

**COUNCIL AGENDA  
CITY OF CARTHAGE, MISSOURI  
TUESDAY, JULY 9, 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
15. Old Business

1. **C.B. 19-30** – An Ordinance authorizing the Mayor to enter into a contract with the Bethesda Healthcare, Inc for health services. (Insurance, Audits & Claims)

16. New Business

1. **C.B. 19-31** – An Ordinance to amend Chapter 25 of the Code of Carthage to include medical marijuana related uses by adding language to permit medical marijuana facilities in certain districts. (Planning, Zoning, & Historic Preservation)
2. **C.B. 19-32** – An Ordinance to establish a procedure to disclose potential Conflicts of Interest and substantial interest for certain municipal officials. (Insurance, Audit & Claims)

3. **C.B. 19-33** – An Ordinance to amend Article III, Electricity, Division 1, Section 6-39 Meters, of the Carthage Code to include a new section (c) requiring external disconnects. (Public Works)
4. **C.B. 19-34** – An Ordinance authorizing the Mayor to enter into an agreement with Blevins Asphalt Construction Co., Inc. for the Annual Paving Contract for fiscal year 2019-2020 (\$58.55 per ton of asphalt to include tack oil).

#### 17. Mayor's Appointments

- Library Board
- Police & Fire Pension Committee
- Carthage Water & Electric Plant Board

#### 18. Resolutions

1. **Resolution 1874** – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. (Budget Ways and Means)

#### 19. Closing Comments

#### 20. Executive Session

#### 21. Adjournment

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

MINUTES OF THE MEETING OF THE CITY COUNCIL  
CITY OF CARTHAGE, MISSOURI  
June 25, 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 Captain Bill Hawkins led the flag salute.

The following Council Members answered roll call: Ceri Otero, Darren Collier, Alan Snow, Kirby Newport, Ed Barlow, Juan Topete, Ray West, David Armstrong and Mike Daugherty. Council Member James Harrison was absent. City Administrator Tom Short and City Attorney Nate Dally were present.

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

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the minutes of the June 11, 2019 Council Meeting. Motion carried unanimously.

No citizens were present during Citizen's Participation Period.

Mr. Snow reported the Budget, Ways and Means Committee is between meetings with the next meeting scheduled for July 8.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date in the Council Chambers and approved the claims. Salary adjustments for red-lined employees were discussed. Ms. Otero made a motion, seconded by Mr. Armstrong, to authorize additional funds of approximately \$9,745 of the General Fund Budget for an additional 2% adjustment to salaries of red-lined employees. Motion carried.

Mr. Collier reported the Public Safety Committee meeting scheduled for June 17 was cancelled due to lack of quorum. Mr. Collier moved to close Bel Aire on July 3 from 6:00 p.m. to 8:30 p.m. for the 18<sup>th</sup> Annual Bel Aire Bike Parade. Motion was seconded by Mr. Snow. Motion carried. Mr. Collier made a motion, seconded by Mr. Armstrong, to approve the Day of the Bible 4<sup>th</sup> of July Parade hosted by the Alpha Y Omega Covenant Church beginning at 10:00 a.m. following the same route as in previous years. Motion carried. Mr. Collier also reported on Resolution 1873.

Mr. Topete reported the Public Services Committee met June 18. Concrete for the new pavilion at Municipal Park was bid out with only one bid received. Mr. Topete made a motion, seconded by Mr. Daugherty, to approve the bid from Reed Concrete for \$4,830. Motion carried.

Mr. Daugherty reported the Public Works Committee is between meetings with the next meeting scheduled for July 2.

Special Committee and Board Liaison reports were given by Mr. Collier for the Carthage Water & Electric Board and Police & Fire Pension, Ms. Otero for the Jasper County Commissioners, Harry S Truman Coordinating Council and Humane Society, Mr. Barlow for Planning & Zoning, Mr. Armstrong for the Powers Museum, and Mr. Topete for the Tree Board and Kellogg Lake Board.

Mayor Dan Rife reported on finalizing the budget process.

During Reports of Council Members, Mr. Collier commended staff for their work on the new website.

City Attorney Nate Dally reported on his attendance at the Planning & Zoning meeting to answer questions on future medical marijuana ordinances. The new Show Me Courts system is close to being implemented. Mr. Dally also reported on the mediation he attended with City Administrator Tom Short. Progress is being made on the lawsuit against the railroad, and attorneys will work on legal challenges that were raised.

Fire Chief Roger Williams reminded everyone of fireworks ordinances that are in place for July 4<sup>th</sup> celebrations. He also reminded everyone to use common sense in high water situations.

Parks & Recreation Director Mark Peterson reported he will be discussing the Park Master Plan at the next Public Services meeting.

City Administrator Tom Short reported on the following: his attendance at mediation, MML Policy meeting, Vision Carthage meeting, meetings with the Mark Peterson to discuss the Park Master Plan, meetings with Zeb Carney to discuss capital projects, a future medical marijuana ordinance, discussions with the county to coordinate on the jail expansion project, and the updated webpage design is now online.

The Committee on Claims filed a report in the amount of \$706,659.98 against the following funds: General Revenue \$80,256.38, Public Health \$124,030.54, Parks Stormwater \$71,125.05, Golf \$623.01, Parks & Recreation \$53.43, Judicial Education \$234.18, Library \$25,000.00, Fire Protection \$19,111.26, Capital Improvements \$55,883.78, and Payroll \$330,342.35. Ms. Otero made a motion, seconded by Mr. Armstrong to accept the report and allow the claims. Motion carried.

Under old business, C.B. 19-23 – An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2019 – 2020 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-25.

C.B. 19-24 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Carthage Chamber of Commerce for services in the amount of \$118,075.00 was placed on second reading followed by a roll call vote of

9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-26.

C.B. 19-25 – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in the amount of \$102,000.00 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-27.

C.B. 19-26 – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Over 60 Center for services in the amount of \$21,000.00 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-28.

C.B. 19-27 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-29.

C.B. 19-28 – An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-30.

C.B. 19-29 – An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2019 to June 30, 2021 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-31.

Under new business, C.B. 19-30 – An Ordinance authorizing the Mayor to enter into a contract with the Bethesda Healthcare, Inc. for health services was placed on first reading with no action taken.

Mr. Collier made a motion, seconded by Mr. Armstrong, to approve Resolution 1873 – a Resolution providing for the formal acceptance of a donation from the Rural Fire District by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution passed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. Resolution passed.

During closing remarks, Mr. Daugherty requested donor information be included in the heading of Resolutions.

Mr. Daugherty made a motion, seconded by Mr. Collier, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:07 PM.

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Dan Rife, Mayor

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Traci Cox, City Clerk

***PRESENTATIONS/  
PROCLAMATIONS***

***PUBLIC  
HEARINGS***

***OLD  
BUSINESS***

**COUNCIL BILL NO. 19-30**

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

An Ordinance authorizing the Mayor to enter into a contract with the Bethesda Healthcare, Inc for health services.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into a contract with the Bethesda Healthcare, Inc for health services, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

**ATTEST:**

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

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made by and between Bethesda Healthcare Inc. ("Bethesda") an Ohio nonprofit corporation with principal offices at 4665 Cornell Road, Suite 350, Cincinnati, OH 45241 and City of Carthage ("Company") with principal offices at 326 Grant, Carthage, MO 64836.

WHEREAS, Bethesda provides a variety of corporate health services to employers and other organizations, including through the TriHealth EAP, the TriHealth Onsite Medical Services Program, Occupational Medicine, and the TriHealth Workplace Wellbeing and Fitness;

WHEREAS, Company desires to engage Bethesda to provide such corporate health services as are specified herein;

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

### ARTICLE I

#### SERVICES AND FEES

1.01 Services. Bethesda shall provide services to Company as specified in the TriHealth Workplace Wellbeing and Fitness Scope of Work attached hereto as Exhibit A (the "Services").

1.02 Fees. For the provision of the Services, Company shall pay Bethesda all Fees described Exhibit A. Bethesda shall send an invoice to Company on a monthly basis for such Fees. Company shall pay invoices within thirty (30) days after receipt. In the event Company questions or disputes any invoice or fees referenced in an invoice, Company must notify Bethesda within ten (10) days after receipt of the invoice. Failure to dispute an invoice or any amount referenced in an invoice within such ten (10)-day period shall result in the waiver of Company's right to dispute the invoice or any amount referenced in the invoice. Bethesda shall have the right to increase the Fees on an annual basis by no more than 4%.

1.03 Company Responsibilities.

(i) Company shall designate an associate to act as the liaison between the parties in the day-to-day activities with respect to the Services being provided by Bethesda ("Company Coordinator"). The Company may change the Company Coordinator at anytime upon written notice to Bethesda. The initial Company Coordinator is:

Traci Cox  
326 Grant  
Carthage, MO 64836  
P: 417-237-7000  
E: [t.cox@carthagemo.gov](mailto:t.cox@carthagemo.gov)

(ii) Company shall provide such space, equipment and supplies as Bethesda and the Company Coordinator mutually agree is reasonable to effectuate the provision of Services under this Agreement. Bethesda shall not be responsible for supplying space, equipment, or supplies except as is specifically set forth in an applicable Exhibit.

(iii) Company shall provide internal Company publicity and communications appropriate to support the provision of Services by Bethesda. Bethesda will provide recommendations as to such publicity and communications. Where Bethesda provides publicity and marketing materials, as specifically described in an applicable Exhibit, Company shall distribute such materials.

1.04 Qualified Personnel. Bethesda warrants that it is qualified to perform the Services described in this Agreement and that all of the Services to be provided under this Agreement shall be provided by duly qualified employed or independent contractor personnel, and if required by law, such personnel shall be licensed or certified by the appropriate governing body.

## ARTICLE II

### FORMS AND RECORDS

2.01 Company shall obtain all necessary authorizations, consents, or other permission from employees/participants as required by federal and State laws and regulations, in order to permit Bethesda to provide Services for Company hereunder. Company shall be solely responsible for compliance with any local, State or federal laws or requirements of licensing agencies as they may apply to Company.

2.02 Notwithstanding the foregoing, Bethesda reserves the right to require employees/ participants to complete any additional intake, consent and/or authorization forms as Bethesda determines necessary or appropriate prior to providing Services (including, but not limited to, any preventive screening services) to such employees/ participants. Bethesda may, in its discretion and without breaching the terms of this Agreement, decline to provide Services to any employee/participant who refuses to complete such forms.

2.03 All employee/participant files created in connection with the provision of the Services described on Exhibit A shall be and shall remain the property of Bethesda or its contracted provider/counselor Bethesda shall maintain the confidentiality and security of such records to the full extent required by applicable law. Upon the termination of this Agreement and subject to the conditions specified in the next sentence, Bethesda shall transfer to the successor service provider/company designated by Company a copy of employee/participant identifiable information maintained by Bethesda in connection with the Services. Any such transfer must: (i) be requested by Company in writing prior to the effective date of termination of this Agreement; (ii) occur in the timeframe mutually agreed upon by the parties and via the medium determined by Bethesda; (iii) be at the Company's sole cost; (iv) be authorized in writing by the employees/participants; and (v) otherwise be permissible under applicable law and Bethesda policy and procedure. Notwithstanding the foregoing, both parties will comply with all applicable federal and State laws and regulations concerning confidentiality and the release of private medical information. This provision shall survive termination or expiration of this Agreement.

