

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JUNE 11, 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

- Kids Fishing Day

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. 19-21** – An Ordinance authorizing a special use permit for the operation of private helicopter rides at the Forest Park Baptist Church, 2535 S. Grand Ave., City of Carthage, Jasper County, Missouri. (Planning & Zoning)
2. **C.B. 19-22** – An Ordinance authorizing a special use permit for the operation of a Carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in the City of Carthage, Jasper County, Missouri. (Planning & Zoning)

16. New Business

1. **C.B. 19-23** – An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2019 – 2020. (Budget Ways & Means)

2. **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. (Budget Ways & Means)
3. **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. (Budget Ways & Means)
4. **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. (Budget Ways & Means)
5. **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. (Budget Ways & Means)
6. **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. (Budget Ways & Means)
7. **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. (Public Works)

17. Mayor's Appointments

- Appeals Board
- Carthage Affordable Housing Task Force

18. Resolutions

1. **Resolution 1872** – A Resolution of the City of Carthage, Missouri, authorizing the release of the remaining Assigned Fund Balance of the Golf Course Fund to the Unassigned Fund Balance. (Budget Ways & Means)

19. Closing Comments

20. Executive Session

21. Adjournment

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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
May 28, 2019

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

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

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

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the minutes of the May 14, 2019 Council Meeting. Motion carried unanimously.

Mayor Rife presented Parks Director Alan Bull a plaque honoring him for his 44 years of dedicated service to the City of Carthage.

During Citizen's Participation Period: Jonathan Roberts, representing Carthage YMCA, discussed the benefits of passing Resolution 1871. The Carthage YMCA plans to purchase the Game On building to turn it into a Youth Activity Center that will focus on children from birth to 18 years of age with programs and activities. The facility would offer a new indoor playground, inflatables, activity teen center, onsite counseling, free wi-fi, family activities, cooking classes, facilities for meetings, and free meals to help with food insecurity problems. Jack Crusa, McCune Brooks Regional Hospital Trust board member, spoke in support of Resolution 1871 as well.

Mr. Snow reported the Budget, Ways and Means Committee is between meetings with the next meeting scheduled for June 10.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date in the City Hall conference room and approved the claims. The next meeting will be June 11 in the Council Chambers at 5:00 p.m.

Mr. Harrison reported the Public Safety Committee met on May 20. Repealing of the feral cat policy was discussed. Mr. Harrison made a motion, seconded by Mr. Collier, to approve road closures at Kellogg Lake for Kids Fishing Day to be held June 8 from 8:00 a.m. to noon. Motion carried. Mr. Harrison made a motion, seconded by Mr. Snow, to approve the square to be closed on June 8 from 5:00 a.m. to 3:00 p.m. and allow cars to park backward in the parking spots for the 20th Annual British Car Show. Motion carried. Mr. Harrison made a motion, seconded by Mr. Snow, to approve the closure of Sycamore Street between Garrison and McGregor for the First Baptist Church Vacation

Bible School Community Block Party from 12:00 p.m. to 10:00 p.m. on June 7. Motion carried. Mr. Harrison made a motion, seconded by Mr. Snow, to approve closure of the inside of the square on June 21 from 4:30 p.m. to 9:00 p.m. for a Farmer's & Artisan Market. This will be contingent upon proof of proper insurance. Motion carried. Mr. Harrison made a motion, seconded by Ms. Otero, to close 7th Street between Lyon and Garrison on June 6 from 1:00-5:00 p.m. for the launch of homemade rockets at the Carthage Public Library. Motion carried.

Mr. Topete reported the Public Services Committee meeting scheduled for May 21 was cancelled due to lack of business.

Mr. Daugherty reported the Public Works Committee is between meetings with the next meeting scheduled for June 4. Mr. Daugherty discussed the contract with MoDOT at Fairview and Garrison to construct ADA approved sidewalks. Mr. Daugherty made a motion, seconded by Ms. Otero, to approve contracting with MoDOT for the sidewalk repairs on Fairview up to \$70,000. Motion carried.

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

Mayor Dan Rife reported on the recent council orientation.

During Reports of Council Members, Mr. Harrison reported there were 302 individuals at the pool on Memorial Day setting a new record.

City Attorney Nate Dally discussed his attendance at council orientation. He also discussed C.B. 19-20 noting the attorneys representing the City against the railroad had reviewed the Supplemental Agreement with MoDOT and had yet to approve the agreement. Mr. Daugherty made a motion, seconded by Mr. Harrison, to table C.B. 19-20 until the City Attorney obtains additional information. Motion carried.

Police Chief Greg Dagnan reported his officers had assisted with water rescues during the recent flooding event.

Fire Chief Roger Williams reported the recent tornado did damage a home located within the fire district. The department has been busy with water rescues. A ribbon cutting will be held on May 30 for Station #2 at 2:00 p.m.

Parks & Recreation Director Alan Bull stated he will miss everyone, especially those he worked closely with, but it is time for him to do other stuff.

City Administrator Tom Short reported on the following: a Vision Carthage meeting, a Region M meeting, council orientation, Public Safety meeting, a letter to MoDOT requesting an extension on a cost share project, and an update on budget preparations.

The Committee on Claims filed a report in the amount of \$555,528.74 against the following funds: General Revenue \$65,687.12, Public Health \$124,577.71, Parks Stormwater \$15,000.48, Library \$25,000.00, Fire Protection \$4,939.72, Capital Improvements \$9,720.49, and Payroll \$310,603.22. Ms. Otero made a motion, seconded by Mr. Daugherty to accept the report and allow the claims. Motion carried.

Under old business, C.B. 18-30 – An Ordinance to amend Chapter 4, Articles I and II of the Code of Carthage regarding Animals, to repeal the language regarding the managed care of Feral Cats was placed on second reading. Ms. Otero spoke for those who have, in good faith, tried to follow the ordinance. The roll call vote was 8 yeas, 0 nays, and 1 abstention. Ayes: Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete, and West. Abstain: Daugherty. The council bill was approved and numbered Ordinance 19-21.

C.B. 19-19 – An Ordinance authorizing the Mayor to enter into a contract with Simmons Bank for banking services was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-22.

Under new business, C.B. 19-21 – An Ordinance authorizing a special use permit for the operation of private helicopter rides at the Forest Park Baptist Church, 2535 S. Grand Ave., City of Carthage, Jasper County, Missouri was placed on first reading with no action taken.

C.B. 19-22 – An Ordinance authorizing a special use permit for the operation of a Carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in the City of Carthage, Jasper County, Missouri was placed on first reading with no action taken.

Mr. Daugherty made a motion, seconded by Mr. Harrison, to approve the Mayor's reappointment of Douglas Crandall and Peter Metcalf to the Hospital Board until May 2023. Motion carried 9-1 with Mr. Armstrong casting the nay vote. Ms. Otero made a motion, seconded by Mr. Harrison, to approve the Mayor's appointment of Ray West as Liaison to the Over Sixty Center. Motion carried.

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve Resolution 1870 – a Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds from the Restricted Trust Fund to the City of Carthage. Resolution passed by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete and West.

Mr. Daugherty made a motion, seconded by Mr. Harrison, to approve Resolution 1871 – a Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds from the Restricted Trust Fund to the Fair Acres

Family YMCA. Resolution passed by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete and West.

During closing remarks, Mr. Collier extended his condolences to the family of Larry Glaze.

Parks Director Alan Bull was highly commended by all department heads and council members for his tremendous dedication and service to the City of Carthage and was wished the best for his retirement. His presence will be missed.

Mr. West made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:40 PM.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

PROCLAMATION

WHEREAS, Kids Fishing Day at Kellogg Lake is June 8th, and

WHEREAS, the 18th Annual Kids Fishing Day will take place at Kellogg Lake in Carthage on June 8, 2019. The event allowing kids ages 15 & under to learn about fishing and catching fish will be from 8:00am until noon. No pre-registration is necessary, but all participants must register at the event, and

WHEREAS, a variety of activities are planned, including educational stations, fishing stations, and prize giveaways. Youth anglers who attend two education stations will be eligible for the drawings. Free refreshments will be served.

WHEREAS, all anglers must bring their own fishing equipment. Worms will be provided.

