one dollars (\$1,333,841) from the Commission's Cost Share program, available in State Fiscal Year 2020, and right of way review, preliminary engineering review, and construction engineering review services by its personnel estimated to total ten thousand dollars (\$10,000).

(D) The Entity shall be responsible for the balance of the project in excess of two million, six hundred eighty-seven thousand, six hundred eighty-two dollars (\$2,687,682).

(E) PROGRESS PAYMENTS: The Entity 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. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The Entity shall repay any progress payments which involve ineligible costs.

(10) RIGHT-OF-WAY ACQUISITION: With respect to the acquisition of right

of-way necessary for the completion of the project, the Entity shall acquire any additional necessary right-of-way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the Entity will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right-of-way required for the construction of the improvement contemplated herein. All right-of-way acquired by negotiation and purchase will be acquired in the name of the State of Missouri, and the Entity will pay to grantors thereof the agreed upon purchase prices. All right-of-way acquired through condemnation proceedings will be acquired in the name of the State of Missouri. The Entity shall pay into court all awards and final judgments in favor of any such condemnees. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(11) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(12) UTILITY RELOCATION:

(A) The Commission and the Entity shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the Entity is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the Entity will pay its obligated portion of the cost.

(B) The Entity shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(D) In cases of public utilities owned by the Entity which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the Entity will perform the necessary removal, adjustment, alterations and relocation. The Entity shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the Entity in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's Southwest District Engineer, and shall perform all work

and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the Entity at its cost and will not be included as a credit toward its share of financial responsibilities under this Agreement.

(F) The Entity agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's Southwest District Engineer or his authorized representative. Similarly, the Entity will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's Southwest District Engineer or his authorized representative. The Entity shall take whatever actions that are necessary to assure compliance with this Subsection.

(13) 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.

(14) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(15) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the

scope of any provision of this Agreement.

(18) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(19) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(20) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(21) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(22) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Travis Koestner
3025 E. Kearney St.
Springfield, MO 65803

Facsimile No.: 417-895-7610
Email: Travis.koestner@modot.mo.gov

Entity to: Mayor of the City of Carthage
Dan Rife

326 Grant Ave.
Carthage, MO 65836

Facsimile No.: 417-237-7000
Email: mayor.rife@carthagemo.gov

or to such other place as the parties may designate in accordance with this Agreement.

(23) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and 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 Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity 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 the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) 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.

(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.

[Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]

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

Executed by the Entity 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:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit "A"

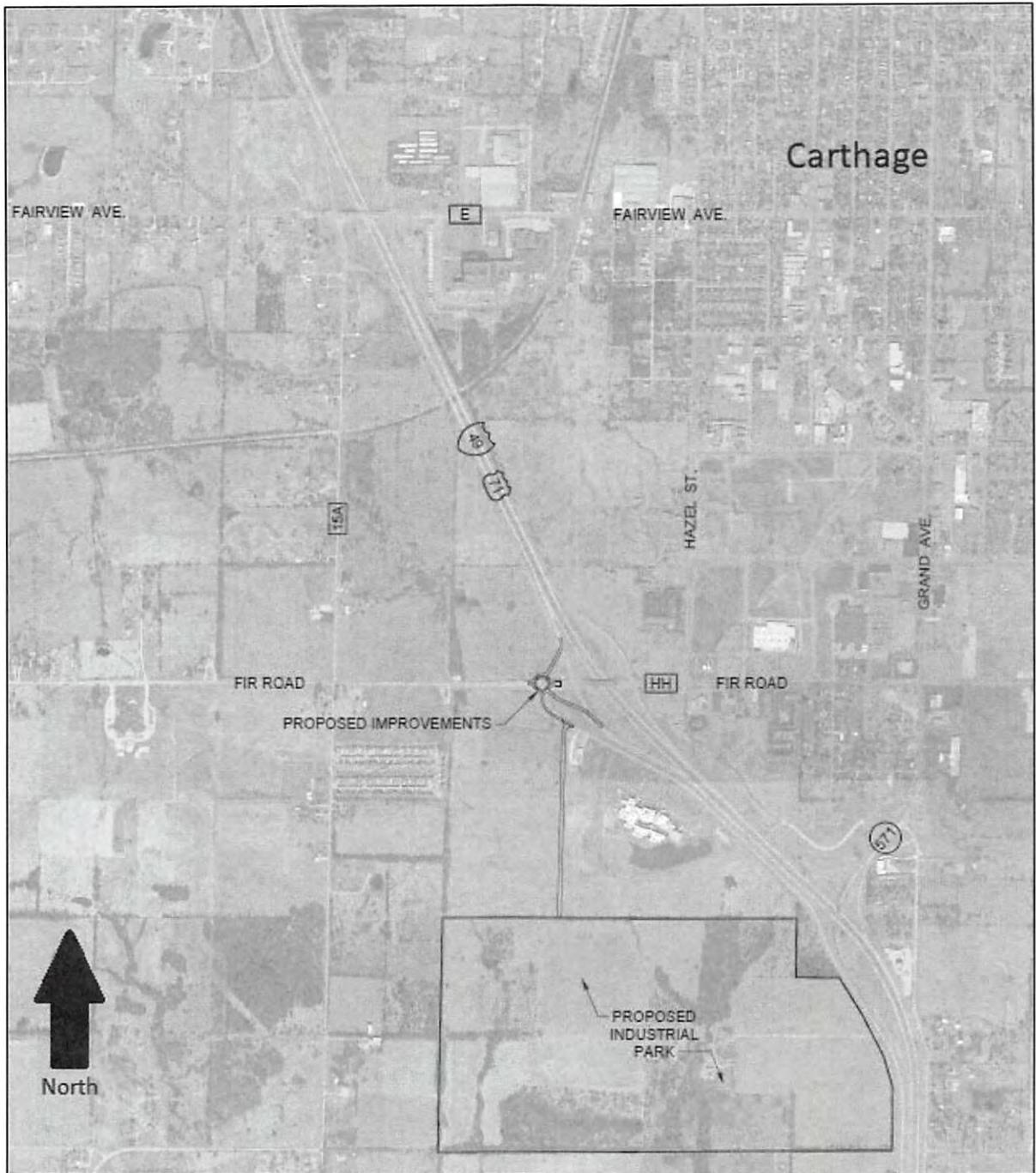


Exhibit "B"

Project Name: I-49 and Route HH Intersection and Roadway Improvements
MoDOT Project Number: 7S3378
Description: Improve intersection at I-49, Route HH and OR 49 (Dr. Russell Smith Way) and widen OR 49.
City/County/Entity: City of Carthage
Total Project Cost Estimate: \$ 2,687,682

	Current Estimate	Cost Share Eligible
Preliminary Engineering	\$ 478,450	\$ 478,450
Preliminary Engineering Review - MoDOT	\$ 5,000	\$ 5,000
Right of Way Acquisition	\$ 91,100	\$ 91,100
Right of Way Incidentals	\$ 15,000	\$ 15,000
Right of Way Review - MoDOT	\$ 1,000	\$ 1,000
Utilities	\$ 50,000	\$ 50,000
Construction	\$ 1,651,682	\$ 1,651,682
Construction Contingency	\$ 49,550	\$ 49,550
Construction Engineering	\$ 341,900	\$ 341,900
Construction Engineering Review - MoDOT	\$ 4,000	\$ 4,000
Total	\$ 2,687,682	\$ 2,687,682

Project Responsibilities:

Design	Carthage
Right of Way Acquisition	Carthage
Letting	Carthage
Inspection	Carthage

Financial Responsibilities:

MoDOT SW in-kind	\$10,000	0.37%
MoDOT Cost Share Program	\$1,333,841	49.63%
Total MoDOT Share	\$1,343,841	50.00%
City of Carthage	\$417,391	15.53%
City of Carthage PE Credit	\$478,450	17.80%
City of Carthage ROW and Incidentals Credit	\$106,100	3.95%
City of Carthage CE Credit	\$341,900	12.72%
Total Local Share	\$1,343,841	50.00%
Total:	\$2,687,682	100.00%

How are overruns and underruns handled?