### ARTICLE III

#### TERM AND TERMINATION

- 3.01 Term. The term of this Agreement shall commence on July 1, 2019 (the "Effective Date") and shall continue for a period of one (1) year thereafter (the "Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew for additional one (1)-year terms, unless terminated as provided herein.
- 3.02 Termination. After the expiration of the Initial Term, this Agreement may be terminated by either party at any time for any or no reason upon sixty (60) days' written notice to the other party. Either party may terminate this Agreement in the event that the other party shall default in the performance of any material duty or obligation imposed upon it by this Agreement, and such default shall continue for a period of thirty (30) days after written notice thereof has been given to such party by the party not in default.
- 3.03 Continuing Obligation. In the event this Agreement is terminated, each party shall be relieved from any further obligations to the other party under this Agreement except for those duties and obligations that expressly survive termination of this Agreement. Company agrees that its obligation to pay Bethesda for Services provided prior to and on the effective date of termination shall survive termination of this Agreement.

### ARTICLE IV

#### STANDARD TERMS AND CONDITIONS

- 4.01 Insurance. Each party, at its sole cost and expense, shall procure and maintain for the term of this Agreement such policies, to include programs of self insurance, of comprehensive general liability, workers' compensation coverage as required by law, and other insurance as shall be customary and commercially reasonable to maintain to insure such party against any claim or claims for damages arising as a result of injury to property or person. Upon reasonable request, each party shall submit to the other party a current certificate(s) of insurance prior to the commencement of this Agreement and upon reasonable request during the term of this Agreement.
- 4.02 Compliance with Law. The parties shall perform all obligations set forth in this Agreement in compliance with all applicable State, federal and local laws and regulations, including but not limited to, laws and regulations addressing confidentiality of health information. If there are changes in laws or regulations which affect this Agreement or if any portion of this Agreement is subject to laws or regulations from time to time adopted by any regulating agency, this Agreement shall be amended to conform to such laws, rules and regulations.
- 4.03 Compliance with Policy. Except as set forth below, Bethesda agrees to perform the Services in a manner consistent with Company's policies and/or procedures and protocols applicable to the provision of the Services pursuant to this Agreement (the "Policies"). Company shall provide Bethesda with a current and complete copy of the Policies prior to, or on the effective date of this Agreement and with updates throughout the term of this Agreement. Notwithstanding the foregoing, under no circumstances shall Bethesda perform the Services in a manner consistent with the Policies if doing so would be inconsistent with, or contrary to, (as Bethesda determines

in its sole discretion), Bethesda's policies and procedures and applicable laws, regulations and ethical standards, including but not limited to those promulgated by the State Medical Board of Ohio or the State of Ohio Board of Nursing.

- 4.04 Out-of-State Employees. Company agrees to notify Bethesda, in advance, of any Company employee/participant residing outside the State of Ohio if Company desires for Bethesda to provide any Services specific to such employee/participant. Company acknowledges and agrees that, due to health care provider certification/licensure requirements of states other than Ohio, Bethesda may be unable to provide Services for Company employees/participants that reside outside the State of Ohio. If Bethesda is unable to provide Services under the circumstances described in this Section 4.04 it shall timely notify Company and such inability shall not be deemed a breach of this Agreement by Bethesda.
- 4.05 Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or two (2) business days after it is mailed, certified, return receipt requested, postage prepaid to a party at its address listed on the first page of this Agreement. Either party may, from time to time, by written notice to the other party, designate a different address, which shall be substituted for the one specified above for such party.
- 4.06 Independent Contractors. Company and Bethesda are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. None of the benefits provided by Company to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance shall be provided by Company to any of Bethesda's employees.
- 4.07 Strike; Work Stoppage. The parties acknowledge and agree that notwithstanding anything to the contrary herein, Bethesda will not provide any Services pursuant to this Agreement during a strike, work stoppage, boycott or picket by Company employees.
- 4.08 Governing Law; Venue. This Agreement will be governed by the laws of the State of Ohio. The parties hereby consent to the exclusive jurisdiction of the courts of the state of Ohio in Hamilton County and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Agreement. This Section shall survive termination of this Agreement.
- 4.09 Participation Warranty. Company represents and warrants to Bethesda that: (i) Company is not excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (ii) Company has not arranged or contracted (by employment or otherwise) with an employee, contractor, and/or agent that Company or its affiliates knew or should have known are excluded from participation in any federal health care program; and (iii) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against Company or any of its affiliates or to their knowledge against any employee, contractor, and/or agent engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). Company during the term of this Agreement shall notify Bethesda of any Exclusions/Adverse Actions or any basis therefore immediately upon learning of any such Exclusions/Adverse Actions or any basis therefore. Bethesda shall have the right to terminate this Agreement immediately and without penalty upon the occurrence of an Exclusion/Adverse Action.

- 4.10 Access to Books and Records. The parties to this Agreement acknowledge that they may be obligated to comply with Section 1861(v)(1)(I) of the Social Security Act, as amended, and written regulations promulgated thereunder. Accordingly, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of any service rendered pursuant to this Agreement: (i) until the expiration of four (4) years after the furnishing of any Service pursuant to this Agreement, Company will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, or other data of the parties that are necessary to certify the nature and extent of cost incurred for such Service; and (ii) if either party carries out any of its duties under this Agreement through a sub-contract with a related organization involving a value or cost of \$10,000 or more over a twelve (12)-month period, such party will cause such sub-contract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Service pursuant to said sub-contract, the related organization will make available, upon written request, of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of said sub-contract and any books, documents, records, or other data of said related organization that are necessary to certify the nature and extent of such costs. This provision shall survive termination of this Agreement. If it should be determined by counsel for Bethesda or a competent administrative or judicial authority that Section 1861(v)(1)(I) of the Social Security Act, as amended, and the written regulations promulgated thereunder, do not apply to the Services rendered under this Agreement, then this Section shall be void.
- 4.11 Assignment;Subcontractors. Company shall not assign or transfer this Agreement without the prior written approval of Bethesda. Bethesda may assign this Agreement to an affiliate or successor entity at any time without consent of Company. Bethesda shall have the right to subcontract its rights and obligations under this Agreement without prior approval from, or notice to, Company; provided that any such subcontractor(s) shall be duly qualified and if required by law, licensed or certified by the appropriate governing body.
- 4.12 Non-Solicitation. Company agrees that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement (for any or no reason) will it call upon or solicit any employees of Bethesda for the purpose of employing, hiring or otherwise interfering with the employment relationships of such employees; nor will it directly or indirectly (through an agency or otherwise) for itself or on behalf of or in connection with any other person, firm, partnership, corporation, association or facility solicit, hire, employ, utilize the services of or take away any such employee from Bethesda. In the event of a breach of this Section by Company, Company agrees to pay to Bethesda liquidated damages in an amount equal to twenty-five percent (25%) of such employee's annual salary, as liquidated damages, plus reasonable attorneys' fees and expenses incurred by Bethesda in connection with the collection of this sum. Such liquidated damages are not intended as a penalty, but as a stipulated measure of damages resulting from Company's breach of this Section. The Company and Bethesda acknowledge and agree that the amount of damages caused by a breach of this Section are not ascertainable and the amount of liquidated damages provided in Section is a reasonable approximation of the damages Bethesda would incur if Company breaches this Section.
- 4.13 Intellectual Property. Any materials shared by Bethesda with Company, including, but not limited to, marketing information and presentations about Bethesda's services, programs and

program materials, business operations, software, software escrow, and systems processes used by Bethesda and/or its subcontractors to provide the Services herein and any Company feedback on the Services provided herein are the copyrighted, proprietary, and confidential property of Bethesda (collectively, the "Intellectual Property") and that as between Bethesda and Company, all right, title and interest in and to the Intellectual Property, including but not limited to all patent, copyright, trademark and trade secret rights, are owned by, belong to and remain with Bethesda and not Company. Company shall maintain the Intellectual Property in confidence and shall not permit any other person to, reproduce, distribute, sell, transfer, publish, disclose, rent, lease, sublicense, disassemble, decompile, reverse engineer, modify, translate, or create derivative works based on the Intellectual Property (and any copies thereof). Company shall use the Intellectual Property only for its own internal business use and only in compliance with this Agreement. Company shall be responsible for, and shall take appropriate steps to ensure compliance by, its employees and agents with respect to Company's obligations under this Agreement. Upon termination of this Agreement, Company shall, as directed by Bethesda, return or destroy the Intellectual Property.

- 4.14 Conditions and Limitations. Company agrees that it has retained Bethesda to provide only the services outlined in this Agreement. Company acknowledges that Bethesda has not and will not provide Company advice regarding any employment matters related to the Services, and that Company is solely responsible for any employment-related liability as it relates to the Services, including but not limited to, the substantive components of any wellness program, and any employment decisions made based on the information provided by Bethesda for the purposes of administering any wellness program and/or in providing the Services. Company agrees to indemnify Bethesda and hold Bethesda harmless from any legal proceedings arising from the Services, including but not limited to, the substantive components of any wellness program and any employment decisions made by Company based on the information provided by Bethesda for the purposes of administering any wellness program and/or in providing the Services. Further, Company shall be responsible for providing to employees/participants any notice which may be required by the Equal Employment Opportunity Commission's ("EEOC") final regulations regarding employer health related inquiries or medical examinations which are part of an employee health program. The EEOC has issued a model notice which may be found at: <https://www.eeoc.gov/laws/regulations/ada-wellness-notice.cfm>.
- 4.15 Third Parties. Nothing herein express or implied is intended to nor shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns any right or remedies under or by reason of this Agreement.
- 4.16 Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement can be modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Bethesda:

City of Carthage:

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

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

Name: Terri Hanlon-Bremer

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

Title: Vice President, Employer Solutions

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work: TriHealth Workplace Wellbeing and Fitness**

**Services and Fees.** For the provision of Workplace Wellbeing and Fitness services, as described below, Company shall pay to Bethesda as set forth below. Fees are subject to increase as set forth in Section 1.02 of this Agreement. Additional coverage hours for Wellness Coordination Duties are available at \$47.00 per hour.

#### **Individual Health Coaching:**

Our health coaching models align with an individual's "readiness to change" as identified through an initial questionnaire and assessment. Through motivational interviewing techniques, we help participants generate their own goals and action plans, allowing them to build self-confidence, access appropriate resources and achieve sustainable behavior change. Each participant will be assigned the same coach throughout their program. A summary outcomes report will be provided for programs with 20 or more participants.

#### **Quit & Stay Quit: Nicotine Cessation Coaching-**

##### **12 Session Model**

**\$295.00 per participant**

Individual coaching designed to help participants remain accountable to their identified goal of quitting their use of nicotine permanently.