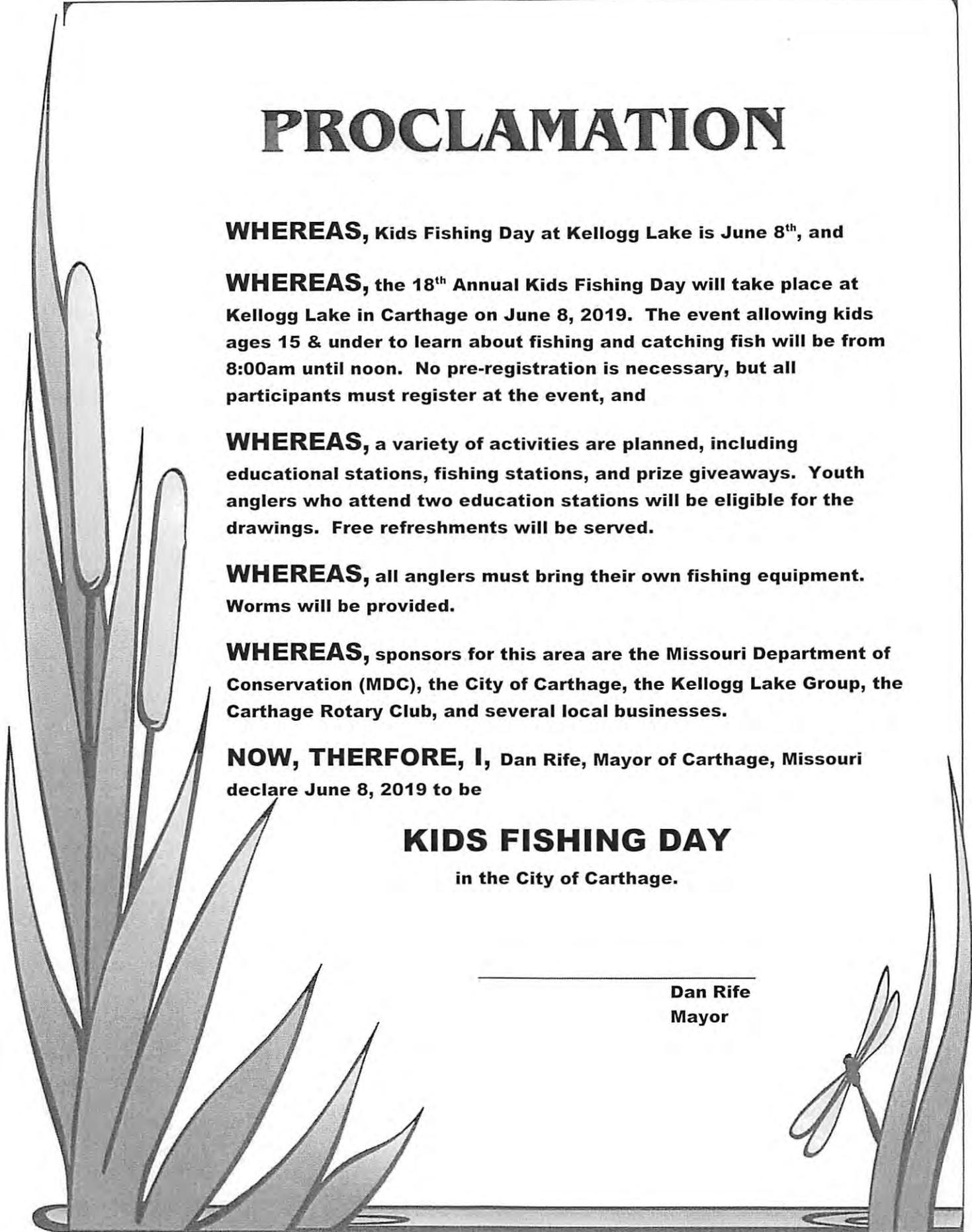
WHEREAS, sponsors for this area are the Missouri Department of Conservation (MDC), the City of Carthage, the Kellogg Lake Group, the Carthage Rotary Club, and several local businesses.

NOW, THEREFORE, I, Dan Rife, Mayor of Carthage, Missouri declare June 8, 2019 to be

KIDS FISHING DAY

in the City of Carthage.

Dan Rife
Mayor



***PUBLIC
HEARINGS***

***OLD
BUSINESS***

COUNCIL BILL NO. 19-21

ORDINANCE NO. _____

An Ordinance authorizing a special use permit for the operation of private helicopter rides at the Forest Park Baptist Church, 2535 S. Grand Ave., City of Carthage, Jasper County, Missouri.

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

SECTION I: A public hearing was held by the Planning, Zoning and Historic Preservation Commission May 20, 2019. The Commission determined that a Special Use Permit will conform to the intent and purpose of the Code of Carthage, that neighboring property will not be unnecessarily injured and that substantial justice will be done.

SECTION II: A special use permit for the operation of private helicopter rides is hereby granted to KC Copters of Olathe, Kansas on behalf of Forest Park Baptist Church for Saturday October 19, 2019, to be located on real estate described as:

The Northwest corner of George E. Phelps Blvd. and Grand Ave.
(CAR MISC BEG 829.66' S NE COR SE W 745' S 400' E 745' N 400' TO POB EX HWY)

Commonly known as 2535 S. Grand Ave., City of Carthage, Jasper County, Missouri.

SECTION III: Said Special Use Permit is granted in accordance with Chapter 25-251 (18) of the Code of the City of Carthage. Said Special Use Permit granted under this section shall automatically terminate at the conclusion of the 2019 Maple Leaf activities. Failure to purchase a merchants license or business license, for those businesses required to purchase such a license, shall also be prima facie evidence of cessation of the permitted use.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2019.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Planning & Zoning Commission

SPECIAL USE PERMIT PETITION



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

Date: 04/03/2019

Filing Fee: \$100.00

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

Helicopter rides for Annual Maple Leaf Festival

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

Modification of previously issued Special Use Permit: Yes No

Property Address : 2535 Grand Avenue (Forest Park Baptist Church lot southwest parking lot)

Location/Legal description:

CAR MISC BEG 829.66' S NE COR SE W 745' S 400' E 745' N 400' TO POB EX HWY

Total site area: Approximately 1 acre (See map) sq. ft.

Zoning District(s) and land area within each:

Light Industrial

Present Land Use(s):

Parking lot and recreational fields

Owner: Forest Park Baptist Church

Address: 725 S HIGHVIEW AVE Tele: 417-358-4265

City: Joplin State: MO Zip Code: 64801

Email Address: mike@forestpark.tv Fax: _____

Petitioner: Carthage Chamber of Commerce-Mark Elliff Relationship to Owner: None

(person to whom all correspondence will be sent)

Address: 402 S. Garrison Tele: 417-358-2373

City: Carthage State: MO Zip Code: 64836

Email Address: melliff@carthagechamber.com Fax: 417-358-7479

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Proposal: *(Attach Special Use Permit Petition Statement of Justification)*

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

See Attached Page

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

Signature: Mick [Signature] Date: 4-2-19

Signature: _____ Date: _____

Signature: _____ Date: _____

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

Signature: _____ Date: _____

Return form to: Public Works Department

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

SPECIAL USE PERMIT PETITION

STATEMENT OF JUSTIFICATION

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

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

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

Considerations:

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

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

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

Considerations:

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

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

Considerations:

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

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

Considerations:

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

Signature: Mike [Signature]

Date: 4-8-19

Other Information Comments

We are asking to use this location to allow for helicopter rides during the 2018 Maple Leaf Festival. Hours of operation will be as follows (tentatively):

Sat 10/19/19 Noon-5 p.m.

This location is near the Carnival which is held on the Carthage City Parking Lot east of the Y. This will provide additional events for the Maple Leaf Festival.

Statement of justification

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

Considerations: The Company providing the helicopter rides will provide their own staff for securing the area. Additionally, they will adhere to all FAA regulations.

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

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

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

Considerations: This is a temporary operation and will not have a lasting impact on the proposed site.

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

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

Considerations: We believe that this is an appropriate location to have the operation as this is an area that people will be in the vicinity because of the Carnival and the Marching Band Competition and is free of power lines.