City of Carthage will be responsible for all costs in excess of \$2,687,682. City of Carthage and MoDOT will share any cost savings based on the pro-rata share.

COUNCIL BILL NO. 19-48

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and McGrath Human Resources Group Inc. to review and upgrade the City's Compensation and Classification System, including job descriptions, and market analysis for full-time and part-time employees.

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

SECTION I: The Mayor of the City of Carthage, Missouri is hereby authorized to enter into an Agreement with McGrath Human Resources Group Inc. to review and upgrade the City's Compensation and Classification System, including job descriptions, and market analysis for full-time and part-time employees, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF DECEMBER 19, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Ways & Means Committee

**AGREEMENT BETWEEN THE CITY OF Carthage
AND MCGRATH HUMAN RESOURCES GROUP FOR A
COMPREHENSIVE COMPENSATION AND CLASSIFICATION STUDY**

THIS AGREEMENT made by and between McGrath Human Resources, hereinafter called the consultant, and the City of Carthage, Missouri, hereinafter called the City.

WHEREAS, the consultant submitted a proposal, dated November 2019, to the City to conduct a Compensation Plan study; and

WHEREAS, the City selected the consultant to perform this study.

NOW, THEREFORE, the parties (the City and the Consultant) do mutually agree to the following:

The City shall engage Consultant effective November 2019, to conduct the Compensation Plan Study, referred to as the Project, as described in the proposal submitted by the Consultant, which is incorporated herein by reference.

The Project shall be undertaken and completed in such sequence as to assure the expeditious completion and best carry out the purposes of this Agreement. The Project will begin in November 2019.

The Consultant, in its proposal, provided two pricing options. The City desires to have the Consultant provide the Initial Study and Option I, lists the price for the Initial Study at \$5,000, and Option I an additional \$9,876.

However, the City may choose to amend the contract after the Initial Study is complete to implement Option II instead of Option I. According to the incorporated project proposal, the pricing for Option II is \$5,000 for the Initial Study plus an additional \$19,289.

The City agrees to pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice for \$5,000 upon receipt of the signed contract; \$5,876 Option I/\$10,289 Option II upon submission of the draft report; and the balance of \$4,000 Option I/ \$9,000 Option II upon submission of the final report. The City shall remit payment within 30 days of receipt of said billing. In consideration of this agreement, the City agrees to:

- Assure reasonable access to the members of the organization, i.e., City Manager, Department Heads, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

1. **The City Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by consultant in the performance of consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, with the exception of the raw market data, shall be provided to the City by consultant upon request so long as the City is not in default under other terms of this agreement.
2. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.
3. **Termination and Suspension**
 - a. This Agreement will continue in full force and effect until completion of the Project as described in the proposal unless it is terminated for nonperformance as outlined below.
 - b. If either party fails to perform as required by this Agreement, the other party may give written notice of such failure to perform and the intent to terminate. If the party receiving such notice does not cure its failure to perform with 20 days of such notice, the party issuing such notice may then terminate the Agreement upon written notice of termination to the other party.
 - c. In the event of termination, the Consultant will be paid by the City for all services actually, timely, and faithfully rendered up to the receipt of the written notice of termination. The Consultant will provide all work documents developed up to the time of termination after the City renders final payment for service.

4. **Successors and Assigns**- The City and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of its interest in this Agreement without the written consent of the City shall be void.
5. **Compliance with Law** – The Consultant will comply with any and all applicable federal, state, and local laws (known to the Consultant) as the same exist and may be amended from time to time.
6. **Amendment of Agreement** – This Agreement shall not be altered, changed or amended except by mutual written agreement of the parties.
7. **Consequential Damages** - For purposes of this section, work performed is described as the preparation of studies and recommendations pertaining to the scope of services contained in this Agreement, as presented to the City for review and approval. Notwithstanding anything herein to the contrary, the Consultant shall be liable for consequential damages or for actions resulting from working as an agent of the City in evaluating the capability of the aforementioned corporation.
8. **Confidentiality** - Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the City.
9. **Whole Agreement** – This agreement constitutes the entire agreement between the City and the Consultant. Any modification must be in writing and approved by the City and the Consultant. The agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants, agreements, and understands have been merged into this written agreement.
10. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. Nothing herein shall be construed as incurring for the City any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the City if the City and the Consultant were standing in an employer/employee

relationship, and the Consultant hereby agrees to assume and pay all such liabilities.

11. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written prior approval of the City.

The parties have executed this Agreement, the day and year first above written.

Approved By:

By:

City of Carthage

Victoria McGrath, CEO
McGrath Human Resources Group

Date

Date

*MAYOR'S
APPOINTMENTS*

Mayor's Appointments

December 2019

Care Leave Committee 2 Year Term - 7 Members - Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Julie Tilley	237-7010	Public Works/623 E. 7 th	12/10/2013	Dec-21

Zoning Board of Adjustment 5 Year Term - 5 Members - Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Bonham Oney	358-7922	1431 Grand Ave	7/24/1990	Dec-24

RESOLUTIONS

RESOLUTION NO. 1888

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE APPROVING A RECOMMENDATION OF THE PUBLIC WORKS COMMITTEE GRANTING AN ADMINISTRATIVE LOT SPLIT FOR PROPERTY LOCATED IN THE PHELPS 9TH ADDITION; LOT 39.

WHEREAS, Article 11 Section 22 of the Code of Carthage provides for the approval of plats for subdivisions in the City of Carthage; and

WHEREAS, Section 22-21 provides for exemptions from the full provisions of the article with approval by the Mayor and City Council; and

WHEREAS, city staff reviewed the application and the proposed land split map for completeness and accuracy; and

WHEREAS, staff presented its recommendation to the Public Works Committee at its regularly scheduled meeting of December 3, 2019 for action and recommendation to the City Council; and

WHEREAS, on December 3, 2019 the Public Works Committee considered and discussed the staff recommendation and voted unanimously in favor of recommending said administrative lot split to the City Council.

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

That pursuant to Section 22-21 (d) of the Code of Carthage, the administrative lot split located in the Phelps 9th Addition; Lot 39, Carthage, Missouri as recommended by the City's Public Works Committee on December 10, 2019, is hereby approved as submitted (attached).