***NEW  
BUSINESS***

**AN ORDINANCE TO AMEND CHAPTER 25 OF THE CODE OF CARTHAGE TO INCLUDE MEDICAL MARIJUANA RELATED USES BY ADDING LANGUAGE TO PERMIT MEDICAL MARIJUANA FACILITIES IN CERTAIN DISTRICTS.**

**WHEREAS**, the City of Carthage, Missouri (the "City") is a body corporate, home rule charter City, and political subdivision of the State of Missouri, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, the voters of the State of Missouri on November 6, 2018 approved an amendment to Article XVI of the State Constitution establishing a Right to Access Medical Marijuana in Missouri and allowing for the limited legal production, distribution, sale, and purchase of marijuana for medical use; and

**WHEREAS**, Chapter 25, the Zoning Code, of the Code of Ordinances of the City of Carthage, Missouri (the "City Code"), was adopted for the purpose of promoting the public health, safety, comfort, morals, convenience, and general welfare of the City; and

**WHEREAS**, the City desires to amend the existing City Zoning Regulations to clarify guidelines regarding medical marijuana in accordance with the purposes of the State Constitution by establishing reasonable regulations on Medical Marijuana related businesses.

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

**SECTION I: Article I. In General, Section 25-1, "Definitions,"** of the Code of the City of Carthage, Missouri is hereby amended by adding the following definitions as subparts, which subparts shall hereafter read as follows:

**“Medical Marijuana Cultivation Facility”** means a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or a Medical Marijuana infused Products Manufacturing Facility.

**“Medical Marijuana Dispensary Facility”** means a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana to a Qualifying Patient, a Primary caregiver, another licensed Dispensary Facility, a licensed Testing Facility, or a licensed Manufacturing Facility.

**“Medical Marijuana Infused Products Manufacturing Facility”** means a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana Infused Products Manufacturing Facility.

**“Medical Marijuana Testing Facility”** means a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

**“Qualifying Patient”** means a Missouri resident diagnosed with at least one qualifying medical Condition.

**“School”** means any building which is regularly used as a public, private or parochial elementary and/or secondary school or high school.

Other than as specifically set forth hereinabove, all other definitions and subparts of Section 25-1 of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

**SECTION II:** Article IV. District Regulations, Division 8, District E, “General Business District”, Section 25-602, “Permitted Uses” of the City Code is hereby amended by adding the following new subpart (11), which subpart shall hereafter read as follows:

(11) Medical Marijuana Dispensary Facility. All other subparts of Section 25-602 of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

**SECTION III:** Article IV. District Regulations, Division 8, District E, “General Business District”, Section 25 of the City Code is hereby further amended to add a new Section 25-604 “Standards for Medical Marijuana Dispensary Facility”, which subsection shall read as follows:

**25-604. Standard for Medical Marijuana Dispensaries**

No building shall be constructed, altered or used for a Medical Marijuana Dispensary without complying with the following regulations this subchapter.

(1) All Medical Marijuana Facilities under this chapter must be in compliance with all State regulations as set for by the Department of Health and Senior Services, failure to so, is a violation of City Code.

(2) No Medical Marijuana Dispensary shall be located within one thousand (1,000) feet of any then-existing elementary or secondary school, daycare, or church.

a. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church.

b. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility’s entrance or exit closest in proximity to the school, daycare, or church.

c. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.

(3) No marijuana related uses shall be operated or maintained within five hundred (500) feet of another marijuana related use except when marijuana sales represents less than 5% of the dollar volume of business in a state or federally licensed pharmacy.

(4) No marijuana related uses shall be operated or maintained within two hundred fifty (250) feet of any establishment licensed under the City Code to sell liquor by the drink.

(5) No marijuana may be smoked, ingested, or otherwise consumed on the premises of a Medical Marijuana Dispensary building.

(6) Medical Marijuana Dispensaries shall not be open to the public or make any sales between the hours of 10:00 p.m. and 7:00 a.m.

(7) Any Medical Marijuana Dispensary shall require any customer to display the customers permit card from the Department of Health and Senior Services or other proof of eligibility at the time of each purchase.

(8) No person under the age of eighteen years old shall be allowed into a Medical Marijuana Dispensary; except that a Qualifying Patient who is under the age of eighteen years but who has been emancipated by a court order and a Qualifying Patient, under the age of eighteen years when accompanied by the Qualifying Patient's parent or guardian.

(9) No person shall dispose of Marijuana or Marijuana-Infused products in an unsecured waste receptacle not in possession and control of the Licensee and designed to prohibit unauthorized access.

(10) No marijuana related use or facility shall emit an odor or in any way cause a public nuisance per Chapter 15 of the City Code. Appropriate ventilation systems to prevent any odor of marijuana or fumes from leaving the premises or other changes to the facilities can be required if a public nuisance violation occurs.

(11) The Medical Marijuana Dispensary license issued by the state of Missouri shall be prominently in a highly visible location, easily seen by patients on the dispensary's sales floor.

(12) No Marijuana Dispensary shall become non-compliant with the Regulations set forth by the Missouri department of Health and Senior Services.

**SECTION IV: Article IV. District Regulations, Division 10, District F, "Light Industrial District", Section 25-702, "Permitted Uses"** of the City Code is hereby amended by adding the following new subparts (22), (23) and (24), which subparts shall hereafter read as follows:

(22) Medical Marijuana Cultivation Facility. All other subparts of Section 25-702 of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

(23) Medical Marijuana Infused Products Manufacturing Facility. All other subparts of Section 25-702 of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

(24) Medical Marijuana Testing Facility. All other subparts of Section 25-702 of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

**SECTION V: Article IV. District Regulations, Division 10, District F, "Light Industrial District", Section 25** "District F, of the Code is hereby further amended to add a new Section 25-

704 “Standards for All Medical Marijuana Facilities”, which subsection shall read as follows:

**25-704. Standard for Medical Marijuana Facilities**

(1) No Medical Marijuana Facility as outlined in 25-702 (22) (23) (24) shall be located within one thousand (1,000) feet of any then-existing elementary or secondary school, daycare, or church.

a. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church.

b. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility’s entrance or exit closest in proximity to the school, daycare, or church.

c. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.

(2) All Medical Marijuana Facilities under this chapter must be in compliance with all State regulations as set for by the Department of Health and Senior Services, failure to so, is a violation of City Code.

**SECTION VI:** If any clause, section or other part of this section shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby, but shall remain in full force and effect.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

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

**ATTEST:**

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

**AN ORDINANCE TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, AS FOLLOWS:**

**Section I - Declaration of Policy.** The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

**Section II - Conflicts of Interest.** The Mayor or any member of the City Council who has a "substantial or private interest", as defined by state law in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

**Section III - Disclosure Reports.** Each elected official, the chief administrative officer, the chief purchasing officer, and the general counsel (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The chief administrative officer and the chief purchasing officer also shall disclose by May 1 for the previous calendar year, the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation

system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

**Section IV – Filing of Reports.** The reports, in the attached format, shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**Section V – When Filed.** The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

a. Each person appointed to office shall file the statement within 30 days of such appointment or employment;

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

**Section VI – Filing of Ordinance.** The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

**Section VII – Effective Date.** This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

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

ATTEST:

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

sponsored by: Insurance, Audit & Claims Committee

**COUNCIL BILL NO. 19-33**

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

An Ordinance to amend Article III, Electricity, Division 1, Section 6-39 Meters, of the Carthage Code to include a new section (c) requiring external disconnects.

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

**SECTION I:** Article III, Electricity, Division 1, Section 6-39 Meters, of the Carthage Code is hereby amended by adding a new subsection (c) to read as follows:

(c) All electrical service upgrades and all new construction installs must provide an external disconnect.

**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.**

**ATTEST:**

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

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

Sponsored by: Public Works Committee

**COUNCIL BILL NO. 19-34**

**ORDINANCE NO.**

An Ordinance authorizing the Mayor to enter into an agreement with Blevins Asphalt Construction Co., Inc. for the Annual Asphalt Paving Contract for fiscal year 2019-2020 (\$58.55 per ton of asphalt to include tack oil).

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an agreement with Blevins Asphalt for the Annual Asphalt Paving Contract for the year 2019-2020, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

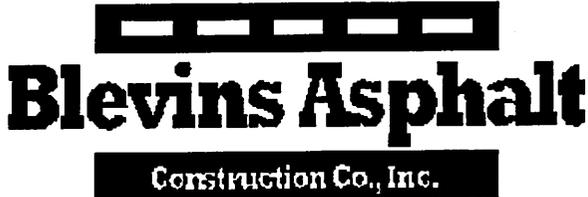
\_\_\_\_\_  
**Dan Rife, Mayor**

**ATTEST:**

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

Sponsored by: Public Works Committee

Since 1949



PO Box 230  
Mount Vernon, MO 65712  
Phone: 417-466-3758  
Fax: 417-466-7914

<b>To:</b> City Of Carthage	<b>Contact:</b> Tim Hill
<b>Address:</b> 326 Grant St. Carthage, MO 64836	<b>Phone:</b> 417-237-7020
	<b>Fax:</b> 417-237-7011
<b>Project Name:</b> City Of Carthage 2019--(June 19)	<b>Bid Number:</b>
<b>Project Location:</b> Various Streets, Carthage, MO	<b>Bid Date:</b> 6/17/2019

**\*\*Pricing Includes Tack Coat\*\***

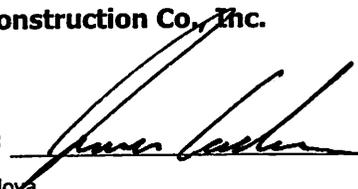
Line #	Item Description	Estimated Quantity	Unit	Unit Price
1	--Street Paving--	3,500.000	TON	\$58.55
2	--Tie-In Milling--	250.000	SY	\$19.35
3	--Edge Milling--	2,000.000	SY	\$3.55
4	--Full Street Milling--	5,000.000	SY	\$2.75

**Notes:**

- PRICES ENCLOSED WILL BE SUBJECT TO INCREASES. Price escalation clause for work performed after **JUNE 30, 2020**. Liquid Asphalt and Fuel for production of asphalt, are based on the current Asphalt Price Index. Prices will fluxuate per MoDot Index pricing list per month of work performed.
- ITEMS NOT INCLUDED: REMOVALS, SUBGRADE COMPACTION, PERMITS, TESTING, SURVEY, STRIPING, UTILITY ADJUSTMENTS, TRAFFIC CONTROL, BACKFILL, GRADING, SAWCUTTING, BONDS, AND SEEDING
- Any alteration of deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.
- Contract Conditions: All material is guaranteed to be as specified above. All work is to completed in a workman like manner according to standard practices.
- Public liability insurance will be taken out by Blevins Asphalt. Our workers are fully covered by workman's compensation.
- In the unlikely event of any discrepancies regarding quantities or extended prices, the unit prices will prevail.
- THIS PROPOSAL IS VOIDABLE IF NOT ACCEPTED WITHIN 10 DAYS
- PLEASE SIGN AND RETURN ONE (1) COPY OF THIS PROPOSAL TO INDICATE YOUR ACCEPTANCE. BE SURE YOU HAVE MARKED ALL OPTIONS AND INITIALED THE CONTRACT CONDITIONS AND OTHER PROVISIONS (IF APPLICABLE). NO WORK ORDERS WILL BE ISSUED UNTIL WE HAVE RECEIVED A SIGNED PROPOSAL.