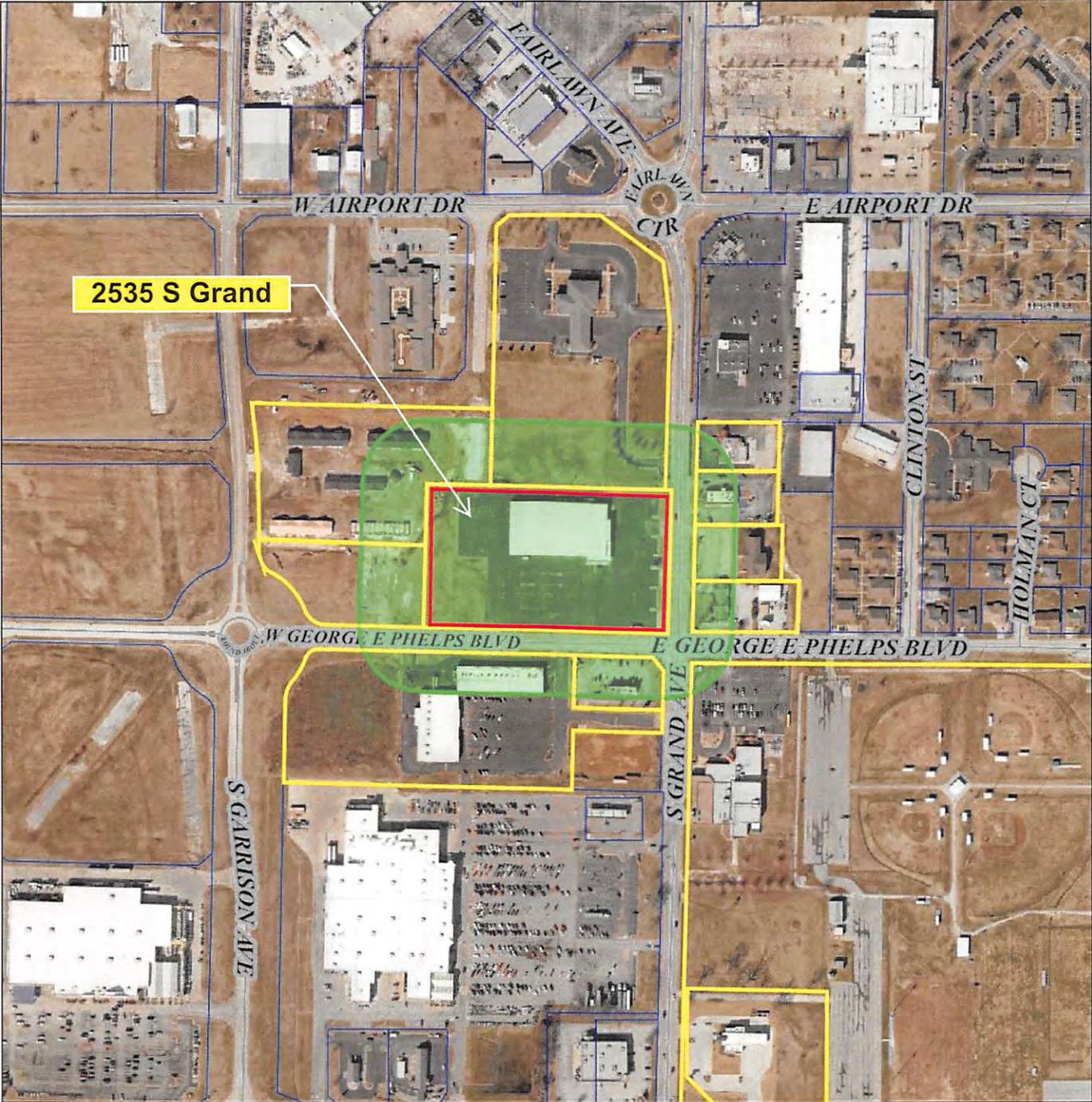
- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

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

Considerations: This event will provide community goodwill as well as attracting additional sales tax dollars into Carthage.

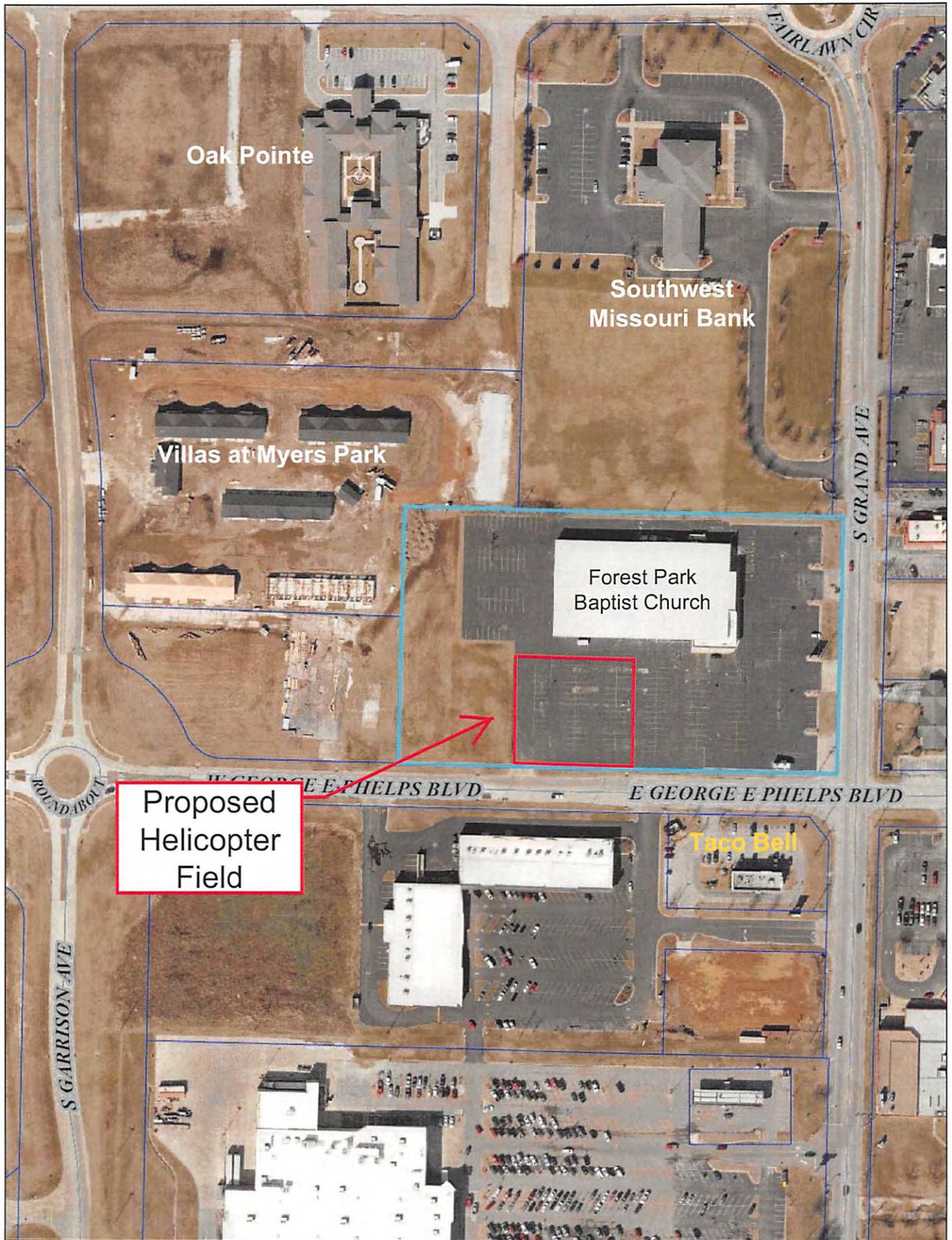
- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

185' Property Ownership Map / 2535 S Grand



Date created: 4/25/2019
Last Data Uploaded: 4/24/2019 9:04:57 PM

Developed by  Schneider
GEOSPATIAL



Oak Pointe

Southwest Missouri Bank

Villas at Myers Park

Forest Park Baptist Church

Proposed Helicopter Field

Taco Bell

ROUND ABOUT

S GARRISON AVE

E GEORGE E PHELPS BLVD

E GEORGE E PHELPS BLVD

S GRAND AVE

FAIRWAY CIR

An Ordinance authorizing a special use permit for the operation of a Carnival to be located at The Fair Acres Sports Complex (East George Phelps Blvd.) in the City of Carthage, Jasper County, Missouri.