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

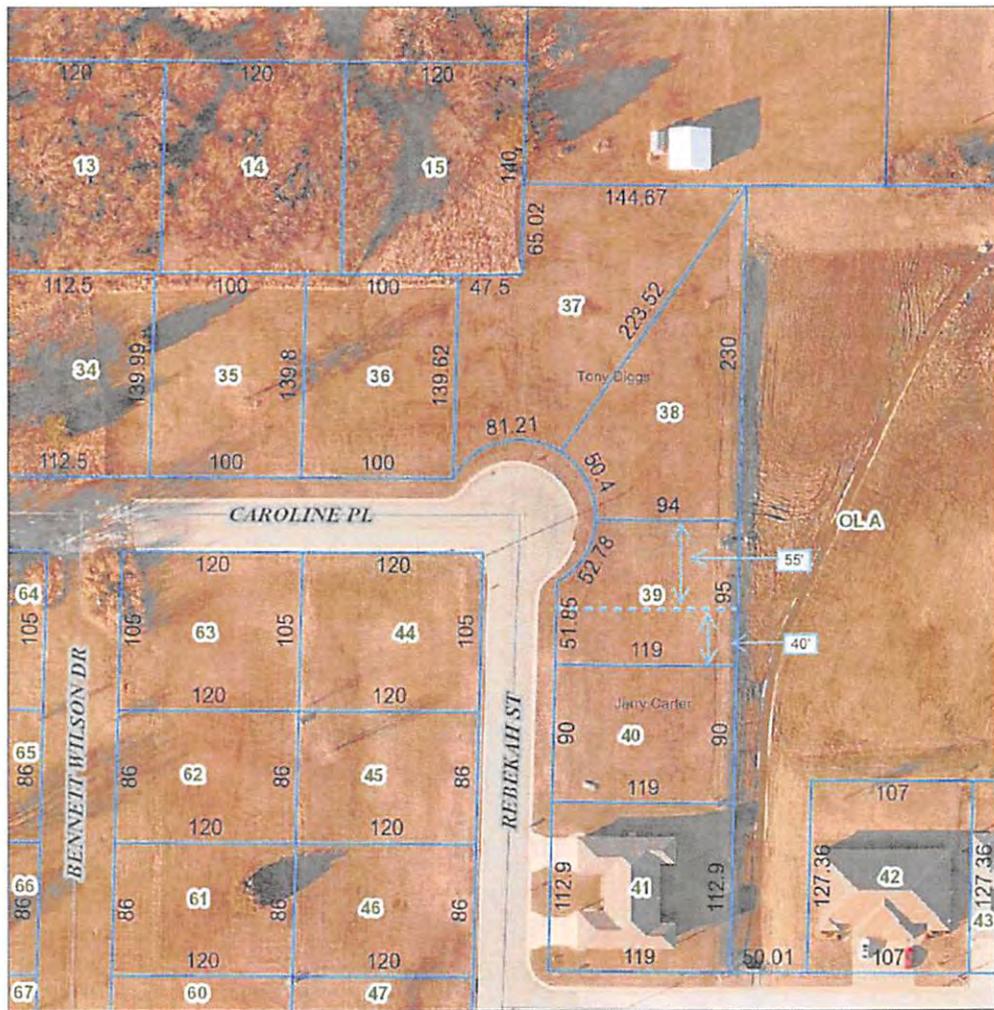
Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Works Committee

Lot Division / Phelp's 9th Lot 39



RESOLUTION NO. 1889

A RESOLUTION CALLING FOR A PUBLIC HEARING TO BE HELD ON THE 19TH DAY OF DECEMBER 2019 AT 6:30 P.M., IN THE COUNCIL CHAMBERS, AT CITY HALL IN CARTHAGE, MISSOURI, CONCERNING ANNEXATION OF PROPERTY GENERALLY KNOWN AS: THREE TRACTS OF LAND NORTHWEST OF THE INTERSECTION OF W. GEORGE E. PHELPS BLVD. & HAZEL AVE. CONTAINING 107.37 ACRES, MORE OR LESS.

TRACT 1

All of Lots numbered thirty-seven (37), thirty-eight (38), and the North 55 feet of Lot numbered thirty-nine (39) in Phelp's 9th Addition, being a part of the East half (E ½) of the Northwest quarter (NW ¼) of Section 15, Township 28 North, Range 31 West, and a Replat of Lots 19-52 and 65-68 of Fairview Second Addition to the City of Carthage, Jasper County, Missouri, according to the recorded plat thereof, as modified by plat ratification filed August 26, 2003 at 12:53:07 p.m. in Book 1811 at Page 1387.

TRACT 2

All of the South 40 Feet of Lot numbered thirty-nine (39), all of Lot numbered forty (40), and all of the North ten feet of Lot numbered forty-one (41) in Phelp's 9th Addition, being a part of the East half (E ½) of the Northwest Quarter (NW ¼) of Section 15, Township 28 North, Range 31 West, and a Replat of Lots 19-52 and 65-68 of Fairview Second Addition to the City of Carthage, Jasper County, Missouri, according to the recorded plat thereof, as modified by plat ratification filed August 26, 2003 at 12:53:07 p.m. in Book 1811 at Page 1387.

TRACT 3

All of Lot numbered forty-one (41) in Phelp's 9th Addition, except the North 10 feet thereof, being a part of the East half (E ½) of the Northwest quarter (NW ¼) of Section 15, Township 28 North, Range 31 West, and a Replat of Lots 19-52 and 65-68 of Fairview Second Addition to the City of Carthage, Jasper County, Missouri, according to the recorded plat thereof, as modified by plat ratification filed August 26, 2003 at 12:53:07 p.m. in Book 1811 at Page 1387.

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

SECTION I: That there has been presented on December 10, 2019, to the City Council of the City of Carthage, a verified petition signed by the owners of all fee interest of record and all tracts of real property located within the area described in the petition, which area is proposed to be annexed to the City of Carthage; a copy of which petition is attached hereto and incorporated herein as if set out in full.

SECTION II: That no part of said real property is now included in any incorporated

municipality.

SECTION III: That said real property is contiguous to the existing corporate limits of the City of Carthage, Missouri.

SECTION IV: That in accordance with section 71.012 Revised Statutes of Missouri, a public hearing shall be held concerning the matter, and this public hearing shall be held on the **19th day of December 2019** at 6:30 p.m., in the Council Chambers, at City Hall in Carthage, Missouri.

SECTION V: The City Clerk is authorized and directed to cause a notice of such hearing to be published in the Carthage Press at least seven (7) days prior to the date of hearing.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

MINUTES
STANDING
COMMITTEES

PUBLIC SERVICES COMMITTEE

November 19, 2019
City Hall
326 Grant Street

Public Services Committee Members Present; Juan Topete, Ed Barlow, and Mike Daugherty

Members Absent; James Harrison

Staff Present; Mark Peterson, Tom Short, and Lorie Neubert

Non-Members Present; Ceri Otero, Abi Almandinger, Chanti Beckham, and Darren Collier

At 5:30 P.M. Mr. Topete called the meeting to order.

Mr. Daugherty moved to approve minutes from the October 15, 2019 meeting. Motion carried.

NEW BUSINESS:

1. Consider and discuss Carthage Community Gardens at Griggs Park.

Mr. Peterson reports looking at different locations in the City parks for community gardens. Ms. Beckham points out where they want to put the gardens in the SE corner of Griggs Park. The designated space will be approximately 90 feet by 30 feet. It will consist of numbered 1-14 raised beds and 15-17 numbered higher raised beds for those with difficulties maintaining the lower beds. A shed will be placed on the West side of the Carthage Community Garden designated location for storage. Berry brambles on the South side of the park. These beds will be rented by citizens on a yearly basis. Hopefully, they will donate a percentage of the produce raised to food banks etc.... The plots can be revoked if not maintained properly by the renters. Mr. Daugherty inquired what the City's responsibility will be after the first year. Ms. Beckham states that the Parks and Recreation Department will take over the maintenance and operation in the Spring of 2021. The Carthage Community Garden committee will be passing out flyers to people who live around Griggs Park. They will be printed in English and Spanish. They hope to get started on construction in February or March. An agreement will be established within the Adopt a Park resolution #1663.