**Payment Terms:**

All payments are due and payable upon completion of the work or completed portion of the work. No exceptions. An interest charge of 1 1/2% per month will be added to past due accounts unless other arrangements are authorized by Blevins Asphalt. In any event the buyer defaults and fails to make payment to Blevins Asphalt Construction Co., Inc., action will be taken against the buyer under the state laws and regulations of Missouri. Buyer agrees to pay all costs of such action, including attorney's and court fees and any other fees associated with said contract.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Blevins Asphalt Construction Co., Inc.</b></p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Jeran Cordova 417-466-3758 jcordova@blevinsasphalt.com</p>
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***MAYOR'S  
APPOINTMENTS***

# Mayor's Appointments

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July 2019

## Library Board

**3 Year Term – 9 Members – Meets 2<sup>nd</sup> Tuesday, 5pm, Public Library**

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Carrie Campbell	358-4492	531 E Highland	05/24/2016	July 22
Peggie Ralston	793-0041	1620 Alexandra Dr	09/25/2012	July 22
Kevin Johnson	359-9799	P. O. Box 642	05/28/2013	July 22

## Police & Fire Pension Committee

**2 Year Term – 6 Members – Meets on Call – UMB Bank**

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Kristi Montague	358-4432	2020 S Garrison, Suite B	07/25/2017	July 21
Bill Hawkins	358-2279	310 W Fourth St	07/14/2009	July 21
Jeff Steffen	237-7200	310 W Fourth St	07/14/2015	July 21

## Carthage Water & Electric Plant Board

**4 Year Term – 6 Members – Meets Third Thursday, 4:00, CW & EP**

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Pat Goff	358-8875	1163 S Grand Ave	05/12/2015	July 23
Neel Baucom	358-2105	308 W Chestnut	07/14/2015	July 23

# ***RESOLUTIONS***

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION PROVIDING AUTHORIZATION OF APPROPRIATION OF FUNDS FROM THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE, MISSOURI.**

**WHEREAS**, the City of Carthage has, by ordinance, adopted its Annual Operating and Capital budget for the fiscal year ending June 30, 2020; and

**WHEREAS**, the City periodically needs to adjust its Annual Operating and Capital budget for a variety of business related reasons; and

**WHEREAS**, the necessity of conducting City business in an efficient and timely manner sometimes does not lend itself to amending the budget by ordinance; and

**WHEREAS**, an ordinance amending the budget will be presented for Council consideration prior to the end of the fiscal year; and

**WHEREAS**, the Budget Ways & Means Committee has, or will consider all requested budget adjustments prior to Council consideration of an ordinance amending the budget.

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

That the City Council hereby authorizes a supplemental appropriation of funds from the City's Annual Operating and Capital budget for the fiscal year ending June 30, 2019 and 2020 as follows, and directs a budget adjustment ordinance be prepared and submitted to the Council for future action:

Because of timing issues including the 4<sup>th</sup> of July holiday, the early date of the Budget Committee meeting, staff days off, weather issues and the payment of bills for fiscal 2019 through the end of the month of July, we will not have the final numbers for the Resolution for this packet at this time. However, authorization, and a budget to continue projects that were not specifically carried over in the fiscal 2020 budget and not completed need budget authorization by the Budget Committee and the Council so they can be completed. The adjustment is for carry over projects that were not able to be completed by the end of the fiscal year (2019) and will be using fund balances as they were not previously spent. The Budget Committee will have the final number presented to it for a recommendation to the Council for action at the Council meeting.

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

**COMMITTEE ON INSURANCE/AUDIT AND CLAIMS  
TUESDAY, JUNE 25, 2019  
CITY HALL COUNCIL CHAMBERS**

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

**OTHER COUNCIL MEMBERS:**

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

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

**OLD BUSINESS:**

**Approval of minutes from previous meeting:** On a motion by Mr. Armstrong, the minutes of the June 11, 2019 meeting were approved 4-0.

**Review and approval of the Claims Report:** The Committee discussed items regarding the Claims Report before it was approved 4-0 on a motion by Mr. Newport.

**NEW BUSINESS:**

- 1. Consider and discuss salary adjustment for red-lined employees in FY 2020:** Currently, 4% of City positions are red-lined and would not be eligible for further pay increases. Last year, a proposed adjustment was adopted allowing applicable red-lined employees an increase of 2% in lieu of a base salary increase. It is requested that Council authorize an additional discretionary pool of approximately \$9,745 to salaries for red-lined employees. Mr. Armstrong felt the schedule should be adjusted by extending the steps set by the salary study. Mr. Newport stated it wouldn't require a new salary study to determine average wages for positions. Committee members felt this was a way to continue taking care of City employees. Mr. Barlow moved to authorize additional funds of approximately \$9,745 of the General Fund Budget for an additional 2% adjustment to salaries of red-lined employees. Motion carried 4-0
- 2. Staff Reports:** Ms. Cox reported that an additional \$200,000 of the Library Funds were transferred from the General Checking Account to MOSIP. The Wellness Committee continues to work toward establishing an overall wellness program for the employees to be in place by January 1, 2020.

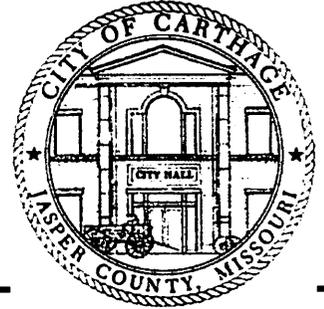
**ADJOURNMENT:** Mr. Newport made a motion to adjourn at 5:30 PM. Motion carried 4-0.

Traci Cox  
City Clerk

# PUBLIC WORKS COMMITTEE

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

*"America's Maple Leaf City"*



## 7-02-19 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Mike Daugherty, Ceri Otero, Ray West  
Staff Members present: Tom Short, City Administrator, Zeb Carney, Director, and Julie Tilley, Public Works Dept.

July 2, 2019 Public Works Committee meeting was called to order at 5:30 p.m. by Chairman Mike Daugherty.

A motion was made by Mike Daugherty to accept the minutes from the June 4th, 2019 committee meeting. All ayes, motion passed.

Citizen Participation: None

Old Business: None.

New Business:

Consider and discuss the asphalt bids on Annual Contract Paving. Two bids were received and opened at the bid opening held on June 17<sup>th</sup>. APAC-Central bid was for \$65.50 per ton. Blevins Asphalt Company bid was for \$58.55 per ton. Swift Construction (Emery Sapp & Sons) did not submit a bid. Blevins, in addition to being lowest bidder, does not have any mobilization fees added to their price whereas the other bidder did have mobilization fees. After brief discussion, Ceri Otero made a motion to accept the Asphalt Bid presented by Blevins Asphalt Company. All ayes, motion carried.

Consider and discuss additional requirements for the Electrical Codes. Zeb discussed the proposal to require that all electrical service upgrades and all new construction installs must provide an external disconnect. A brief discussion followed about surrounding utilities and municipalities that have this requirement already in place. Ryan Huntley with CFD and Ryan Wooldridge, Building Inspector have been in discussion about the addition of external disconnects, the financial cost to property owners and also the life safety factor associated with this update for both emergency personnel and property owners. After a general discussion concerning differences between interior and external disconnects, Ceri Otero made a motion to recommend to council to amend Carthage City Code Sec. 6-39 to include the requirement for external disconnects. All ayes, motion carried.

Consider and discuss CRA's request for city support for a MHDC project. Tom Short reported that due to a family emergency CRA requested to be re-scheduled for next committee meeting.

## Staff Reports

Zeb reported on the following:

Fairview Avenue Project. Project is behind schedule due to multiple problems. Zeb met on site with utility (gas and phone) personnel, Hunter Chase, Anderson Engineering and some of the business representatives in the area about the status of the project. A temporary 4-way stop and blinking light is in place to help with traffic. A traffic control device is scheduled to be installed between July 5<sup>th</sup> and July 8<sup>th</sup> at each end of the project to allow for one lane traffic. Zeb was notified earlier today that availability of traffic control device is pending due to a malfunction in the equipment. There's been two accidents reported in the area.

Street Dept. held interviews last week to fill two vacancies. Job offers were made to Randy Morris and Chase Callis, both accepted.

Marian Days prep is ongoing. Tents are starting to appear on the property.

Street Department is shopping for a new street sweeper. The Department recently acquired a Power Broom that connects to the skid steer and have already put it to use.

Tom reported on the following:

Jasper County is planning a remodel of the courthouse and has made a preliminary request to the city to use Council Chambers to hold family court proceedings during the project.

Tom reported about a meeting with the new TAC transportation planner Thomas Hughes at the TAC meeting on June 26<sup>th</sup>. The State has set up a \$50 million cost share in their budget for economic development. The application process, rules and regulations are still being set, but the potential for future use could be something beneficial to the city.

The Fast Act program adopted by the Federal Government several years ago has a rescission date in place that if allowed to come to term, will cause the loss of remaining funds with the BRO (Bridge Replacement Program). Counties are being encouraged to petition the legislature to protest the rescission date so that remaining funds could still be available.

Discussed an upcoming meeting with budget committee to discuss a budget adjustment resolution to allow several projects from Parks, Fire Department and Public Works to continue with money from previous budget year.

Ceri Otero gave a 'good job' to Public Works staff for quick response times and assistance over the past few months with projects she has been involved with.

Ray West made a motion to adjourn the meeting at 6:15 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 24 June 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, Jim Swatsenbarg, Zeb Carney, Mark Elliff, Levi Utter, Bill Barksdale and City Administrator Tom Short, Liaison Ed Barlow and City Attorney Nate Dally.

Also, present: Julie Tilley, Public Works, Clarissa Dawn Sanders and Caleb Stiles.

A quorum was present.

Chairman Harry Rogers called the meeting to order at 5:16 p.m.

A motion to approve the minutes as written was made by Jim Swatsenbarg and was seconded by Mark Elliff. On a voice vote, the motion passed.

First order of business involved the request of a Certificate of Appropriateness requested by Clarissa Dawn Sanders for addition of a Master Bedroom and storm shelter at her residence, 1113 Grand Avenue. Jim Swatsenbarg moved to approve the Certificate of Appropriateness, second by Levi Utter. On a voice vote the motion passed.

The second Agenda item regarding a rezoning request was withdrawn by the applicant, Jock Evans and was taken off as an action item.

Third Order of Business was a discussion regarding changing the day and time of the Planning and Zoning and Historic Preservation meetings. Harry Rogers moved to change the meeting dates to the First Monday of each month at 5:30 p.m. in Council Chambers beginning August 5, 2019. There was second by Levi Utter. On a voice vote the motion passed.