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

SECTION I: A public hearing was held by the Planning, Zoning and Historic Preservation Commission May 20, 2019. The Commission determined that a Special Use Permit will conform to the intent and purpose of the Code of Carthage, that neighboring property will not be unnecessarily injured and that substantial justice will be done.

SECTION II: The Commission has recommended, and the City Council does hereby grant and issue a Special Use Permit for the operation of a Carnival in conjunction with the Carthage Maple Leaf Parade from Wednesday October 16, 2019 through Saturday October 19, 2019, located on real estate described as:

CAR MISC S1/2 SW EX RDS & EX COM SW COR SW SW N 58.78' E 30.01' N 324.18' E 15.01' TO POB E 400.19' S 337.97' W 307.93' N 45 DEG W 130.32' N 243.88' TO POB.

Commonly known as The Fair Acres Sports Complex, East George Phelps Blvd., City of Carthage, Jasper County, Missouri.

SECTION III: Said Special Use Permit is granted in accordance with Chapter 25-251 (18) of the Code of the City of Carthage. Said Special Use Permit granted under this section shall automatically terminate at the conclusion of the 2019 Maple Leaf activities. Failure to purchase a merchants license or business license, for those businesses required to purchase such a license, shall also be prima facia evidence of cessation of the permitted use.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Planning & Zoning Commission

SPECIAL USE PERMIT PETITION



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

Date: 03/26/2019

Filing Fee: \$100.00

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

Carnival for Annual Maple Leaf Festival

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

Modification of previously issued Special Use Permit: Yes No

Property Address : Fair Acres Parking Lot (West lot next to YMCA)

Location/Legal description:

CAR MISC S1/2 SW EX RDS & EX COM SW COR SW SW N 58.78' E 30.01' N 324.18' E 15.01' TO POB E 400.19' S 337.97' W 307.93' N 45 DEG W 130.32' N 243.88' TO POB

Total site area: Approximately 77,131 sq. ft.

Zoning District(s) and land area within each:

General Business/817 feet to the west is First Dwelling

Present Land Use(s):

Parking lot and baseball fields

Owner: Jasper County (leased to City of Carthage)

Address: 302 S MAIN ST Tele: 417-358-0416

City: CARTHAGE State: MO Zip Code: 64836

Email Address: _____ Fax: _____

Petitioner: Carthage Chamber of Commerce-Mark Elliff Relationship to Owner: None

(person to whom all correspondence will be sent)

Address: 402 S. Garrison Tele: 417-358-2373

City: Carthage State: MO Zip Code: 64836

Email Address: melliff@carthagechamber.com Fax: 417-358-7479

Proposal: *(Attach Special Use Permit Petition Statement of Justification)*

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

See Attached Page

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

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

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

Signature: *[Handwritten Signature]*, *Owner CEO* Date: *4/8/19*

Return form to: Public Works Department

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

SPECIAL USE PERMIT PETITION

STATEMENT OF JUSTIFICATION

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

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

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

Considerations:

- Traffic conditions in the vicinity, including the effect of additional traffic on streets and street intersections, and sight lines at street intersection and curb cuts.
 - Provision of services and utilities, including sewer, water, electrical, garbage collection, and fire protection.
 - Soil erosion and sedimentation.
 - Protection of public, community, or private water supplies, including possible adverse effects on surface waters or groundwater
2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.
 3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity.

Considerations:

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

Considerations:

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.
5. The proposed development will be consistent with the City's Comprehensive Plan.
- Considerations:
- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

Signature: _____



Date: _____



Other Information Comments

We are asking to use this very visible location to allow a carnival operation for the 2019 Maple Leaf Festival. Hours of operation will be as follows:

Wed 10/16/19	5-10 p.m.
Thurs 10/17/19	5-10 p.m.
Fri 10/18/19	5-10 p.m.
Sat 10/19/19	12 noon-10 p.m.

The setup is approximately 200'x300' for rides, games, and concessions and 150'x75' for support vehicles. Again, we are working with the YMCA and Arvest Bank to use their area for the parking of the support vehicles. Tentatively, the company would arrive on Sunday, October 13; we are requesting that they undergo inspections from Public Safety and Public Works on Monday, setup Monday and Tuesday, operate Wednesday through Saturday, and breakdown/cleanup Sunday morning. Customers can purchase all-access armbands or pay-as-you-go tickets. They provide their own electricity and trash cans, as well as purchase a City business license and obtain all necessary health permits and safety inspections. Their company sets a curfew for all their employees. Their generator is the only equipment that requires ground stakes, and it creates only two small holes according to the carnival owner. This would be placed off site of the paved parking lot. They also provide fencing around all their rides and do their own cleanup. The Chamber would provide water access. Trash service, and portable toilets will also be made available. Pride Amusements, LLC is the same company that has provided the Carnival since 2016 and we have not had any ill effects. Comments received are very favorable.

Statement of justification

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

Considerations: Inspections will be done by the Public Safety and Public Works Departments prior to the opening of the carnival for the safety of the participants. Additionally, the carnival company will provide fencing around all their rides.

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

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

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

Considerations: This is a temporary operation and will not have a lasting impact on the proposed site. The carnival company is required to clean up any trash that may result from an event.

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

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

Considerations: We believe that this is an appropriate location to have a carnival as this is an area that hosts softball, baseball and soccer games. During this time, the majority of these events will not be occurring.

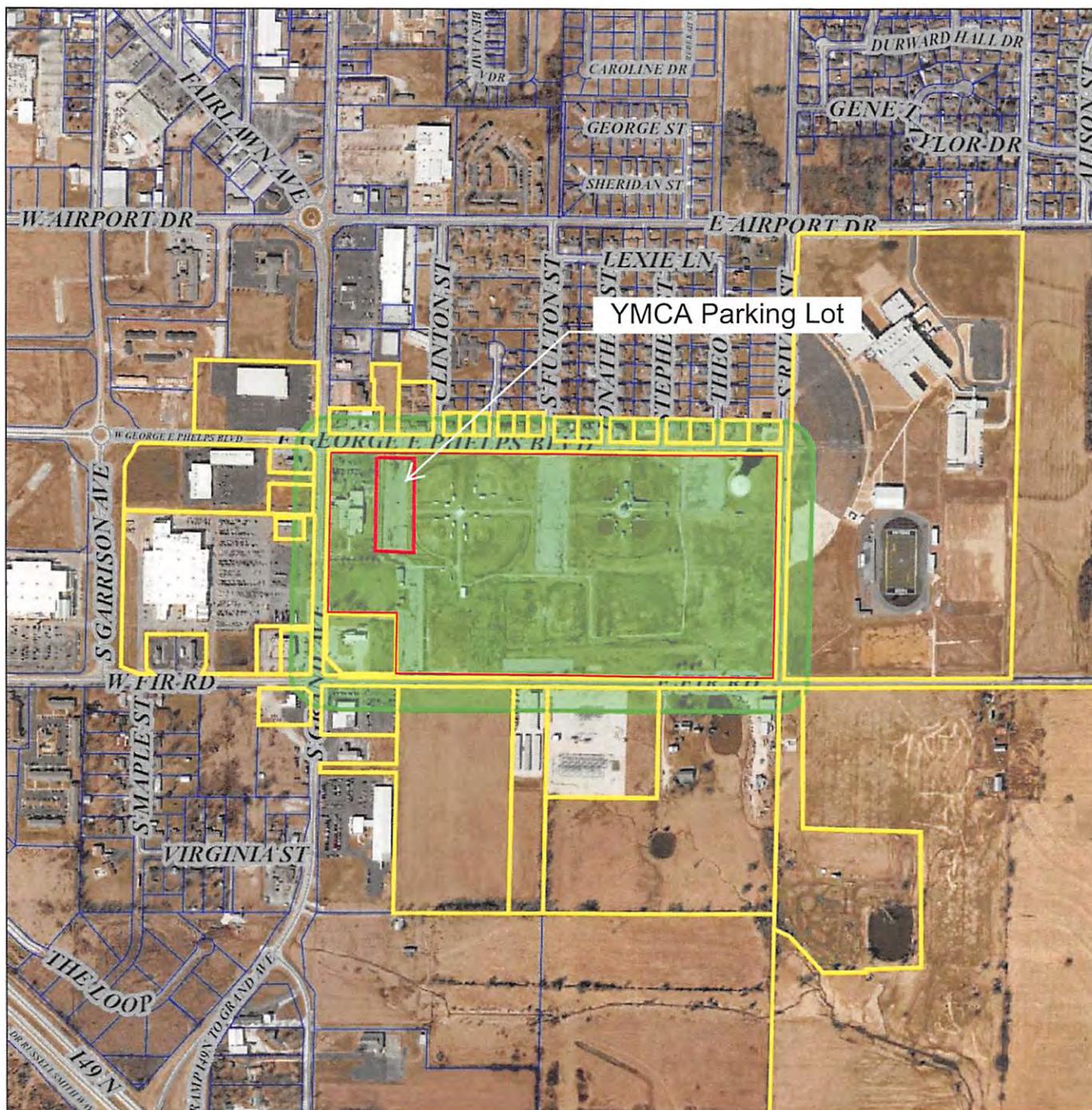
- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