2. Consider and discuss surplus bids for dump truck and portable propane tank.

Mr. Peterson reports the bid for the propane tank was \$526.00 and was submitted by Gary Reed. The dump truck bid was for \$1233.00 and was submitted by Curtis Cottingham. **Mr. Daugherty made a motion to accept the bid for the propane tank for \$526.00 from Gary Reed and the bid for the dump truck by Curtis Cottingham for \$1233.00. Motion carried.**

3. Consider and discuss Park Department realignment.

Mr. Peterson reports on some changes that he would like to see made to Parks and Recreation Department staffing for more of a streamlined operation. Utilizing all groups within the Department and cross training all maintenance workers to be able to work in park maintenance, golf maintenance, Memorial Hall, and Civil War Museum. A full time employee in Parks has transferred to the Public Works Department and the full time custodian at Memorial Hall will be moved to occupy the position in the Parks. Eliminating 1 full-time position that will be left vacant.

Seasonal workers will be used to make up for that position.

Administration will become more focused in the marketing of the Parks and Recreation Department facilities and amenities. Administration will be working to establish the eventual addition of Parks specific software as an add-on to the existing City website. Mr. Peterson believes that there are many technological resources available to present Carthage Parks & Recreation facilities and amenities more clearly and user friendly. Technology resources and staff training will be need to evolve to establish a marketing program that benefits the department, citizens and park facility users.

Mr. Daugherty made a motion to accept the Parks Department realignment. Motion carried.

STAFF REPORTS

Parks and Recreation Director- Mark Peterson

Mr. Peterson reports bad weather in October had a major impact on golf rounds in October.

Fair Acres play equipment has been installed.

Mr. Peterson reports of shooting guns having taken place at Fair Acres. Shell casings and bullet holes have been found in and around the Girls Softball concession stand. There is a need to put up security cameras in the area and that can be addressed once we have a new IT person on staff.

Adult softball is ending their season out at Fair Acres with a tournament this weekend.

Central Park pool needs repairs and will be looking into what is needed for that to be done.

Freer Park is cleaned up nicely since the contractors have left.

Carter Park entrance is repaired.

Old restrooms in Carter Park will be removed soon.

The base for the new shelter at Municipal Park has been started.

All grants have been completed and submitted.

Mr. Peterson reports of being in contact with a baseball league that is considering coming to play in the Rock Stadium in the summer of 2021.

Mr. Daugherty moved for adjournment.

Meeting adjourned at 6:25 P.M.

City of Carthage



Public Safety Committee – Minutes

Meeting Date: November 25, 2019

Meeting Location: City Hall

Call to Order: Chairman Harrison

Time Called to Order: 5:30pm

Attendance:

Chairman Harrison, Councilman Collier, Councilman Snow, Councilman Newport, Tom Short, Chief Williams, Chief Dagnan

Citizen/Other: Morgan Housh

OLD BUSINESS

1. Councilman Newport made the motion to accept the minutes from the previous meeting as written. Motion passed.
2. Chief Dagnan updated the committee on the School Zones at Fairview School. There is currently a school zone ordinance at Fairview School. He is asking that it be changed to state "Additionally, on East Fairview Avenue. Two hundred seventy-five (275) feet West of Buena Vista Avenue, extending fourteen hundred (1400) feet to Grover Street." When Fairview hits the city limits there will also be a School Zone Ahead sign posted to slow traffic down from the 55mph speeds to 30mph until Alison Street then to 20mph from Alison Street until Grover Street through the School Zone. Councilman Snow made a motion to accept the recommendation for the school zone at Fairview School. Newport seconded the motion. Motion passed.
3. Councilman Newport made a motion to table City lots ordinance update for future discussion. Motion passed.
4. Chief Dagnan updated the committee about the parking on Budlong and Sophia. Chief Dagnan spoke with Tim Hill at the Street Department about the parking issues in this area. He agreed that there are issues. Chief Dagnan is recommending that Budlong be "No Parking" on the South side of the street. Councilman Collier made a motion to extend "No Parking" on Budlong from Sophia to Case. Snow seconded the motion. Motion passed.

CITIZEN PARTICIPATION

No citizen participation in this meeting.

Persons with disabilities who need special assistance – please contact the Fire Department at 417-237-7100, or the Police Department at 417-237-7200 at least 24 hours prior to the meeting.

NEW BUSINESS

1. Chief Williams presented the committee with the HVAC bid prices that were received from the November 12th Request for Bid and sent in sealed bid to the City Hall. The bid was for one unit at the Fire Department Station 1 and one unit at City Hall. The following 4 agencies submitted a bid:
 - a. Simpson Sheet Metal \$15,060.00
 - b. Midway \$ 17,690.00
 - c. Specialty Air \$29,012.16
 - d. Schnelle Sheet Metal \$18,930.00

Chief Williams suggested to the committee to accept the most effective bid from Simpson Sheet Metal. Councilman Collier made a motion to accept the bid from Simpson Sheet Metal in the amount of \$15,060.00. Councilman Snow seconded the motion. Motion passed.

2. Chief Williams presented the committee with the locker and cabinet bid prices that were received from the October 25th Request for Bid and sent in sealed bid to City Hall. The bid was for custom cabinet units and custom lockers in communications room and living quarters at Station 2. The following 3 agencies were sent bid packets. Only two bids were received.
 - a. MSW – no bid was returned
 - b. Kabinet Korner - \$14,000.00
 - c. Twin Oaks - \$19,630.00

Chief Williams suggested to the committee to accept the most effective bid from Kabinet Korner. He is confident that they will be able to do a good job and match what is currently there. Councilman Newport made a motion to accept the bid from Kabinet Korner in the amount of \$14,000.00. Councilman Snow seconded the motion. Motion passed.

3. Chief Williams presented the committee with the Firefighter Personal Protective Equipment bid prices that were received from the October 16th Request for Bid and sent in sealed bid to City Hall. The bid was for PPE that is purchased each year. The Fire Department purchases about 5 sets of PPE each year. The following 4 agencies were sent bid packets.
 - a. Fire Master Fire Apparatus Inc. - \$2,954.85 with a 5% per year 3 year provision
 - b. Conrad Fire Equipment, Inc. - \$3,106.63 with a 5% per year 3 year provision
 - c. MacQueen Fire - \$3,051.00
 - d. Feld Fire - \$2,447.00 with a 4% per year 3 year provision

The Fire Department has currently been purchasing their PPE from Fire Master. Chief Williams suggested to the committee to accept the most effective bid from Fire Master Fire Apparatus. Councilman Collier made a motion to accept the bid from Fire Master Fire Apparatus as submitted. Councilman Snow seconded the motion. Motion passed.

4. The Public Safety Meetings will be changed to December 18th next Month and then months following to the 4th Monday of each Month.

Persons with disabilities who need special assistance – please contact the Fire Department at 417-237-7100, or the Police Department at 417-237-7200 at least 24 hours prior to the meeting.

5. Staff Reports

a. Fire

- i. Chief Williams spoke with the committee about the breathing air system bids that were received from the October 24th request for bid. He is still reviewing the bids. All bids came in much higher than expected. Chief will continue to work on this bid. No motion was taken.
- ii. CFD has begun working with ISO
- iii. Station 2 is open 24 hours. Last month there were 62 calls ran out of that station and 144 calls out of station 1.
- iv. David Myers retires on December 20th.

b. Police

- i. The department has been doing some community work
- ii. They will be hiring a new employee very soon.

ADJOURNMENT

Councilman Snow made a motion to adjourn. Motion passed.

Next Meeting Date: December 18, 2019

Next Meeting Location: Carthage City Hall – Upstairs Conference Room

Persons with disabilities who need special assistance – please contact the Fire Department at 417-237-7100, or the Police Department at 417-237-7200 at least 24 hours prior to the meeting.

**COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, NOVEMBER 26, 2019
CITY HALL COUNCIL CHAMBERS**

COMMITTEE MEMBERS PRESENT: David Armstrong, Kirby Newport and Ed Barlow. Ceri Otero was absent.