Fourth Order of Business was consideration and discussion of amendments to the Zoning Code to permit medical marijuana facilities in certain districts. A proposed ordinance to amend Chapter 25 of the Code of Carthage to include Medical Marijuana related uses by adding language to permit Medical Marijuana Facilities in certain districts was discussed. Several questions were asked of the City Attorney regarding setbacks that are set by State Statute. Harry Rogers moved to forward the proposed ordinance to the full Council. There was second by Jim Swatsenbarg. On a voice vote the motion passed.

There were no further items on the agenda.

Harry Rogers moved, and Bill Barksdale seconded to adjourn. Motion passed and meeting adjourned.

Respectfully submitted,  
Mark Elliff

***AGENDAS  
STANDING  
COMMITTEES***

**--NOTICE OF MEETING--**  
**PUBLIC WORKS COMMITTEE**  
**JULY 2, 2019**  
**5:30 PM**  
**CITY HALL**  
**326 GRANT STREET**  
**2<sup>ND</sup> FLOOR CONFERENCE ROOM**

**-- AGENDA--**

**OLD BUSINESS**

1. Consideration and approval of minutes from previous meeting

**CITIZENS PARTICIPATION**

None.

**NEW BUSINESS**

1. Consider and discuss the asphalt bids on Annual Contract Paving.
2. Consider and discuss additional requirements for the Electrical Codes.
3. Consider and discuss CRA's request for city support for a MHDC project.

**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: 6/28/2019**

**BY: Marcia Weng**

**--NOTICE OF MEETING--**  
**BUDGET WAYS & MEANS COMMITTEE**  
**MONDAY, JULY 08, 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 budget adjustment resolution Fiscal year 2020.
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

July 9, 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 Conflict of Interest C.B. 19-32.
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 JULY 2, 2019

TIME: 4:30PM

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

#### TENTATIVE AGENDA

1. Assemble the Carthage Tree Board Reference Material Binder using the information we

have so far, from this list:

- a. Board Contacts
- b. City Council Contacts
- c. Board Members Roles
- d. Past Meeting Agendas and Minutes
- e. Carthage Tree Ordinance
- f. T.R.I.M. Grant Application
- g. T.R.I.M. Grant Timeline
- h. Arbor Day Activities History
- i. Other Tree Board Information

2. Tree Board Mission Review

3. Brainstorm and prioritize activities for remainder of 2019

4. 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: \_\_\_\_\_



CARTHAGE  
PUBLIC LIBRARY

612 S. Garrison Avenue  
Carthage, Missouri 64836  
Ph 417.237.7040  
Fx 417.237.7041  
[carthage.lib.mo.us](http://carthage.lib.mo.us)

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES  
Tuesday, July 9, 2019 5:15 p.m.

CARTHAGE PUBLIC LIBRARY BOARD ROOM  
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes of the Last Meeting

Financial Report

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Budget Committee

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

New Business

Payment of Bills

Adjournment

# ***CORRESPONDENCE***

**Department Head - Fire District Board Report  
2018**

January			
Type of Incident	District	City	Total
Residential Structure Fire	5	2	7
Commercial Structure Fire	0	0	0
Vehicle Fire	0	0	0
Natural Cover Fire	1	0	1
Motor Vehicle Accident	3	7	10
Medical Call	23	76	99
Hazardous Materials	2	3	5
Automatic/Mutual Aid	2	0	2
Miscellaneous	10	21	31
<b>Total Month to Date:</b>	<b>46</b>	<b>109</b>	<b>155</b>
<b>Total Year to Date:</b>	<b>46</b>	<b>109</b>	<b>155</b>
<b>Previous Month to Date:</b>	<b>73</b>	<b>131</b>	<b>204</b>
<b>Previous Year to Date:</b>	<b>73</b>	<b>131</b>	<b>204</b>

February			
Type of Incident	District	City	Total
Residential Structure Fire	0	0	0
Commercial Structure Fire	0	0	0
Vehicle Fire	1	1	2
Natural Cover Fire	2	2	4
Motor Vehicle Accident	9	4	13
Medical Call	14	54	68
Hazardous Materials	0	1	1
Automatic/Mutual Aid	1	0	1
Miscellaneous	15	28	43
<b>Total Month to Date:</b>	<b>42</b>	<b>90</b>	<b>132</b>
<b>Total Year to Date:</b>	<b>88</b>	<b>199</b>	<b>287</b>
<b>Previous Month to Date:</b>	<b>115</b>	<b>221</b>	<b>336</b>
<b>Previous Year to Date:</b>	<b>188</b>	<b>352</b>	<b>540</b>

March			
Type of Incident	District	City	Total
Residential Structure Fire	1	4	5
Commercial Structure Fire	0	0	0
Vehicle Fire	1	0	1
Natural Cover Fire	7	3	10
Motor Vehicle Accident	6	5	11
Medical Call	17	81	98
Hazardous Materials	3	8	11
Automatic/Mutual Aid	0	0	0
Miscellaneous	24	33	57
<b>Total Month to Date:</b>	<b>59</b>	<b>134</b>	<b>193</b>
<b>Total Year to Date:</b>	<b>147</b>	<b>333</b>	<b>480</b>
<b>Previous Month to Date:</b>	<b>174</b>	<b>355</b>	<b>529</b>
<b>Previous Year to Date:</b>	<b>362</b>	<b>707</b>	<b>1069</b>

April			
Type of Incident	District	City	Total
Residential Structure Fire	2	3	5
Commercial Structure Fire	0	0	0
Vehicle Fire	3	0	3
Natural Cover Fire	12	5	17
Motor Vehicle Accident	10	7	17
Medical Call	17	71	88
Hazardous Materials	0	3	3
Automatic/Mutual Aid	2	0	2
Miscellaneous	10	18	28
<b>Total Month to Date:</b>	<b>56</b>	<b>107</b>	<b>163</b>
<b>Total Year to Date:</b>	<b>203</b>	<b>440</b>	<b>643</b>
<b>Previous Month to Date:</b>	<b>230</b>	<b>462</b>	<b>692</b>
<b>Previous Year to Date:</b>	<b>592</b>	<b>1169</b>	<b>1761</b>

May			
Type of Incident	District	City	Total
Residential Structure Fire	3	0	3
Commercial Structure Fire	0	0	0
Vehicle Fire	2	0	2
Natural Cover Fire	0	1	1
Motor Vehicle Accident	11	8	19
Medical Call	25	64	89
Hazardous Materials	0	3	3
Automatic/Mutual Aid	1	0	1
Miscellaneous	19	30	49
<b>Total Month to Date:</b>	<b>61</b>	<b>106</b>	<b>167</b>
<b>Total Year to Date:</b>	<b>264</b>	<b>546</b>	<b>810</b>
<b>Previous Month to Date:</b>	<b>291</b>	<b>568</b>	<b>859</b>
<b>Previous Year to Date:</b>	<b>883</b>	<b>1737</b>	<b>2620</b>

June			
Type of Incident	District	City	Total
Residential Structure Fire	1	0	1
Commercial Structure Fire	0	0	0
Vehicle Fire	2	2	4
Natural Cover Fire	3	1	4
Motor Vehicle Accident	10	5	15
Medical Call	26	65	91
Hazardous Materials	2	3	5
Automatic/Mutual Aid	4	0	4
Miscellaneous	11	36	47
<b>Total Month to Date:</b>	<b>59</b>	<b>112</b>	<b>171</b>
<b>Total Year to Date:</b>	<b>323</b>	<b>658</b>	<b>981</b>
<b>Previous Month to Date:</b>	<b>350</b>	<b>680</b>	<b>1030</b>
<b>Previous Year to Date:</b>	<b>1233</b>	<b>2417</b>	<b>3650</b>

**Department Head - Fire District Board Report  
2018**

July			
Type of Incident	District	City	Total
Residential Structure Fire			
Commercial Structure Fire			
Vehicle Fire			
Natural Cover Fire			
Motor Vehicle Accident			
Medical Call			
Hazardous Materials			
Automatic/Mutual Aid			
Miscellaneous			
<b>Total Month to Date:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Year to Date:</b>	<b>323</b>	<b>658</b>	<b>981</b>
<b>Previous Month to Date:</b>	<b>350</b>	<b>680</b>	<b>1030</b>
<b>Previous Year to Date:</b>	<b>1583</b>	<b>3097</b>	<b>4680</b>

August			
Type of Incident	District	City	Total
Residential Structure Fire			
Commercial Structure Fire			
Vehicle Fire			
Natural Cover Fire			
Motor Vehicle Accident			
Medical Call			
Hazardous Materials			
Automatic/Mutual Aid			
Miscellaneous			
<b>Total Month to Date:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Year to Date:</b>	<b>323</b>	<b>658</b>	<b>981</b>
<b>Previous Month to Date:</b>	<b>350</b>	<b>680</b>	<b>1030</b>
<b>Previous Year to Date:</b>	<b>1933</b>	<b>3777</b>	<b>5710</b>

September			
Type of Incident	District	City	Total
Residential Structure Fire			
Commercial Structure Fire			
Vehicle Fire			
Natural Cover Fire			
Motor Vehicle Accident			
Medical Call			
Hazardous Materials			
Automatic/Mutual Aid			
Miscellaneous			
<b>Total Month to Date:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Year to Date:</b>	<b>323</b>	<b>658</b>	<b>981</b>
<b>Previous Month to Date:</b>	<b>350</b>	<b>680</b>	<b>1030</b>
<b>Previous Year to Date:</b>	<b>2283</b>	<b>4457</b>	<b>6740</b>

October			
Type of Incident	District	City	Total
Residential Structure Fire			
Commercial Structure Fire			
Vehicle Fire			
Natural Cover Fire			
Motor Vehicle Accident			
Medical Call			
Hazardous Materials			
Automatic/Mutual Aid			
Miscellaneous			
<b>Total Month to Date:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Year to Date:</b>	<b>323</b>	<b>658</b>	<b>981</b>
<b>Previous Month to Date:</b>	<b>350</b>	<b>680</b>	<b>1030</b>
<b>Previous Year to Date:</b>	<b>2633</b>	<b>5137</b>	<b>7770</b>

November			
Type of Incident	District	City	Total
Residential Structure Fire			
Commercial Structure Fire			
Vehicle Fire			
Natural Cover Fire			
Motor Vehicle Accident			
Medical Call			
Hazardous Materials			
Automatic/Mutual Aid			
Miscellaneous			
<b>Total Month to Date:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Year to Date:</b>	<b>323</b>	<b>658</b>	<b>981</b>
<b>Previous Month to Date:</b>	<b>350</b>	<b>680</b>	<b>1030</b>
<b>Previous Year to Date:</b>	<b>2983</b>	<b>5817</b>	<b>8800</b>

December			
Type of Incident	District	City	Total
Residential Structure Fire			0
Commercial Structure Fire			0
Vehicle Fire			0
Natural Cover Fire			0
Motor Vehicle Accident			0
Medical Call			0
Hazardous Materials			0
Automatic/Mutual Aid			0
Miscellaneous			0
<b>Total Month to Date:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Year to Date:</b>	<b>323</b>	<b>658</b>	<b>981</b>
<b>Previous Month to Date:</b>	<b>350</b>	<b>680</b>	<b>1030</b>
<b>Previous Year to Date:</b>	<b>3333</b>	<b>6497</b>	<b>9830</b>