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

Considerations: This event will provide community goodwill as well as attracting additional sales tax dollars into Carthage.

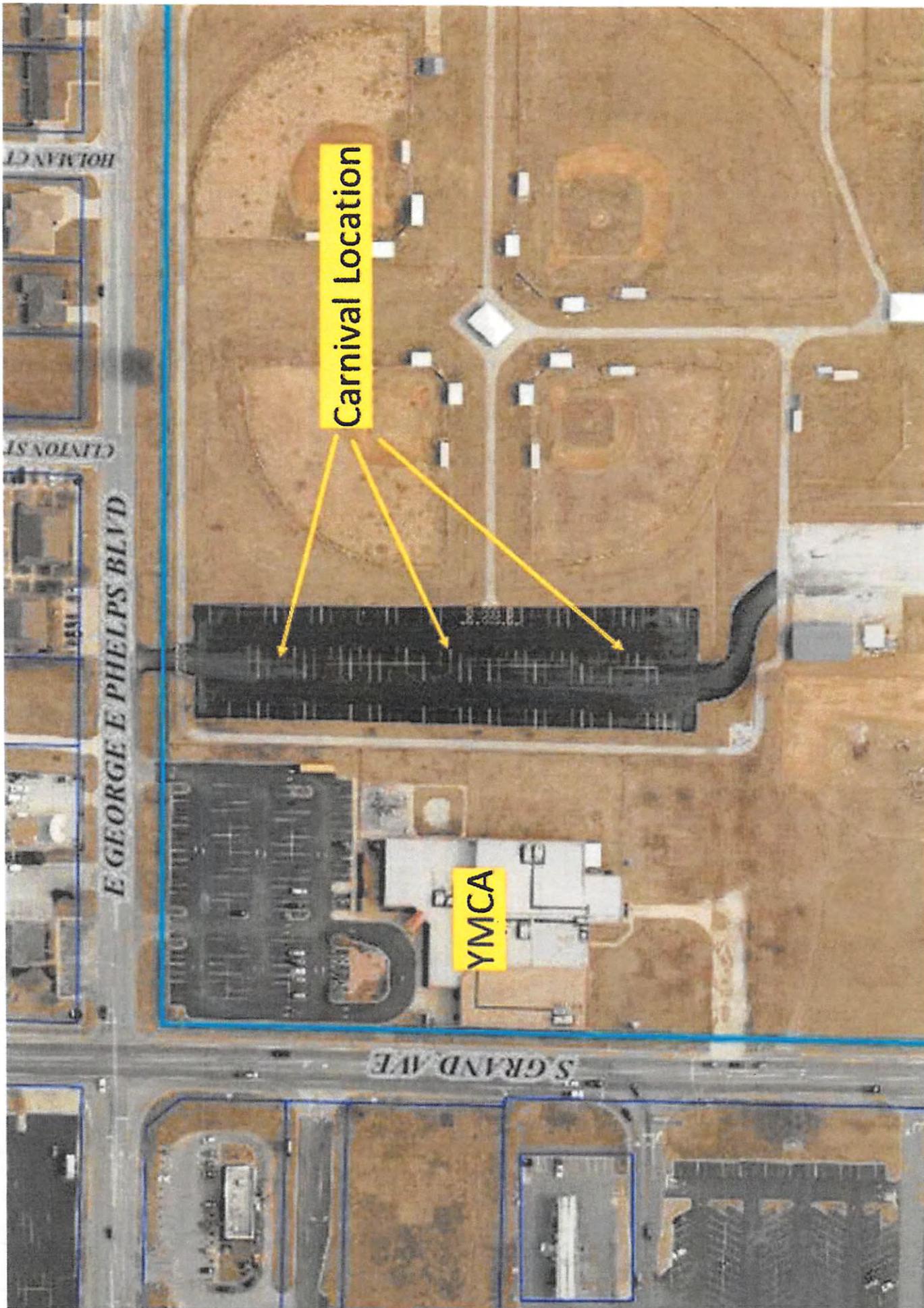
- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

185' Property Ownership Map / YMCA Parking Lot



Date created: 5/6/2019
Last Data Uploaded: 5/3/2019 9:13:41 PM

Developed by  Schneider
GEOSPATIAL



Carnival Location

YMCA

E GEORGE E PHELPS BLVD

S GRAND AVE

HOLMAN CT

CLINTON ST

***NEW
BUSINESS***

An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2019 - 2020.

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

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

WHEREAS, the budget shall be adopted by the affirmative vote of a majority of the members of the Council on or before the last day of the fiscal year currently ending; and

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

WHEREAS, if at any time during the fiscal year it appears probable that the revenues available will be insufficient to meet the amount appropriated, the Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations; and

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

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

SECTION I: The budget of the City of Carthage for Fiscal Year 2019 - 2020, a copy of which is attached hereto and incorporated herein, is hereby adopted.

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

SECTION III: Adoption of the budget by the City Council constitutes approximations of the expenditures for the fiscal year. To ensure adherence to the adopted budget and its associated goals, a budgetary control system is hereby adopted with the legal level for expenditure control established at the Fund level. Each Department Head is responsible for the budget in their respective departments. In order to enhance the ability to successfully execute the budget, to achieve

long-range goals, facilitate achievement of programmatic, financial goals, and promote budgetary compliance, the Level of-Control for administration of the Budget is established at the category level. Within the General Fund, Public Health Fund and the Golf Fund, the Budget Officer is authorized to transfer budgeted amounts between categories and departments within operating funds provided such transfers do not alter total expenditures approved by the City Council for the Fund. Any increase in appropriation at the fund level, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the City Council. Such amendment shall be provided by formal action of the City Council.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Budget Ways & Means Committee

COUNCIL BILL NO. 19-24

ORDINANCE NO. _____

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.

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

SECTION I: The Mayor of the City of Carthage, Missouri is hereby authorized to enter into an Agreement with the Carthage Chamber of Commerce for services in the amount of \$118,075.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF JUNE, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

City of Carthage, Missouri and the Carthage Chamber of Commerce

This Agreement, made and entered into on this 1st day of July 2019, by and between the City of Carthage, Missouri, a municipal corporation, with offices located at 326 Grant St. Carthage, Missouri, hereinafter referred to as the “City” and the Carthage Chamber of Commerce, Incorporated, a not-for-profit corporation organized under the laws of the State of Missouri, located at 402 South Garrison Ave., Carthage, Missouri, hereinafter referred to as the “Chamber.”