OTHER COUNCIL MEMBERS: None.

OTHERS PRESENT: City Administrator Tom Short and City Clerk Traci Cox

Vice Chair David Armstrong called the meeting to order at 5:00 P.M.

OLD BUSINESS:

Approval of minutes from previous meeting: On a motion by Mr. Newport, the minutes of the November 12, 2019 meeting were approved 3-0.

Review and approval of the Claims Report: The Committee discussed items regarding the Claims Report. Payment for economic development services was discussed. The committee agreed to release the payment, but the committee will review the economic development report again next month prior to payment being made. Mr. Newport moved to approve the claims. Motion carried 3-0.

NEW BUSINESS:

- 1. Consider and Discuss changes to the Parks & Recreation Department job descriptions:** Mr. Short explained the creation of new job descriptions, Parks Superintendent and Maintenance Worker II. The Parks Superintendent position will be equivalent to the Street Superintendent position and will oversee all crews and report to the Parks & Recreation Director. The Maintenance Worker II position will be the lead employee for the crews and report to the Parks Superintendent. The Park Superintendent will be placed at Grade 7, Step 5 for the remainder of this fiscal year and moved to Grade 8, Step 1 in the next fiscal year. The Maintenance Worker II position will be placed at Grade 3, Step 1. Mr. Newport moved to send the job descriptions to council for approval. Motion carried.
- 2. Staff Reports:** Mr. Short reported interviews have been scheduled with three firms who submitted proposals for the compensation study.

City Clerk Traci Cox reported there will be a slight increase in the experience modification rate for workers compensation premium next year.

ADJOURNMENT: Mr. Newport made a motion to adjourn at 5:45 PM. Motion carried 3-0.

Traci Cox
City Clerk

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



12-03-19 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Mike Daugherty, Ceri Otero, David Armstrong, Ray West

Staff Members present: Tom Short, City Administrator, Zeb Carney, Director, and Julie Tilley, Public Works Dept.

Citizens: Abi Almandinger, Jackie Boyer, Mark Elliff, Darren Collier, Ed Barlow, Nate Dally and Mayor Dan Rife.

The Public Works Committee meeting was called to order at 5:30 p.m. by Chairman Mike Daugherty.

A motion was made by Dave Armstrong to accept the minutes from the November 5, 2019 Committee meeting. All ayes, motion passed.

Citizen Participation: Jackie Boyer addressed the Committee about deteriorating property, vacant and/or abandoned properties in Carthage, specifically 1175 S Main. She presented documentation regarding the property and its current state. She requested the Committee to take into consideration any action they could undertake either by ordinance or by Committee action to help in resolving some of the problems with properties around town in similar conditions. Abi Almandinger also addressed the Committee to discuss ordinances that other communities have in place to address nuisance and/or vacant properties. She also expressed a desire for collaboration with other Committees, such as Planning & Zoning, and Public Works Department to establish some parameters for handling nuisance properties.

Old Business: None.

New Business:

Consider and discuss ordinances regarding Planning & Zoning/Historic Preservation. Committee Chair Daughtery opened the discussion by requesting that the Committee prioritize the establishment of an overall scope on how to move forward in considering the P&Z and Historic Preservation. Mr. Armstrong made a request to Mayor Dan Rife to speak to the Committee in response to this Agenda item. Mayor Dan Rife asked the Committee to consider first what needed changed, if anything, and secondly if there is something to change then where should that change start. After much discussion, the consensus of the Committee was to table the issue and come prepared at the next Public Works meeting with some ideas on how to move forward.

Consider and discuss a lot split for Jerry Carter. The Committee discussed a request for an Administrative Lot Split for Lot 39 in Phelp's 9th Addition. Zeb presented the committee with a map designating the proposed lot split and the basis for the request. After a brief discussion, David Armstrong made a motion for approval of the request. All ayes, motion carried.

Consider and discuss a cost share application. Mr. Short updated the Committee with some of the back-story related to this agenda item. In 2018 there were plans for developing an Industrial Park south of Fir Road/HH off of Dr. Russell Smith Way. Simultaneously the city applied to MoDot for a cost share grant for the construction of a roundabout at the intersection of MO State Highway HH (West Fir Road) and I-49 West Outer Road (Dr. Russell Smith Way) and gained approval, however no action was taken by the potential developer and the overall project stalled. MoDot granted an extension to the city to use grant funds, this extension which will expire on December 12th, 2019. At present, there is a development project west of Hazel that will affect this area, so considering the traffic flow currently and with the new development pending, overall Mr. Short made a recommendation to the Committee to continue with the contract. The overall project has an estimated cost of 2.6 million. The city would be responsible for 1.3 million, which would come from Economic Development funds already in place. After much discussion, Ceri Otero made a motion to send to council for approval. On a voice vote, the motion passed (3-1) with the no vote cast by David Armstrong.

Staff Reports

Zeb reported on the following:

Meeting with Jackie Boyer and Abi Almandinger to discuss Memorial Hall Parking lot project later this week. Will be looking into the City of Sarcoxie Vacant Building Ordinance. ADM has started their silo project, Community Bank & Trust (325 W George E Phelps) has been issued a Certificate of Occupancy, setting up a meeting with Caleb Stiles to discuss changes at the old Game On building (400 S Maple). Shared with the committee about department employee's willingness and quick response in helping with the search for the missing child. Contractor licensing renewal for 2020 is underway. The asphalt paving project is complete and came in under budget. The striping on Fairview Street is scheduled for later this week, irrigation work is still pending for HE Williams and sod placement expected soon. Alumbaugh has changed his parking lot design, which affected final grading in the area. At 816 W Fairview (formerly 'Flippin Burgers') an oversight on design for the back of curb resulted in a change order of \$6400, also damages are still in effect for the Fairview Street project. Leaf Pick up is ongoing and crews are making good progress around the city. Our new Code Official II, Bill Smith, started earlier this week and is getting along great. Zeb followed up on the 'fed up citizen email,' the issues that our office covers has been acted upon, some of the issues were out of city limits. Striping on the Memorial Hall parking lot is planned for later this week.

Tom reported on the following:

Region M Grant cycle is open, the city has utilized a Region M grant for a part time recycling center attendant for several years. For this grant cycle, it's being considered to apply for funding for the part time position to become full time position. No action thus far on the crosswalk for Butterball, city staff followed up on property located at 1175 S Main and currently the property is not in violation. Met with Jackie Boyer and Abi Almandinger to discuss the parking lot at the south end of the sidewalk mall.

Ceri Otero made a motion to adjourn the meeting at 7:20 p.m. All ayes, motion carried.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

Draft Copy of Minutes Subject to Approval at the Next Meeting

Planning, Zoning, and Historic Preservation Commission
Meeting 05 December 2019

The Planning, Zoning, and Historic Preservation Commission consists of eleven members: Chairman Harry Rogers, Vice Chairman Abi Almandinger, Bill Barksdale, Jim Swatsenbarg, Levi Utter, and Mark Elliff. Non-Voting Members include Mayor Dan Rife, City Administrator Tom Short and Council Member Liaison Ed Barlow. Staff includes Public Works Director Zeb Carney. There is currently one vacancy on the board.

Commission Members Present: Harry Rogers, Abi Almandinger, Levi Utter, Jim Swatsenbarg, Zeb Carney, Mark Elliff, Ed Barlow, Tom Short, and Bill Barksdale.

Also, present Julie Tilley, Ron Peterson, Jeff Pankow, Ceri Otero, Kimberly Barker, and Jessica Adams.

A quorum was present.