2018 Year Totals			
Type of Incident	District	City	Total
Residential Structure Fire	12	9	21
Commercial Structure Fire	0	0	0
Vehicle Fire	9	3	12
Natural Cover Fire	25	12	37
Motor Vehicle Accident	49	36	85
Medical Call	122	411	533
Hazardous Materials	7	21	28
Automatic/Mutual Aid	10	0	10
Miscellaneous	89	166	255
<b>Total:</b>	<b>323</b>	<b>658</b>	<b>981</b>

<u>CITATION</u>	<u>NAME</u>	<u>STATUS</u>	<u>STATUS DATE/TIME</u>	<u>FILED DATE</u>	<u>OFFENSE</u>	<u>PLEA</u>	<u>PLEA DATE</u>	<u>CONVICTION DATE</u>	<u>TOTAL DUE</u>
190186082	ADAMS, KALEB RAY	TR	9/12/2019 14:00	6/11/19	DRIVING WHILE REVOKED	NG	6/14/19		\$ 29.00
190186083	ADAMS, KALEB RAY	TR	9/12/2019 14:00	6/10/19	TRESPASS	NG	6/14/19		\$ 229.00
190186084	ADAMS, KALEB RAY	TR	9/12/2019 14:00	6/10/19	C & I DRIVING	NG	6/13/19		\$ 185.00
190186179	ADAMS, KALEB RAY	TR	9/12/2019 14:00	6/24/19	DRIVING WHILE REVOKED	NG	7/1/19		\$ 29.00
190186180	ADAMS, KALEB RAY	TR	9/12/2019 14:00	6/24/19	POSS INTOX BY A MINOR	NG	6/28/2019		29
190186181	ADAMS, KALEB RAY	TR	9/12/2019 14:00	6/24/19	POSSESSION DRUG PARAPHERNALIA	NG	6/28/2019		29
190186189	ADAMS, KALEB RAY	TR	9/12/2019 14:00	6/24/19	DRIVING WHILE REVOKED	NG	6/27/2019		29
190186407	ALVARADO, ANGELICA M	IA	7/11/2019 9:00	6/19/19	ASSAULT-4TH DEGREE				29
190186209	ALVARADO, JORGE	IA	7/25/2019 9:00	6/24/19	VICIOUS DOG				29
190186231	ALVARADO, JORGE	IA	7/25/2019 9:00	6/24/19	NO RABIES VACCINATION				189
190186247	ARTH, KRISTIN N	TR	9/12/2019 14:00	6/24/19	PETIT THEFT 1ST OFFENSE	NG	6/27/2019		279
190186242	BANKS, MICHAEL STEVEN	CL	6/28/2019 8:51	6/24/19	IMPROPER REGISTRATION	PG	6/25/2019	6/25/2019	
190186137	BANKS, RICHARD EUGENE	UF	7/11/2019 9:00	6/10/19	ASSAULT-4TH DEGREE	PG	6/13/2019	6/13/2019	250
190186210	BARRIOS, JONATHAN	SA	8/8/2019 9:00	6/24/19	POSSESSION DRUG PARAPHERNALIA	PG	6/27/2019	6/27/2019	29
190186379	BARRIOS, JONATHAN	IA	7/11/2019 9:00	6/12/19	DRIVING WHILE INTOXICATED				29
190186278	BARTON, HAILEY N	DP	6/27/2019 9:00	6/24/19	POSSESSION DRUG PARAPHERNALIA				
190186220	BOUDREAUX, FELICIA AMELIA	IA	7/25/2019 9:00	6/24/19	ASSAULT-4TH DEGREE				29
190186221	BOUDREAUX, FELICIA AMELIA	IA	7/25/2019 9:00	6/24/19	ASSAULT-4TH DEGREE				29
190186492	BRACHE MERCADO, JUAN CARLOS	IA	7/25/2019 9:00	6/26/19	DRIVING WHILE REVOKED				\$ 29.00
190176173	BRONSON, DAKOTA A	TR	9/12/2019 14:00	6/24/19	POSSESSION DRUG PARAPHERNALIA	NG	6/27/19		\$ 29.00
190186129	BROWN, KAYLA R	IA	7/11/2019 9:00	6/10/19	OBSTRUCT OFFICER				\$ 29.00
190186263	BUSICK, CHRISTOPHER MICHAEL	TR	9/12/2019 14:00	6/24/19	NO PROOF OF INSURANCE	NG	6/28/19		\$ 29.00
190186264	BUSICK, CHRISTOPHER MICHAEL	TR	9/12/2019 14:00	6/24/19	DRIVING WHILE REVOKED	NG	6/27/19		\$ 29.00
190186158	CARPINO, PRESTON CRAIG	DP	6/25/2019 9:00	6/24/19	NO PROOF OF INSURANCE				
190186273	CATRON, SKYLER ANTHONY	DP	6/27/2019 9:00	6/24/19	ASSAULT-4TH DEGREE				
190186251	CLARK, SANDRA MARIE	UF	7/25/2019 9:00	6/24/19	POSSESSION DRUG PARAPHERNALIA	PG	6/27/19	6/27/19	\$ 529.00
190186177	COCHRAN, JOSHUA BRANDT	DI	6/27/2019 9:00	6/24/19	NO PROOF OF INSURANCE				
190186139	CONTRERAS GUEVARA, DANILO D	WI	7/25/2019 14:00	6/10/19	NO PROOF OF INSURANCE				\$ 29.00
190186140	CONTRERAS GUEVARA, DANILO D	WI	7/25/2019 14:00	6/10/19	IMPROPER EQUIPMENT				\$ 134.00
190186459	COREAS PEREZ, CELIO	IA	7/25/2019 9:00	6/19/19	DRIVING WHILE SUSPENDED				\$ 29.00
190186332	CRISWELL, CARYL D	IA	7/11/2019 9:00	6/12/19	ASSAULT-4TH DEGREE				\$ 29.00
190186265	DALLAS, DAKOTA LEE	UF	7/25/2019 9:00	6/24/19	TRESPASS	PG	6/27/19	6/27/19	\$ 229.00
190186266	DALLAS, DAKOTA LEE	UF	7/25/2019 9:00	6/24/19	PETIT THEFT 3RD OFFENSE OR SUBSEC	PG	6/27/19	6/27/19	\$ 379.00

190186226	DE DIOS BARRIOS, JUAN	CL	6/27/2019 11:03	6/24/19	NO OPERATORS LICENSE	PG	6/27/19	6/27/19	
190186227	DE DIOS BARRIOS, JUAN	CL	6/27/2019 11:04	6/24/19	NO PROOF OF INSURANCE	PG	6/27/19	6/27/19	
190186130	DECKARD, CHELINE HAZEL	IA	7/11/2019 9:00	6/10/19	ASSAULT-4TH DEGREE				\$ 29.00
190186155	DIAZ-TIZNADO, ABRAHAN	IA	7/11/2019 9:00	6/10/19	SPEEDING 20 - 25 OVER	PG			\$ 225.00
190186456	DIAZ-TIZNADO, ABRAHAN	DI	6/13/2019 9:00	6/10/19	NO PROOF OF INSURANCE				
190186230	DIAZ VILLATORO, ANA	WI	6/27/2019 14:00	6/24/19	NO OPERATORS LICENSE				\$ 189.00
190186237	DOUGLAS, ALEESIA	UF	7/18/2019 9:00	6/24/19	IMPROPER REGISTRATION	PG	6/27/19	6/27/19	\$ 124.00
190186238	DOUGLAS, ALEESIA	UF	7/18/2019 9:00	6/24/19	SEATBELT	PG	6/28/19		\$ 10.00
190186239	DOUGLAS, ALEESIA	DI	6/27/2019 9:00	6/24/19	NO PROOF OF INSURANCE				
190186099	DUNN 2ND, MICHAEL BRYAN	IA	7/11/2019 9:00	6/10/19	ASSAULT-4TH DEGREE				\$ 29.00
190186241	DUNN 2ND, MICHAEL BRYAN	IA	7/25/2019 9:00	6/24/19	PETTIT THEFT 1ST OFFENSE				\$ 279.00
190186307	ENRIQUEZ CIFUENTES, LUIS G	IA	7/11/2019 9:00	6/12/19	DRIVING WHILE SUSPENDED	PG	6/28/19	6/27/19	\$ 29.00
190186211	ESCOBAR, KEVIN	SA	8/8/2019 9:00	6/24/19	POSSESSION DRUG PARAPHERNALIA	PG	6/28/19	6/27/19	\$ 29.00
190186268	FREEMAN, KAELAH DANIELLE	UF	7/25/2019 9:00	6/26/19	IMPROPER REGISTRATION	PG	6/27/19	6/27/19	\$ 124.00
190186269	FREEMAN, KAELAH DANIELLE	TR	9/12/2019 14:00	6/26/19	NO PROOF OF INSURANCE	NG	6/27/19		\$ 29.00
190186100	GALVEZ CASTRO, NERY O	IA	7/11/2019 9:00	6/10/19	ASSAULT-4TH DEGREE				\$ 29.00
190186126	GARCIA, GABRIEL ANDRES JOSEPH E	CL	6/12/2019 15:41	6/10/19	IMPROPER REGISTRATION	PG	6/12/19	6/12/19	\$ 159.00
190186117	GARCIA, WILLIAM ALEXANDER	UF	7/11/2019 9:00	6/10/19	SPEEDING 10 - 15 OVER	PG	6/13/19	6/13/19	\$ 279.00
190186110	GARZA, KYLIE JAI	AJ	6/11/2020 9:00	6/14/19	PETTIT THEFT 1ST OFFENSE				\$ 29.00
190186124	GOMEZ CHAVAJAY, FREDY E	DI	6/19/2019 14:00	6/10/19	NO PROOF OF INSURANCE	NG	6/13/19		\$ 189.00
190186103	GONZALEZ REYES, BLAKE	IA	7/11/2019 9:00	6/10/19	NO OPERATORS LICENSE				\$ 29.00
190186104	GONZALEZ REYES, BLAKE	IA	7/11/2019 9:00	6/10/19	NO PROOF OF INSURANCE				\$ 10.00
190186105	GONZALEZ REYES, BLAKE	IA	7/11/2019 9:00	6/10/19	SEATBELT				\$ 135.00
190186233	GOODMAN, MATTHEW P	IA	7/25/2019 9:00	6/24/19	DOG AT LARGE-2ND OFFENSE	PG	6/28/19		\$ 29.00
190186136	GROOM, AMANDA	CL	6/17/2019 8:58	6/10/19	IMPROPER REGISTRATION	PG	6/12/19	6/12/19	\$ 29.00
190186394	GUTIERREZ, MILTON I	IA	7/11/2019 9:00	6/12/19	DRIVING WHILE SUSPENDED				\$ 29.00
190186400	GUTIERREZ, MILTON I	IA	7/11/2019 9:00	6/12/19	DRIVING WHILE SUSPENDED				\$ 29.00
190186463	GUZMAN-CHAVEZ, ANA M	IA	7/25/2019 9:00	6/19/19	DRIVING WHILE SUSPENDED				\$ 179.00
190186131	HALL, BRENDA KATHLEEN	UF	7/18/2019 9:00	6/10/19	IMPROPER EQUIPMENT	PG	6/13/19	6/13/19	\$ 29.00
190186123	HALVERSON, JODEE A	TR	9/12/2019 14:00	6/11/19	POSS CONTROLLED SUBSTANCE	NG	6/13/19		\$ 124.00
190186159	HALVERSON, JODEE A	IA	7/25/2019 9:00	6/24/19	IMPROPER REGISTRATION				\$ 29.00
190186160	HALVERSON, JODEE A	IA	7/25/2019 9:00	6/24/19	NO PROOF OF INSURANCE				\$ 29.00
190186280	HANN, BRYAN CHARLES	CL	6/28/2019 8:53	6/24/19	IMPROPER REGISTRATION	PG	6/25/19	6/25/19	\$ 185.00
190186199	HILL, JEREMY	TR	9/12/2019 14:00	6/24/19	C & I DRIVING	NG	6/27/19		