Whereas, the City and CWEP have desired and identified the ongoing need to coordinate, communicate and engage the community and stakeholders in Carthage’s economic development vision, strategies and goals; and

Whereas, there have been identified specific goals and objectives ensuring Carthage’s development policies and procedures are coordinated, market-driven, and continue to focus on retention and creation of business and industry while maintaining an environment that supports entrepreneurs and industry; and

Whereas, the Economic Development Program, (specified in Exhibit A, and incorporated as if fully set out in herein) will bring efficiencies for use of resources, implementation of strategies, consistent focus and identification of community specific needs to allow for desired growth consistent with Carthage’s strategic vision; and

Whereas, the City and the Chamber desire to pursue programs that will result in economic development and job creation in the City of Carthage and its environs; and

Whereas, the Chamber has established staffing capabilities to (meet and implement the Vision, Mission, Goal and Objectives outlined in Exhibit A and) attract and recruit new business and industry to Carthage and to promote and support the growth and expansion of existing primary business and industry within and adjacent to this community by specifically, but not limited to, the hiring of an Executive Director to serve as the community’s Economic Development Director, to accomplish the functions that will lead to the creation, retention and reinvestment of resources; and

Whereas, the City has agreed to use the services of the Chamber to accomplish the aforesaid precepts

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

Article I

Purpose

The Chamber agrees to operate an economic development program (as generally specified in Exhibit A included herein) on behalf of the citizenry of this community for the purpose of marketing and advertising the Carthage area as a location for new business and industry, and as an area committed to the assistance and expansion of existing business and industry. The Chamber will concentrate primarily on providing economic development services within the City of Carthage service area and secondarily within the region.

Article II

Administration

The Chamber, operating under the provisions of its Bylaws, agrees to provide a qualified and competent staff, including a full-time professional Director. Operating under the policy direction and authorities of the Chamber’s

Board of Directors, this staff shall promote the attraction of primary business, industry and employment sources to the Carthage area and provide program management and administrative services necessary to sustain a viable recruitment and maintenance program for economic opportunities. This program shall include, but to be limited to the gathering and dissemination of information and ideas, research, publications, promotional programs, advertising, target marketing, prospect development and client services and assistance.

Article III

Annual Work Plan and Budget

The Chamber agrees to provide to the City an Annual Work Plan (which will incorporate the Vision, Mission, Goal and Objectives outlined in Exhibit A) as a blueprint through which the Chamber proposes to realize the purpose of this Agreement, together with a budget suitable to the operation of said Annual Work Plan. These and other related documents shall be submitted in keeping with the City's annual budgetary cycle for action by the City Council of the City of Carthage in a form compatible with that used by the City. The Chamber agrees that annually, any surplus funds provided by the City for economic development services but not used for economic development services will be returned to the City. The parties agree that during the City's budgetary process for fiscal year 2020, the agreed upon amount of compensation as specified in Article VIII herein may be adjusted for Cost of Living and/or Consumer Price Index changes which occurred during the previous three years and the Agreement amended accordingly at that time.

Article IV

Right of Review

The Chamber understands and agrees that operations of its (the City's) economic development programs are to serve the Carthage area and the general public through promotion of economic development, job creation, capital investment, and business expansion and, based on the nature of this operation, that the acts and deeds of the Chamber's agents and employees tend to be viewed as the acts and deeds of the community. As a result, the Chamber agrees to provide to the City regular reports regarding the operation of its economic development program during the term of this Agreement. These reports will include, but not be limited to, information concerning the Chamber's overall economic development strategies, staff assignments, prospect visits, program activities and results. Written monthly reports regarding economic development service activities will be presented to the City Council at the first Council meeting of each month. Additionally, the Chamber agrees to provide an oral quarterly report on its economic development activities including the budget and use of funds. It is further understood that information on prospects and active economic development clients will be exchanged with the City Council in such a way as to protect and preserve any professional confidentiality between these clients and persons representing the Chamber.

Article V

Joint Ventures

The City will have at least one designated staff or Council representative appointed liaison by the Mayor on the Chamber Board. **In the event of a vacancy in the Chamber Executive Director's position, through resignation or forced termination, the Chamber Board of Directors will form a Search Committee comprised of, at least, members of the Chamber Board of Directors, at least, one representative of CWEP, and at least, one Council representative appointed by the Mayor.** The Chamber will work closely with the City and CWEP in finalizing any deals with economic development prospects that are within the City's service area including, but not limited to,

the development of any incentive packages. The City's participation in any regional advertising, marketing and/or development efforts, e.g., the Joplin Regional Partnership Initiative, will be conducted through the Chamber.

Article VI

Changes in Scope of Agreement

If during the term of this Agreement, the Chamber Executive Director terminates employment with the Chamber, the City, at its sole discretion, shall have the option of reducing the monthly disbursement to the Chamber by the amounts specified in that given year's budget submittal to the City for the Director's salary and benefits.

Article VII

Term of Agreement

This Agreement shall commence on the date first written above. This is a General Agreement, anticipating a long-term multi-year relationship between the City and the Chamber, subject to annual renewals thereof. Pursuant to this General Agreement, an Annual Work Program and Budget are to be submitted by the Chamber for consideration by the City Council, as provided in Article III of this Agreement. Upon approval of the City, each adopted Annual Work Program and Budget will be attached to this General Agreement and become the substantive basis for the continuation of the General Agreement on a fiscal year basis. Each Annual Work Program and Budget is to be the basis for any funding which the City may choose to provide to the Chamber. This Agreement is to continue in full force and effect upon reconfirmation by both parties on or before July 1 of each year. If either party determines that it will not reconfirm this Agreement, it shall notify the other party at least sixty (60) days prior to the expiration of the Agreement. Funding shall be extended to include the notification period, when this period extends beyond July 1. The term of this agreement is intended to extend from the date it is first executed through June 30, 2020.

Article VIII

Compensation

The Chamber agrees to perform its obligations hereunder for a sum of one hundred-eighteen thousand, seventy-five dollars and no cents (\$118,075.00) annually, as budgeted and adopted by the City, payable in twelve (12) equal monthly installments of nine thousand, eight hundred thirty-nine dollars and fifty-eight cents (\$9,839.58) payable by the City at the first City Council meeting of each month commencing with the signing of this Agreement. The Chamber shall submit a monthly invoice with detailed supporting documentation as stipulated in this Agreement, describing the services provided incurred by the Chamber. Compensation shall be subject to and conditioned on the Chamber meeting the requirements specified in Exhibit A. Quarterly financial updates will be provided and funds tracked separately to the City to keep the City informed of the status of the use of funds.

Article IX

Non-Transferable

The Chamber agrees not to assign or otherwise transfer this Agreement or rights contained herein without prior written approval of the City.

Article X

Liability

The Chamber agrees that all persons working for the Chamber under this Agreement shall be employees of the Chamber and in no way shall be considered as employees of the City, notwithstanding common inter-organizational

interests. In this connection, should any liability arise under the Worker's Compensation provision of the State of Missouri due to injury of an employee of the Chamber, the same shall be the sole responsibility of the Chamber. It is understood that the Chamber shall indemnify and hold harmless the City from any and all claims, suits, demands and actions related to the operation of the Chamber's economic development program. Notwithstanding the provisions of Missouri Law and the protection which said law provides to persons that serve as members of policy bodies responsible for the governance of not-for-profit organizations, the Chamber, as deemed appropriate by its Board of Directors, is authorized to insure itself, its Officers, Directors and Staff, against liability claims.

Article XI

Equipment and Files

The Chamber agrees to maintain such files and other information relative to its economic development efforts as appropriate for smooth and effective program administration from year to year, to include access to such computers, audio-visual and other equipment systems as may be necessary to the implementation of its approved programs. The files of the Chamber shall be subject to the provisions of the state law on open records, except as this law relates to records of Chamber activities with individual and specific business firms having a client-type relationship with the Chamber.

Article XII

Non-Discrimination

In connection with the performance of services under this Agreement, the Chamber agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or ancestry. It shall be the Policy of the Chamber to take affirmative action to insure that its employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates of pay or other forms of compensation and selection for training.

Article XIII

Waiver

The waiver by the City of any breach of any term, condition or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the day and year first above written.

CITY OF CARTHAGE, MISSOURI
A Municipal Corporation

By:
Dan Rife,
Mayor, City of Carthage

ATTEST:

Traci Cox, City Clerk

CARTHAGE CHAMBER OF COMMERCE
A Not-for-profit Corporation

By:
Roy Mason, Chairman
Carthage Chamber of Commerce

ATTEST:

Secretary

Exhibit A

Carthage Missouri Economic Development Program

Vision, Mission, Goal and Objectives

December 2017

A coordinated effort of the City of Carthage (City), Missouri; Carthage Water and Electric Plant (CWEP)

Vision Statement: The Carthage Economic Development Program (CEDP) will be a proactive state and regionally recognized program, respected as an initiator of a healthy and vibrant city with a strong economic base, robust jobs, improved retail areas and a growing industrial base for the citizens of Carthage.