Chairman Harry Rogers called the meeting to order at 5:30 p.m.

First order of business involved the minutes of the November 2019 meeting. Minutes were available for review in the packet prior to the meeting. Abi Almandinger mentioned that Ron Stiles had stated the roof pitch was going to be 6/12 and that information was not reflected in the minutes. A motion to approve the November minutes with the addition of the roof pitch was made by Abi Almandinger and Levi Utter gave the motion a second. Motion passed on a voice vote.

Second order of business was a Certificate of Appropriateness for a new sign at 204 East 4th Street. The existing sign would be replaced with an aluminum sign of the same size. A motion was made by Harry Rogers to approve the Certificate of appropriateness and give the requester the option of moving the sign to the lower mounting pole if it met with code requirements in regards to clearance from the sidewalk.

Third order of business was an annexation request for 3 parcels of land totaling 107 acres as requested by Nate Shillington for Schreiber Foods. Levi Utter made a motion to forward the request for annexation to the City Council for approval and it was given a second by Abi Almandinger & Jim Swatsenbarg. The motion passed on a voice vote.

Fourth order of business was a request to rezone the annexed property listed above. (NOTE: Anytime property is annexed into the city it automatically comes in as Zone "A" First Dwelling. The request was to amend the property zoning to Zone "F" Light Industrial. Jim Swatsenbarg made a motion to rezone the property from "A" First Dwelling to "F" Light Industrial. Abi Almandinger gave the motion a second. On a voice vote the motion passes.

The Annexation request and the rezoning will be forwarded to the City Council for approval.

Abi mentioned that the CLG paperwork has been sent and that training opportunities will be available in the future as webinars or a seminar and she offered to attend.

There were no further items on the agenda.

Mark Elliff made a motion to adjourn. Jim Swatsenbarg & Abi Almandinger seconded that motion. Motion passed and meeting adjourned.

Respectfully submitted,
Bill Barksdale

***AGENDAS
STANDING
COMMITTEES***

City of Carthage



NOTICE OF MEETING
Public Safety Committee – Agenda
Monday November 25, 2019
5:30 p.m.
Carthage City Hall – Upstairs Conference Room
326 Grant, Carthage MO 64836

TENTATIVE AGENDA

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.
2. Discuss Fairview School Zone update
3. Discuss parking on City Lots Ordinance Update
4. Discuss parking at Sophia and Budlong

CITIZEN PARTICIPATION

NEW BUSINESS.

1. Consider and discuss HVAC bids for City Hall and Fire Department
2. Consider and discuss locker and cabinet bids for Fire Department
3. Consider and discuss PPE bids for Fire Department
4. Staff reports
 - a. Fire Department
 - b. 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: _____

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE
DECEMBER 3, 2019
5:30 PM
CITY HALL
326 GRANT STREET
2ND FLOOR CONFERENCE ROOM

-- AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

Jackie Boyer would like to discuss Nuisance Properties in town.

NEW BUSINESS

1. Consider and discuss ordinances regarding planning and zoning/historic preservation.
2. Consider and discuss a lot split for Jerry Carter.
3. Consider and discuss a cost share application.

STAFF REPORTS - Zeb Carney & Tom Short

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: 11/27/2019

BY: Marcia Weng

--NOTICE OF MEETING--

BUDGET WAYS & MEANS COMMITTEE

MONDAY, DECEMBER 09, 2019

5:30 P.M.

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

--TENTATIVE AGENDA--

CITIZENS PARTICIPATION

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

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

NEW BUSINESS

1. Consider and discuss recommendation from Compensation Study Committee.
2. Staff Reports.
3. Other Business.

ADJOURNMENT

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

POSTED: _____

BY: _____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

December 10, 2019

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 implementation of a Wellness Point System Program.
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 _____

*AGENDAS
SPECIAL
COMMITTEES
AND BOARDS*

MEETING NOTICE

CARTHAGE TREE BOARD

DATE: TUESDAY, December 3, 2019

TIME: 4:00 PM

LOCATION: CARTHAGE PARKS DEPARTMENT
MUNICIPAL PARK
720 ROBERT ELLIS YOUNG DRIVE
CARTHAGE, MO 64836

TENTATIVE AGENDA

1. Project Updates
 - a. Tree City USA Application (Due December 31)
 - b. Considerations for developing a list of approved trees for City Tree Ordinance
2. Set next meeting date and adjourn

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: _____

McCune Brooks Regional Hospital Trust
Regular Meeting of the Board of Trustees
December 4, 2019
2:00 p.m.
Schmidt Associates Conference Room

Agenda

- | | |
|---|--------------|
| I. Call to Order | Ron Petersen |
| II. Approval of August 21, 2019 Meeting Minutes | Ron Petersen |
| III. Financial Statement Report & Review | Stan Schmidt |
| IV. Financial Committee report re: investments | Doug Crandal |
| V. Review and approval of Grant Applications | Ron Petersen |
| 1. Carthage Public Library application update | |
| 2. Carthage Parks & Recreation Application | |
| VI. Disproportionate Share CMS Appeal | Stan Schmidt |
| VII. Next meeting date | Ron Petersen |
| VIII. Adjournment | Ron Petersen |

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, December 10, 2019 5:15 p.m.

CARTHAGE PUBLIC LIBRARY BOARD ROOM
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Dina Sarratt, Beimdiek Insurance/Building insurance

Minutes of the Last Meeting

Financial Report

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Multipurpose Building update

Update on roof

Budget Committee

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

New Business

Payment of Bills

Adjournment

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
DECEMBER 10, 2019
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
 ♦ **Ozark Mailing-Eric Bartelsmeyer**
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 ♦ **Approve Re-Appointments to the Domestic Violence Board**
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 DECEMBER 6, 2019 AT 4:00 P.M.

(RSMO 610.020)

CORRESPONDENCE



The City of Carthage

America's Maple Leaf City

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

MEMO TO: Mayor and Council Members

FROM: Traci Cox, City Clerk

SUBJECT: General Municipal Election April 7, 2020

Following this memo, please find the 2020 Missouri Election Calendar designating dates for the General Election to be held April 7, 2020.

At present, those holding these positions are eligible at the next election for the following terms:

- 1st Ward Juan Topete (2 year term)
- 2nd Ward Ray West (2 year term)
- 3rd Ward Mike Daugherty (2 year term)
- 4th Ward Darren Collier (2 year term)
- 5th Ward Kirby Newport (2 year term)

Those persons wishing to be designated on the official ballot as a candidate should file their declaration of candidacy in person in the City Clerk's office, no sooner than Tuesday, December 17, 2019 beginning at 8:00 A.M. The last day to file is Tuesday, January 21, 2020 at 5:00 P.M. The office of the City Clerk will not be open on Saturdays and Sundays or those days designated a holiday by the City of Carthage.

The filing fee for each elective official shall be \$25.00 payable by cash or credit card (processing fee will apply) or a petition with 25 signatures from registered voters from the ward represented. All filing fees shall be paid to the City Clerk at the time of filing.