190186200	HILL, JEREMY	CL	7/2/2019 8:48	6/24/19	DRIVING WHILE SUSPENDED	PG	6/27/19	6/27/19	
190186201	HILL, JEREMY	TR	9/12/2019 14:00	6/24/19	SMELLING GLUE	NG	6/27/19		\$ 29.00
190186091	HODSON, DUSTIN RAY	IA	7/11/2019 9:00	6/10/19	ASSAULT-4TH DEGREE				\$ 29.00
190186101	HODSON, DUSTIN RAY	IA	7/11/2019 9:00	6/10/19	ASSAULT-4TH DEGREE				\$ 29.00
190186272	HONEYCUTT, ADAM	TR	9/12/2019 14:00	6/24/19	ASSAULT-4TH DEGREE	NG	6/27/19		\$ 29.00
190186212	HUGHES, CHERYLYNN ANN	TR	9/12/2019 14:00	6/24/19	SPEEDING 26 PLUS OVER	NG	6/27/19		\$ 29.00
190186116	HUINAC RAMOS, RUFINA F	UF	7/11/2019 9:00	6/11/19	NO OPERATORS LICENSE	PG	6/13/19	6/13/19	\$ 189.00
190186149	HUTCHINSON, STEVEN ARTHUR	IA	7/11/2019 9:00	6/10/19	POSSESSION DRUG PARAPHERNALIA				\$ 29.00
190186150	HUTCHINSON, STEVEN ARTHUR	IA	7/11/2019 9:00	6/10/19	ASSAULT-4TH DEGREE				\$ 29.00
190186182	HUTCHINSON, STEVEN ARTHUR	IA	7/25/2019 9:00	6/24/19	PROPERTY DESTRUCTION				\$ 29.00
190186109	INGERSOLL, TRANA	UF	7/18/2019 9:00	6/11/19	PETIT THEFT 1ST OFFENSE	PG	6/13/19	6/13/19	\$ 279.00
190186152	JACKSON, CHARLES 5TH	IA	7/11/2019 9:00	6/10/19	DRIVING WHILE REVOKED				\$ 29.00
190186153	JACKSON, CHARLES 5TH	IA	7/11/2019 9:00	6/10/19	POSS CONTROLLED SUBSTANCE				\$ 29.00
190186154	JACKSON, CHARLES 5TH	IA	7/11/2019 9:00	6/10/19	POSSESSION DRUG PARAPHERNALIA				\$ 29.00
190186120	KERSEY, CRAIG L	TR	9/12/2019 9:00	6/10/19	IMPROPER REGISTRATION	NG	6/13/19		\$ 124.00
190186121	KERSEY, CRAIG L	TR	9/12/2019 14:00	6/10/19	IMPROPER EQUIPMENT	NG	6/14/19		\$ 134.00
190186122	KERSEY, CRAIG L	TR	9/12/2019 14:00	6/10/19	NO PROOF OF INSURANCE	NG	6/14/19		\$ 29.00
190186321	KETCHUM, MATTHEW RYAN	IA	7/11/2019 9:00	6/12/19	OBSTRUCT OFFICER				\$ 29.00
190186093	KEY, DENNIS RAY JR	TR	9/12/2019 14:00	6/10/19	ASSAULT-4TH DEGREE	NG	6/13/19		\$ 29.00
190186255	LAWRENCE, MICHAEL A	IA	7/25/2019 9:00	6/26/19	POSS CONTROLLED SUBSTANCE				\$ 29.00
190186256	LAWRENCE, MICHAEL A	IA	7/25/2019 9:00	6/24/19	POSSESSION DRUG PARAPHERNALIA				\$ 29.00
190186257	LAWRENCE, MICHAEL A	IA	7/25/2019 9:00	6/24/19	NO OPERATORS LICENSE				\$ 189.00
190186258	LAWRENCE, MICHAEL A	IA	7/25/2019 9:00	6/24/19	NO PROOF OF INSURANCE				\$ 29.00
190186259	LAWRENCE, MICHAEL A	IA	7/25/2019 9:00	6/24/19	FAIL YIELD TO EMERGENCY VEHICLE				\$ 29.00
190186260	LAWRENCE, MICHAEL A	IA	7/25/2019 9:00	6/26/19	IMPROPER REGISTRATION				\$ 124.00
190186261	LAWRENCE, MICHAEL A	IA	7/25/2019 9:00	6/24/19	IMPROPER EQUIPMENT				\$ 134.00
190186190	LEWIS, CURTIS GARREN	UF	7/25/2019 9:00	6/24/19	DOG AT LARGE	PG	6/27/19	6/27/19	\$ 85.00
190186191	LEWIS, CURTIS GARREN	UF	7/25/2019 9:00	6/24/19	PIT BULL PROHIBITED	PG	6/27/19	6/27/19	\$ 85.00
190186202	LOGAN, TREVOR	CL	6/27/2019 9:36	6/24/19	IMPROPER REGISTRATION	PG	6/27/19	6/27/19	
190186240	LOPEZ-RAMOS, KELVIN DIONISIO	UF	7/25/2019 9:00	6/24/19	NO OPERATORS LICENSE	PG	6/27/19	6/27/19	\$ 189.00
190186192	LOPEZ DE ROJAS, LUZ	CL	6/27/2019 11:01	6/24/19	NO OPERATORS LICENSE	PG	6/27/19	6/27/19	
190186281	LOPEZ RIVAS, CARLOS	IA	7/11/2019 9:00	6/24/19	FOLLOW TOO CLOSE				\$ 134.00
190186198	LOPEZ, SHARON	UF	7/11/2019 9:00	6/24/19	IMPROPER REGISTRATION	PG	6/27/19	6/27/19	\$ 124.00
190186274	LUCERO, PAUL	IA	7/25/2019 9:00	6/24/19	SEATBELT				\$ 10.00

190186275	LUCERO, PAUL	IA	7/25/2019 9:00	6/24/19	NO OPERATORS LICENSE					\$	189.00
190186276	LUCERO, PAUL	IA	7/25/2019 9:00	6/24/19	IMPROPER REGISTRATION					\$	124.00
190186203	LUGARDOBARRIOS, KEVIN ALEXANDER	TR	9/12/2019 14:00	6/24/19	NO PROOF OF INSURANCE	NG	6/27/19			\$	29.00
190186204	LUGARDOBARRIOS, KEVIN ALEXANDER	UF	7/25/2019 9:00	6/24/19	NO OPERATORS LICENSE	PG	6/27/19	6/27/19		\$	189.00
190186194	MACMORRAN, WILLIAM D	IA	7/25/2019 9:00	6/24/19	NO RABIES VACCINATION					\$	189.00
190186195	MACMORRAN, WILLIAM D	IA	7/25/2019 9:00	6/24/19	VICIOUS DOG					\$	29.00
190186493	MALDONADO, PEDRO	IA	7/25/2019 9:00	6/26/19	ASSAULT-4TH DEGREE					\$	29.00
190186224	MANLY, SAMANTHA ANN	IA	7/25/2019 9:00	6/24/19	POSSESSION DRUG PARAPHERNALIA					\$	29.00
190186178	MARTINEZ, JESUS	IA	7/25/2019 9:00	6/24/19	OBSTRUCT OFFICER					\$	29.00
190186244	MCCELLAN, DAMION DRE	CL	6/25/2019 14:47	6/24/19	SPEEDING 20 - 25 OVER	PG	6/25/19	6/25/19		\$	29.00
190186234	MCKINNEY, AMBER M	UF	7/25/2019 9:00	6/24/19	PETTIT THEFT 3RD OFFENSE OR SUBSEC	PG	6/27/19	6/27/19		\$	379.00
190186188	MEJIA CANGCINOS, ANGEL	UF	7/25/2019 9:00	6/24/19	SPEEDING 10 - 15 OVER	PG	6/27/19	6/27/19		\$	183.00
190186086	MICHAELS, SARAH R	DI	6/13/2019 9:00	6/10/19	NO PROOF OF INSURANCE					\$	29.00
190186483	MOJICA, URIEL	IA	7/25/2019 9:00	6/26/19	ASSAULT-4TH DEGREE					\$	29.00
190186172	MOORE, DALEN RAY	IA	7/25/2019 9:00	6/24/19	POSS CONTROLLED SUBSTANCE					\$	29.00
190186151	MOORE, DAMEN D	TR	9/12/2019 14:00	6/10/19	ASSAULT-4TH DEGREE	NG	6/13/19			\$	29.00
190186102	MYERS, FELICIA D	TR	9/12/2019 14:00	6/10/19	ASSAULT-4TH DEGREE	NG	6/13/19			\$	29.00
190186107	MYERS, FELICIA D	TR	9/12/2019 14:00	6/11/19	PEACE DISTURBANCE	NG	6/13/19			\$	29.00
190186378	NEESE, PHILIP JB	IA	7/11/2019 9:00	6/12/19	DRIVING WHILE REVOKED					\$	29.00
190186143	ORDONEZ, FRANCISCO MARK	CL	6/13/2019 9:57	6/10/19	IMPROPER REGISTRATION	PG	6/13/19	6/13/19		\$	29.00
190186144	ORDONEZ, FRANCISCO MARK	CL	6/13/2019 9:57	6/10/19	NO OPERATORS LICENSE	PG	6/13/19	6/13/19		\$	29.00
190186145	OXLAJ, SANTOS	UF	7/11/2019 9:00	6/10/2019	NO OPERATORS LICENSE	PG	6/13/19		\$	43,629.00	94.5
190186146	OXLAJ, SANTOS	DI	6/13/2019 9:00	6/10/19	NO PROOF OF INSURANCE					\$	29.00
190186134	PEGGRAM, SCOTT RAY	IA	7/11/2019 9:00	6/10/19	DRIVING WHILE SUSPENDED					\$	29.00
190186135	PEGGRAM, SCOTT RAY	IA	7/11/2019 9:00	6/11/19	NO PROOF OF INSURANCE					\$	29.00
190186135	PEGGRAM, SCOTT RAY	VD	6/13/2019 9:00	6/11/19	NO PROOF OF INSURANCE					\$	29.00
190186271	PHIPPS, MISTY DAWN	IA	7/25/2019 9:00	6/24/19	ASSAULT-4TH DEGREE					\$	29.00
190186115	PRITCHARD, DIANA MARIE	CL	6/18/2019 9:22	6/10/19	STOP SIGN	PG	6/13/19	6/13/19		\$	124.00
190186254	QUEEN, CHANDLER ASHLY	IA	7/25/2019 9:00	6/24/19	IMPROPER REGISTRATION					\$	124.00
190186147	RAMOS GOMEZ, HERIBE	CL	6/14/2019 9:50	6/10/19	IMPROPER REGISTRATION	PG	6/11/19	6/11/19		\$	124.00
190186169	RAMOS VASQUEZ, SARA	DI	6/27/2019 9:00	6/24/19	NO PROOF OF INSURANCE					\$	10.00
190186161	RAMOS, LESLI	WI	8/22/2019 14:00	6/24/19	SEATBELT					\$	125.00
190186162	RAMOS, LESLI	WI	8/22/2019 14:00	6/24/19	CHILD RESTRAINT					\$	125.00
190186163	RAMOS, LESLI	WI	8/22/2019 14:00	6/24/19	NO OPERATORS LICENSE					\$	189.00