Mission Statement: To create, foster and promote an environment conducive to attracting, expanding and retaining business and industry; promoting economic vitality and diversifying the city's tax base; increasing CWEP load and improving the overall quality of life for the citizens of Carthage.

Goal: To preserve and enhance an economically vital, competitive, sustainable community by providing aggressive coordinated leadership and superior services to the industrial, business, and commercial sectors of the Carthage economy by promoting the city's location for business and industry and supporting employment opportunities.

Key Objectives:

- Development of an Industrial Park to market Carthage and encourage business and industrial retention and recruitment
- Development of a business retention plan to ensure continued business and industrial growth
- Creation of a marketing plan to market and advertise the Carthage area as a location for new business and industry and promotion of Carthage's commitment to the assistance and expansion of business and industry
- Continued support and encouragement of vocational-technical training available in the Carthage area to meet the needs of industry and provide local employment
- Active recruitment of retail and entertainment establishments, grocery stores, and restaurants in Carthage to support the workforce and benefit area citizens
- Development and implementation of a marketing plan for Myers Park to attract various retail and service companies to Carthage
- Development and coordination of a plan to revitalize aging commercial areas, including the revitalization of the Downtown District
- Development and coordination of a plan to enhance the existing commercial corridors and encourage the assemblage of tracts adequate for planned mixed-use redevelopment throughout the City
- Maintenance of the CEDP in coordination with other economic development agencies within the city, state, region, and county, including regular contact and participation with the Joplin Regional Partnership

Primary Duties:

- In partnership with the City and CWEP, provide an annual work plan as a blueprint through which to achieve the vision, mission, and objectives of the CEDP
- Make written monthly reports to the City Administrator and the Carthage Water and Electric Plant General Manager

- Function as coordinator for the City's enterprise zone being the primary liaison between the appropriate parties and the City
- Serve as the contact for the City on economic development prospects, while coordinating with CWEP all communications with Industrial, Manufacturing and Large Consumer prospects
- Timely create all necessary reports and provide all requested information desired by business and industrial prospects
- Develop a prospect list and marketing materials for business recruitment in industrial, manufacturing, service, and retail sectors
- Attend and participate in appropriate trade shows
- Develop business attraction, retention, and expansion strategies, including cluster and target industry analysis
- Facilitate access to and recommend economic incentives for quality job creation and/or tax base enhancement for business and industry
- Work with all industrial prospects in coordination with the City and CWEP
- Regularly communicate and work with the City and CWEP on all aspects of economic development
- Provide support to CWEP economic development efforts to attract and retain significant load generating facilities.

COUNCIL BILL NO. 19-25

ORDINANCE NO. _____

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.

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 Carthage Convention and Visitors Bureau for services in the amount of \$102,000.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

b. Promotional and Marketing Expenses

ad production, design, print, media buys and funds for matching grant projects	<u>\$48,600.00</u>
Total	\$102,000.00

Article II

COMPENSATION AND METHOD OF PAYMENTS

The CVB agrees to perform its obligations hereunder for an annual sum not to exceed one-hundred-two thousand dollars and no cents (\$102,000.00) for items 1, 2 under the Scope of Services, as budgeted and adopted by the City. Further, the City=s compensation to the CVB shall be limited to the amount of actual collections of Lodging Tax receipts remitted to, collected and accounted for, by the City for the fiscal year. Disbursements to the CVB will be payable in twelve (12) equal monthly installments of eight thousand five hundred dollars and no cents (\$8,500.00).

In June, the City will reconcile its disbursements with the actual collections of Lodging Tax receipts for items 1, 2 and 3 under the Scope of Services. The June (final) monthly installment will reflect any adjustments between the actual collections of Lodging Tax receipts and the one-hundred-two thousand dollars and no cents (\$102,000.00).

Article III

CHANGES IN SCOPE OF SERVICES

If at any time during the course of this agreement either party desires to change the scope of services delineated above, a written request will be forwarded to the City Administrator for consideration by the City=s Budget Ways & Means Committee. The decision of the Budget Ways & Means Committee will be forwarded to the full City Council for final disposition of the request.

Article IV

REPORTING

The CVB shall file quarterly written reports, in a format agreed to by the City, with the Carthage City Clerk, reporting on the activities of the Tourism Marketing Program of the Convention and Visitors Bureau. This report shall pertain to the expenditures of the Tourism Marketing Services in its entirety and shall provide information on the use of public funds.

Article V

OTHER

The City shall have access at all reasonable hours to all of the Convention and Visitors Bureau=s plans, contracts, accounting, financial and statistical records pertaining to this agreement derived from the use of public funds. The City shall also have the right to make such inspections and/or audits of the books of the CVB as it shall find necessary to insure compliance with all rules and regulations pertaining to the use of said funds.

The Convention and Visitors Bureau assume full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from any and all liability,

suits, claims, damages, costs (including attorney's fees), arising out of or connected with this contract, notwithstanding any possible negligence whether sole, concurrent or otherwise on the part of the City, are agents or employees

If, through any cause, the CVB shall fail to fulfill in timely and proper manner the CVB's obligations under this contract, or if the CVB shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Carthage Convention and Visitors Bureau of such termination and specifying the effective date thereof, at least five days before the effective day of such termination. City or CVB may, with or without cause, terminate this contract upon 30 days prior written notice. In either such event, all finished or unfinished documents, data, studies, models, photographs, and reports or other materials prepared by the CVB under this contract shall, at the option of the City, become the City's property and the CVB shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the CVB shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of contract by the CVB.

Attest:

Traci Cox, City Clerk
City of Carthage, Missouri

Dan Rife, Mayor
City of Carthage, Missouri

Steve Willis, President
Carthage Convention and Visitors Bureau

Niki Cloud, Executive Director
Carthage Convention and Visitors
Bureau

COUNCIL BILL NO. 19-26

ORDINANCE NO. _____

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

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 Carthage Over 60 Center for services in the amount of \$21,000.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

**CONTRACT FOR SERVICES
BY AND BETWEEN
THE CARTHAGE OVER 60 CENTER INC.
AND THE CITY OF CARTHAGE, MISSOURI
A MUNICIPAL CORPORATION**

THIS AGREEMENT made and entered into this 1st day of July 2019, by and between Carthage Over 60 Center Inc., hereinafter referred to as Center and the City of Carthage, a Municipal Corporation, hereinafter referred to as City.

WHEREAS, there exists a need for a continuing provision of nutrition and support services for the senior citizens of the City of Carthage, and

WHEREAS, the parties to this contract are desirous of defining their rights and obligations in supplying said services and nutrition.

NOW THEREFORE, in consideration of the promises contained herein and in good and valuable consideration exchanged between Center and City, it is hereby agreed to, as follows:

I Center Agrees to:

- (1) Provide such nutrition services as are outlined in this contract with the Area Agency on Aging and in accordance with Federal program guidelines, with these services to be provided at the location hereinafter referred to as facility, this being the Carthage Over 60 Center, located at 404 E Third Street, Carthage, Missouri.
- (2) To employ, train and supervise such employees as it deems necessary for the operation of nutrition and support services at the facility, in accordance with current Administration on Aging requirements.
- (3) To pay for or provide payment for utilities and telephone beginning July 1, 2019 ending June 30, 2020. Said payment shall cover the total cost for all utilities and all telephone expenses at the facility.
- (4) To pay for or provide for all maintenance and janitorial services for the inside of the facility, including all inside equipment and furnishings.
- (5) To not sublet the facility, or part thereof, without written permission of City or as provided within this agreement.
- (6) To provide recreational and support services to include, but not limited to the following: regular blood pressure and eye examination clinics at the facility, dances at the facility, card playing and card tournaments at the facility, and all other such services as may be required by federal regulation and contracts.
- (7) In addition Center agrees to provide, when feasible, such other recreation and support services as may be requested by the senior persons of Carthage through the Center=s Advisory Council.