Traci Cox
City Clerk

2020 Missouri Election Calendar

2021 Election Calendar		2020 Election Calendar		2019 Election Calendar	
Official Election Day	Style of Election	Last Day to Register to Vote	First Day for Candidate Filing	Last Day for Candidate Filing	Final Certification Date
February 4, 2020	Bond elections may be held on the first Tuesday after the first Monday in February but no other issue shall be included on the ballot for such election.	January 8, 2020	October 15, 2019 [Jurisdictions in Kansas City begin filing October 22, 2019]	November 19, 2019	November 26, 2019
March 3, 2020 (see local charter)	Charter cities and charter counties ONLY	February 5, 2020	November 12, 2019 [Jurisdictions in Kansas City begin filing November 19, 2019]	December 17, 2019	December 24, 2019
March 10, 2020	Presidential Preference Primary	February 12, 2020	November 26, 2019	December 24, 2019	December 31, 2019
April 7, 2020	General Municipal Election Day	March 11, 2020	December 17, 2019 [Jurisdictions in Kansas City begin filing December 24, 2019]	January 21, 2020	January 28, 2020
August 4, 2020	Primary Election	July 8, 2020	February 25, 2020	March 31, 2020	May 26, 2020
November 3, 2020	General Election	October 7, 2020	July 14, 2020 [Jurisdictions in Kansas City begin filing July 21, 2020]	August 18, 2020*	August 25, 2020

*Opening and closing of filing for jurisdictions authorized to elect directors in November, such as 911 & Emergency Services directors.

[Bracketed dates apply to any jurisdiction partially or wholly located in Kansas City, Missouri.]

Statutory References (RSMo)

Official Election Day	§§ 115.121, 115.123
Style of Election	§§ 115.121, 115.123
Last Day to Register	§ 115.135.1
First Day to File	§§ 115.127.5, 115.329.1, 115.349.2, 115.761
Last Day to File	§§ 115.127.5, 115.329.1, 115.349.1
Final Certification Date	§§ 115.125, 115.387, 115.401, 116.240

Carthage Economic Development Activity Report November 2019

**The operations of the City's economic development programs are to serve the Carthage area and the general public through promotion of economic development, job creation, capital investment, and business expansion. This report will include, but not be limited to, information concerning the program's overall economic development strategies, staff assignments, prospect visits, program activities and results. Written monthly reports regarding economic development service activities will be presented to the City Council at the first Council meeting of each month. Information on prospects and active economic development clients will be exchanged with the City Council in such a way as to protect and preserve any professional confidentiality between these clients and persons representing the Chamber.*

Development of an Industrial Park:

- The Carthage Economic Development Corporation Board has scheduled a meeting for Thursday December 5, 2019. Discussion items will focus on continuing exploration for a potential industrial park site. Previously property considered was in the southwest part of Carthage and the northern part of Carthage, specifically property along I-49 and Civil War Road. That property is currently under contract from what we can determine. If a sale goes through, then it will be necessary for us to contact the new owners to determine what can be done with the property as a potential industrial park. A third tract of property that has been identified will be considered as well as other possible tracts in the southeastern parts of Carthage. Among the discussions, funding remains a major hurdle in the development of a park. Partnerships or large developers provide good opportunities to make an industrial park a reality. However, just having the land is not enough, workforce, housing, etc. all comes into play as this idea develops. This will also be a major part of the discussions.

Development of a business retention plan:

- A first draft has been started on a formal business retention and expansion plan. Additional research material has been obtained and is in the process of being reviewed. It is anticipated that a final draft will be completed and approved by the Chamber Board around the first of the year.

Marketing plan for Myers Park:

- A Mixed-Use Development plan is in the process of being developed as this appears to be the best option for that area. As development to the west of Myers Park progresses, a mix of niche retail, possible restaurant, apartments and some professional business services seems to compliment this area.

General updates:

- On November 4th, the Carthage Technical Center held their semi-annual Advisory Committee meetings. We participated in the Business Curriculum Committee which included several local business and industry partners. Input from these local businesses is important to determine what educational preparation graduating students should have to enter the workforce in a prepared fashion. This is an important part of developing the future local workforce.

- Meeting with Stephanie Howard, CWEP regarding projects they are working on.
- Correspondence with several representatives from CRESA on Project VACCA (now Schreiber Foods) and Schreiber representatives on the new Distribution Center. They have requested to begin the annexation process of the land west of Myers Park on Hazel. Approximately half of the property will be owned by Schreiber and the other half as well as the Distribution Center will be owned by the agency building the Center and leasing to Schreiber. Schreiber will be operating the facility.
- Meeting with City Administrator and Sid Douglas, Gilmore Bell regarding the final Performance Agreement for Leggett and Platt Branch One, Building Three expansion. This will go to the Council for final approval regarding the tax abatement on this project.

POINT SYSTEM

EARN 100 POINTS & RECEIVE \$50 IN INCENTIVE PAY THE 2ND WEEK OF JANUARY!

CITY OF CARTHAGE SEEKS TO CREATE A CULTURE OF HEALTH FOR ALL EMPLOYEES AND THEIR FAMILIES BY PROMOTING HEALTHY LIFESTYLES, EDUCATIONAL OPPORTUNITIES AND WELLNESS ACTIVITIES. CITY OF CARTHAGE RECOGNIZES THAT A CULTURE OF WELLBEING NOT ONLY BENEFITS EMPLOYEES AND THEIR FAMILIES, BUT THE ORGANIZATION AS A WHOLE.



ANNUAL

	Point Opportunity	Points per Occurrence	Max Allowed	Points Earned
1	Preventive visit – (required)	25	25	
2	Onsite blood/screening at health fair	25	25	
3	Dental visit	10	10	
4	Vision visit	10	10	
5	Nicotine Free	15	15	



QUARTERLY

	Point Opportunity	Points per Occurrence	Max Allowed	Points Earned
6	Exercise log	15	15	
7	Food diary	15	15	
8	Athletic event*	15	15	
9	Step or other City of Carthage challenges	15	30	



EXTRA

	Point Opportunity	Points per Occurrence	Max Allowed	Points Earned
10	Weight management program (6 mos)	15	15	
11	Blood donation	5	10	
12	Flu shot	5	5	
13	Health fair attendance	5	5	
14	Volunteer community event	5	10	

TOTAL POINTS



*Examples include Heart Walk, Diabetes Walk, Maple Leaf Walk, Walk for Life, Softball Tournament, 5k, etc.

Tracking methods are flexible and include data from apps. Optional forms are included in this packet. Contact a member of your wellness team with any questions



CITY OF **CARTHAGE**
MAPLE LEAF CITY *Missouri*

City of Carthage Wellness MORE THAN JUST THE HEALTH FAIR

In addition to the annual health fair, the wellness committee works to improve the health and well-being of the City of Carthage employees and families through education, training and activities.

City Goals

Get Active

walker tracker & other fitness challenges

Stay Healthy

select a Primary Care Physician and get your FREE preventive care exam

Emotional Well-Being

utilize our confidential Employee Assistance Program

Nicotine Cessation Program

helps employees reduce dependency on nicotine

Reduce Health Insurance Premiums

working together to stay healthy and reduce rates

Meet Your Wellness Team

Traci Cox – City Hall – (417)237-7000 – t.cox@carthagemo.gov

Samuel Hency – Public Works/Street Dept – (417) 793-2526 – kannoncaos@yahoo.com

Lorie Neubert – Parks Dept – (417) 237-7035 – l.neubert@carthagemo.gov

Michael Banas – Police Dept – (417)237-7200 ext 104 – m.banas@carthagemo.gov

Trevor Hole – Police Dept – (417)237-7200 t.hole@carthagemo.gov

Miranda Hale – City Hall – (417) 237-7000 – m.hale@carthagemo.gov

Michael Miller – City Hall – (417) 237-7000 – m.miller@carthagemo.gov

Eli Maples – Fire Dept – (417) 359-6667 – e.maples@carthagemo.gov



The committee meets the second Wednesday of the month and is open to any employees. Want to be a member? Please let us know.



TASTE THE RAINBOW

INCORPORATE MORE FRUITS AND VEGGIES INTO YOUR DIET OVER THE NEXT MONTH BY EATING A RAINBOW. INCLUDE ALL COLORS AND TRY NEW FOODS YOU HAVEN'T CONSUMED YET! THE GOAL IS TO GET 5+ SERVINGS PER DAY.