190186232	REEVES, SAMANTHA MARIE	IA	7/25/2019 9:00	6/24/19	SEATBELT				\$	10.00
190186218	REYES HERNANDEZ, BRANDONLY N	IA	7/25/2019 9:00	6/24/19	POSS CONTROLLED SUBSTANCE				\$	29.00
190186219	REYES HERNANDEZ, BRANDONLY N	IA	7/25/2019 9:00	6/24/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190186108	REYNOLDS, BRANDY SUE	TR	9/12/2019 14:00	6/10/19	PETIT THEFT 1ST OFFENSE	NG	6/13/19		\$	279.00
190186141	RITTER, CRYSTAL A	UF	7/18/2019 9:00	6/10/19	IMPROPER REGISTRATION	PG	6/13/19	6/13/19	\$	124.00
190186142	RITTER, CRYSTAL A	UF	7/18/2019 9:00	6/10/19	IMPROPER EQUIPMENT	PG	6/13/19	6/13/19	\$	179.00
190186252	RITTER, CRYSTAL A	DP	6/13/2019 9:00	6/17/19	IMPROPER REGISTRATION					
190186253	RITTER, CRYSTAL A	DP	6/13/2019 9:00	6/17/19	NO PROOF OF INSURANCE					
190186223	RIVAS, JESUS S	WI	6/27/2019 14:00	6/24/19	UNLAWFUL BURNING				\$	29.00
190186111	RIVERA RAMIREZ, RUTH N	UF	7/18/2019 9:00	6/11/19	IMPROPER REGISTRATION	PG	6/13/19	6/13/19	\$	84.00
190186112	RIVERA RAMIREZ, RUTH N	UF	7/18/2019 9:00	6/11/19	NO OPERATORS LICENSE	PG	6/13/19	6/13/19	\$	189.00
190186113	RIVERA RAMIREZ, RUTH N	DP	6/13/2019 9:00	6/11/19	NO PROOF OF INSURANCE					
190186114	RIVERA RAMIREZ, RUTH N	DP	6/13/2019 9:00	6/11/19	STOP SIGN					
190186222	ROWDEN, SHAWN L	UF	7/25/2019 9:00	6/24/19	PETIT THEFT 1ST OFFENSE	PG	6/27/19	6/27/19	\$	279.00
190186262	RUSTON-CLAY, MELANIE ANNE	TR	9/12/2019 14:00	6/24/19	ASSAULT-4TH DEGREE	NG	6/27/19		\$	29.00
190186088	SALGUERO LOPEZ, KEVIN SAUL	IA	7/11/2019 9:00	6/10/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190186245	SAMUEL GONZALEZ, SANDY	IA	7/25/2019 9:00	6/26/19	NO PROOF OF INSURANCE				\$	29.00
190186185	SANCHEZ, RODOLFO	IA	7/25/2019 9:00	6/24/19	POSS INTOX BY A MINOR				\$	29.00
190186186	SANCHEZ, RODOLFO	IA	7/25/2019 9:00	6/24/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190186187	SANCHEZ, RODOLFO	IA	7/25/2019 9:00	6/24/19	POSS CONTROLLED SUBSTANCE				\$	29.00
190186170	SCHAEFFER, DONAVAN RYAN	TR	9/12/2019 14:00	6/26/19	POSS CONTROLLED SUBSTANCE	NG	6/27/19		\$	29.00
190186171	SCHAEFFER, DONAVAN RYAN	TR	9/12/2019 14:00	6/24/19	POSSESSION DRUG PARAPHERNALIA	NG	6/28/19		\$	29.00
190186270	SCHNEIDER, GRACE	CL	6/28/2019 8:51	6/24/19	IMPROPER REGISTRATION	PG	6/25/19	6/25/19		
190186174	SCOTT, JEREMY M	IA	7/25/2019 9:00	6/24/19	REC STOLEN PROPERTY				\$	29.00
190186277	SPURGEON, NEIKKO S	UF	7/25/2019 9:00	6/24/19	IMPROPER REGISTRATION	PG	6/27/19	6/27/19	\$	124.00
190186148	STEVENSON, JACOB MICHAEL	CL	6/14/2019 9:51	6/10/19	IMPROPER REGISTRATION	PG	6/11/19	6/11/19		
190186087	STEWART, ASHLYN	UF	7/11/2019 9:00	6/10/19	PEACE DISTURBANCE	PG	6/13/19	6/13/19	\$	279.00
190186132	STEWART, ASHLYN	DP	6/13/2019 21:00	6/10/19	POSSESSION DRUG PARAPHERNALIA					
190186184	STEWART, ASHLYN	TR	9/12/2019 14:00	6/24/19	POSSESSION DRUG PARAPHERNALIA	NG	6/27/19		\$	29.00
190186193	STRATTON, DARIN J	WI	8/22/2019 14:00	6/24/19	ASSAULT-4TH DEGREE				\$	29.00
190186196	STRATTON, DARIN J	WI	8/22/2019 14:00	6/24/19	ASSAULT-4TH DEGREE				\$	29.00
190186097	TATE, JEFFERY ALLEN	TR	9/12/2019 14:00	6/10/19	PEACE DISTURBANCE	NG	6/13/19		\$	29.00
190186243	TATUM, BRIDGETT LEANNE	IA	7/25/2019 9:00	6/26/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190186228	TEVALAN, JOSE	WI	6/27/2019 14:00	6/24/19	FAIL TO YIELD RIGHT OF WAY-ALLEY O				\$	134.00

190186229	TEVALAN, JOSE	WI	6/27/2019 14:00	6/24/19	NO OPERATORS LICENSE				\$	189.00
190186205	TRUE, CHRISTINA MARIE	TR	9/12/2019 14:00	6/24/19	POSSESSION DRUG PARAPHERNALIA	NG	6/27/19		\$	29.00
190186133	VANDEPOOL, ZACHARY	IA	7/11/2019 9:00	6/10/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190186128	VELASQUEZ BARRIOS, ISAIS	CL	6/13/2019 10:18	6/11/19	NO OPERATORS LICENSE	PG	6/13/19	6/13/19		
190186217	VELASQUEZ BARRIOS, ISAIS	TR	9/12/2019 14:00	6/12/19	FOLLOW TOO CLOSE	NG	6/13/19		\$	134.00
190186127	VILLATORO REYES, DANIEL WILFREDO	IA	7/11/2019 9:00	6/10/19	NO OPERATORS LICENSE				\$	189.00
190186246	WAGONER, PETER A	UF	7/11/2019 9:00	6/24/19	PETIT THEFT 3RD OFFENSE OR SUBSEC	PG	6/27/19	6/27/19	\$	379.00
190186208	WAITS, PAYTON RHIANN	CL	6/25/2019 16:18	6/24/19	STOP SIGN	PG	6/25/19	6/25/19		
190186267	WALLACE, DESIRAE	UF	6/27/2019 9:00	6/24/19	TRESPASS	PG	6/27/19	6/27/19	\$	229.00
190186183	WARE, WESLEY	WI	8/22/2019 14:00	6/26/19	PEACE DISTURBANCE				\$	29.00
190186085	WATSON, TONI L	IA	7/11/2019 9:00	6/11/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190186176	WILLIAMS, NANCY	WI	9/26/2019 14:00	6/24/19	DRIVING WHILE INTOXICATED				\$	29.00
190186213	WILLIAMS, REESE GLENN	TR	9/12/2019 14:00	6/24/19	TRESPASS	NG	6/27/19		\$	229.00
190186214	WILLIAMS, SPANKY SHANE	IA	7/25/2019 9:00	6/26/19	DRIVING WHILE REVOKED				\$	29.00
190186215	WILLIAMS, SPANKY SHANE	IA	7/25/2019 9:00	6/24/19	TRESPASS				\$	229.00
190186235	WILLIAMS, SPANKY SHANE	IA	7/25/2019 9:00	6/24/19	PETIT THEFT 3RD OFFENSE OR SUBSEC				\$	379.00
190186236	WILLIAMS, SPANKY SHANE	IA	7/25/2019 9:00	6/24/19	TRESPASS				\$	229.00
190186364	WILLIAMS, SPANKY SHANE	IA	7/11/2019 9:00	6/24/19	TRESPASS				\$	229.00
190186094	WILSON, JOHNNA CHRISTINE	WI	9/26/2019 14:00	6/10/19	IMPROPER REGISTRATION				\$	124.00
190186095	WILSON, JOHNNA CHRISTINE	WI	9/26/2019 14:00	6/10/19	DRIVING WHILE INTOXICATED				\$	29.00
190186096	WILSON, JOHNNA CHRISTINE	WI	9/26/2019 14:00	6/10/19	DRIVING WHILE SUSPENDED				\$	29.00
190186089	WILSON, WILLIAM T	IA	7/11/2019 9:00	6/10/19	POSS CONTROLLED SUBSTANCE				\$	29.00
190186090	WILSON, WILLIAM T	IA	7/11/2019 9:00	6/10/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190186119	YORK, MELANIE LEANN	IA	7/11/2019 9:00	6/11/19	FAIL TO RETURN RENTAL PROPERTY				\$	29.00
190186125	ZALDIVAR PALLESA, ROXANA	CL	6/13/2019 10:08	6/10/19	CHILD RESTRAINT	PG	6/13/19	6/13/19		

Status Description

Closed	19
Dismissed Presented Insurance	7
Dismissed by Prosecutor	8
Initial Arraignment	78
Sentencing	2
Trial	34

Unpaid Fines	28
Voided Docket	1
Attorney Entered	16
DEFERRED	1
<b>Total</b>	<b>194</b>

## **"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.