REDS
ORANGES & YELLOWS
GREENS
BLUES & PURPLES

WHAT IS A SERVING OF FRUIT/VEGGIES?

- 1 medium sized fruit
- ½ cup 100% fruit or veggie juice
- ½ cup fresh, frozen, canned fruit
- 1 cup raw leafy veggies
- ½ cup cooked, canned, frozen veggies
- ¼ cup dried fruit



contact a member of your
wellness team with any questions



CITY OF
CARTHAGE
MAPLE LEAF CITY *Missouri*

TASTE THE RAINBOW

BENEFITS & EXAMPLES

REDS

healthy heart, decreases blood pressure,
skin protection, helps cell renewal,
prevents cancer

beets, cherries, cranberries, guava,
grapefruit, radishes, raspberries,
red apples, red bell peppers, red
onions, red potatoes, rhubarb,
strawberries, tomatoes,
watermelon

GREENS

improves digestion, supports eyesight,
healthy bones, immune system, prevents
cancer

artichokes, asparagus, avocados, broccoli,
Brussel sprouts, celery, cucumbers,
endive, green apples, green beans, cabbage,
green onion, green peppers,
honeydew, kiwi, okra, peas, spinach,
zucchini

ORANGES & YELLOWS

healthy heart, lowers cholesterol,
healthy joints/tissues, supports eyesight,
prevents cancer

apricots, butternut squash, cantaloupe,
carrots, lemon, mangoes, oranges,
papayas, peaches, pineapple, pumpkin,
sweet corn, sweet potatoes, yellow
pears, summer squash

BLUES & PURPLES

healthy heart, healthy blood vessels,
helps memory, anti-aging, healthy urinary
system

black currants, blackberries, blueberries,
eggplant, figs, grapes, plums, prunes, purple
potatoes, purple asparagus, purple carrots,
raisins

contact a member of your
wellness team with any questions



CITY OF
CARTHAGE
MAPLE LEAF CITY *Missouri*

TASTE THE RAINBOW

NAME _____

TRACKER

REDS
ORANGES & YELLOWS
GREENS
BLUES & PURPLES

	Serving 1	Serving 2	Serving 3	Serving 4	Serving 5	Notes
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						

contact a member of your wellness team with any questions



CITY OF
CARTHAGE
MAPLE LEAF CITY *Missouri*

FOOD TRACKING SMART PHONE APPS

VISION:
TO CREATE A WORK ENVIRONMENT WHERE EMPLOYEES ARE EMPOWERED TO LEARN ABOUT AND **BETTER THEIR** NUTRITION, FITNESS, EMOTIONAL WELL-BEING, AND FINANCIAL HEALTH.



LIFESUM

- Specific diets.
- Quiz to see which diet will be best for you.
- Fresh, clean look.
- Tracks macros.
- Track fruit/veggie/fish individual intake.
- Recipe database.

OUR FAVORITE!



MYFITNESSPAL

- Log food by database or by barcode.
- Tracks macros.
- Track water.
- Track workouts.



MY PLATE

- Focus on weight loss.
- Barcode scanner.
- Take a picture of your food to track macros.

contact a member of your wellness team with any questions



CITY OF **CARTHAGE**
MAPLE LEAF CITY *Missouri*

CITY OF CARTHAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2019

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUES</u>					
110-GENERAL REVENUE	8,678,165.00	579,472.40	3,551,932.11	40.93	5,126,232.89
121-PUBLIC HEALTH	177,220.00	4,835.79	42,186.07	23.80	135,033.93
122-LANDFILL CLOSURE	186,798.00	10,642.74	10,951.30	5.86	175,846.70
123-LODGING TAX	105,050.00	12,346.59	54,253.05	51.64	50,796.95
124-CIVIC ENHANCEMENT	0.00	92.08	526.20	0.00 (526.20)
125-STORMWATER	10.00	12.93	73.57	735.70 (63.57)
126-PUBLIC SAFETY GRANT	16,201.00	0.00	17,325.00	106.94 (1,124.00)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,153,503.00	88,148.31	491,076.62	42.57	662,426.38
129-TIF & CID SPECIAL TAX	11,500.00	64.54	367.33	3.19	11,132.67
130-INMATE SECURITY FUND	4,100.00	248.56	1,333.39	32.52	2,766.61
131-FIRE PROTECTION TAX	576,786.00	45,396.07	252,088.84	43.71	324,697.16
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	540,025.00	12,361.44	195,589.32	36.22	344,435.68
161-CAPITAL IMPROVEMENTS	1,486,365.00	168,368.86	584,094.64	39.30	902,270.36
162-PARKS & RECREATION	178,650.00	246.74	4,826.66	2.70	173,823.34
163-MYERS PARK	1,500.00	622.25	3,565.89	237.73 (2,065.89)
164-JUDICIAL EDUCATION FU	2,000.00	45.32	355.72	17.79	1,644.28
175-Public Fac/Bond Fund	25,000.00	27,316.25	45,765.99	183.06 (20,765.99)
221-ECONOMIC DEVELOPMENT	131,886.00	9.16	52.14	0.04	131,833.86
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	6,916.54	94,366.78	0.00 (94,366.78)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	13,274,759.00	957,146.57	5,350,730.62	40.31	7,924,028.38
	=====	=====	=====	=====	=====

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2019

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>EXPENDITURES</u>					
110-GENERAL REVENUE	9,744,540.00	669,212.00	3,354,637.86	34.43	6,389,902.14
121-PUBLIC HEALTH	228,095.00	9,522.30	49,890.60	21.87	178,204.40
122-LANDFILL CLOSURE	830,577.00	0.00	0.00	0.00	830,577.00
123-LODGING TAX	103,500.00	8,500.00	45,864.83	44.31	57,635.17
124-CIVIC ENHANCEMENT	2,260.00	0.00	456.59	20.20	1,803.41
125-STORMWATER	0.00	0.00	0.00	0.00	0.00
126-PUBLIC SAFETY GRANT	16,201.00	0.00	15,325.00	94.59	876.00
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,361,416.00	125,518.28	234,215.11	17.20	1,127,200.89
129-TIF & CID SPECIAL TAX	0.00	0.00	0.00	0.00	0.00
130-INMATE SECURITY FUND	3,900.00	0.00	0.00	0.00	3,900.00
131-FIRE PROTECTION TAX	677,759.00	2,667.55	10,213.50	1.51	667,545.50
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	613,011.00	56,874.94	252,875.62	41.25	360,135.38
161-CAPITAL IMPROVEMENTS	2,558,225.00	60,478.75	180,707.31	7.06	2,377,517.69
162-PARKS & RECREATION	248,650.00	0.00	0.00	0.00	248,650.00
163-MYERS PARK	0.00	0.00	0.00	0.00	0.00
164-JUDICIAL EDUCATION FU	0.00	0.00	0.00	0.00	0.00
175-Public Fac/Bond Fund	3,543,309.00	0.00	0.00	0.00	3,543,309.00
221-ECONOMIC DEVELOPMENT	131,886.00	0.00	0.00	0.00	131,886.00
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	25,000.00	140,000.00	0.00	(140,000.00)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL EXPENDITURES	<u>20,063,329.00</u>	<u>957,773.82</u>	<u>4,284,186.42</u>	<u>21.35</u>	<u>15,779,142.58</u>
REVENUES OVER/(UNDER) EXPENDITURES	(6,788,570.00)	(627.25)	1,066,544.20		(7,855,114.20)

*** END OF REPORT ***

"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.