II City Agrees:

- (1) To make available to Center use of the facility.
- (2) To maintain the structural soundness of the premises and maintain the outside of the building such as, but not limited to, roof, walls, doors and air conditioning

- system.
- (3) To provide for and pay property insurance to cover claims for injuries caused due to the condition of City=s property.
 - (4) To maintain the parking lot area including the plowing of snow from the parking area when necessary and shoveling of snow from walkways at the facility.
 - (5) To provide for lawn mowing at the facility.

III City and Center Further Agree:

- (1) To recognize the duly elected Advisory Council as the formal advisory body of senior citizens in matters including the building, nutrition program, recreation and support services. The City and Center will have representatives present at regular meetings of the Advisory Council and seriously consider all requests and recommendations from this advisory group.
- (2) Scheduling of activities at the facility shall be handled in the following manner:
 - a) Center shall handle all scheduling of events and activities at the facility. Priority in scheduling will be given in the following order:
 - (1) Center sponsored senior citizen activities
 - (2) Other senior citizen activities
 - (3) City government sponsored activities
 - (4) Private group or organization activities (non-senior)
 - b) The facility shall be made available to community groups when not previously scheduled and in accordance with the priority listing in Section III, 2., (a) above. The parties involved recognize the requirement that the facility remain a community building, with priority given to senior citizens, but open to other groups.
 - c) Charges for use of the facility by non-senior private groups or activities may be levied in order for Center to defray the additional cost of utilities used by outside groups. Any such charges, as well as other rental policies, e.g., clean-up policy, hours, availability of keys, etc., shall be determined by the Advisory Council in conjunction with the City.
- (3) In consideration of the services to be rendered hereunder to the City, the City agrees to pay on behalf of the Center, a sum not to exceed twenty-one thousand dollars and no cents (\$21,000.00) appropriated by the annual budget of the City, which shall be used to pay utility costs for water, electric, sewer and gas bills monthly. Individual utility services shall be billed to the Center which in turn will be submitted to the City for payment up to the amounts indicated above. Any amounts above those indicated are to be the responsibility of the Center.

- (4) Center agrees that all persons working for Center under this Agreement shall be employees of Center and in no way shall be considered as employees of City, notwithstanding common inter-organizational interests. In this connection, should any liability arise under the Worker=s Compensation provision of the State of Missouri due to injury of an employee of Center, the same shall be the sole responsibility of Center. It is understood that Center shall indemnify and hold harmless City from any and all claims, suits, demands and actions related to the operation of Center=s programming. Notwithstanding the provisions of Missouri Law and the protection which said law provides to persons who serve as members of policy bodies responsible for the governance of not-for-profit organizations, Center, as deemed appropriate by its Advisory Council, is authorized to insure itself, its Officers, Directors and Staff, against liability claims.

IV TERM OF AGREEMENT:

This agreement shall be deemed to have taken effect July 1, 2019 and shall terminate as of June 30, 2020. This agreement shall be binding upon the parties hereto, and their successors.

CITY OF CARTHAGE

By: _____
Dan Rife,
Mayor

ATTEST:

Traci Cox, City Clerk

Carthage Over 60 Center

By: _____

COUNCIL BILL NO. 19-27

ORDINANCE NO. _____

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.

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 an agreement with the Carthage Humane Society for animal control for the fiscal year 2019-2020, a copy of which is 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 JUNE, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

CONTRACT

CONTRACT

THIS AGREEMENT entered in to this ___ day of _____ 20 ___, by and between the **City of Carthage, Missouri**, hereinafter referred to as "Government" and the **Carthage Humane Society**, a corporation organized under the laws of the State of Missouri, hereinafter referred to as "CHS."

WITNESSETH:

WHEREAS, the CHS operates and animal shelter at which it receives, cares for, and disposes of animals; and

WHEREAS, the Government may, in enforcement of its duties with respect to animal control in its jurisdiction through an animal control officer, law enforcement officer, or health official, from time to time pick up various small animals which may be sheltered, fed, and disposed of; and

WHEREAS, residents of the Government may bring small animals to CHS or to the County for transport to CHS, and CHS provides care for these animals for the benefit of the Government.

WHEREAS, the CHS and the Government desire to enter in to an agreement of mutual benefit.

NOW THEREFORE, in exchange of the premises contained herein and in good and valuable consideration exchanged between CHS and the Government, the parties hereto do mutually agree to the following:

1. CHS agrees to receive at its Shelter all live or dead dogs, cats, or similar small domestic animals found within Government's jurisdiction, which are delivered to and by any employee of Government, from and after the effective date of this Contract; and to shelter, feed, and care for, and dispose of said animals as provided for in this contract. CHS reserves the right to refuse animals due to overcrowding as defined by Department of Agriculture housing standards or other emergency including, but not limited to communicable disease outbreak or loss of heating/cooling during extreme weather conditions as defined by the Department of Agriculture temperature standards.
2. The CHS shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for, protect, and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to CHS by Government shall be kept and sheltered in accordance with policies set by CHS per Department of Agriculture guidelines.
3. Animals quarantined for rabies shall be sheltered by CHS or at a veterinary hospital and subsequently transferred to CHS and shall be kept for a period pf time as

determined by CHS, but not less than ten (10) days. Said rabies suspect animals shall be released only after payment of veterinary and/or confinement fees at CHS upon authorization by Government. CHS shall be compensated at the rate of Fifteen and 00/100 (\$15.00) dollars per day of confinement. Further, Government shall reimburse CHS the cost of preparation of the specimen for rabies examination, delivery of any said specimen to a health department courier or to the Missouri Department of Health, in an amount not to exceed Twenty-six and 87/100 (\$26.87) dollars per specimen. In addition, Government shall reimburse CHS for animals confined by Government for their vicious propensity, pending court cases, owner arrested or owner hospitalized as a rate of Fifteen and 00/100 (\$15.00) dollars per day. In addition, in the event CHS incurs any veterinary costs due to an injured or sick animal delivered by Government, CHS shall bill the cost of such veterinary care to the Government. All reimbursements to CHS by Government will be billed monthly with regular monthly invoice to Government.

4. CHS shall make every reasonable effort to determine the ownership of all animals delivered to its shelter under the term of hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions that need to be met to regain custody of such animals.
5. CHS shall keep a daily log, in a mutually agreed format, of each animal delivered to and by Government under the terms of this agreement, and each animal shall be identified on such log by some descriptive means at the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Said log shall be open to the inspection by Government at all reasonable times.
6. FEE ADJUSTMENT: Fees as provided in this agreement to be charged to the Government pursuant to this Agreement may be adjusted based upon CHS's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index for all Urban Consumers (CPI-U) in the Midwest, utilizing the most recently available 12-month period index from the previous year. In the event an adjustment to documented cost is warranted, CHS shall provide written notice thereof, no later than November 1st of each year. Government shall have (30) days to review and request any documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.
7. Dead animals will be accepted for a fee of Twenty and 00/100 (\$20.00) dollars per animal. CHS will not accept stray animals from citizens of Government unless brought to CHS by a Government animal control officer or other authorized agent, or unless Government authorized agent gives prior approval for the citizen to relinquish such

animal. CHS will bill Government monthly for any additional services provided herein in sufficient detail so that Government may verify charges.

8. In consideration of the services to be rendered hereunder to the Government, Government agrees to pay CHS the yearly sum of Thirty-three thousand and 00/100 (\$33,000.00), appropriated by the annual budget of the Government, which shall be paid in monthly payments of Two thousand seven hundred and fifty and 00/100 (\$2,750.00) dollars per month, during the time that this agreement is in force and effect.
9. CHS agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Carthage Humane Society Board of Directors. CHS shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. CHS shall make the Shelter Facilities available during regular business hours for inspection by Government, if requested, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.
10. CHS agrees to receive at its Shelter, Monday through Saturday, 9:00am CST to 4:00pm CST all live dogs, cats, or other small, domestic animals as set forth in this Agreement. CHS agrees to shelter, feed, and care for said animals, without charge to the Government, for any routine animal care services that may be incurred by CHS in providing the services set forth herein. All dogs and cats upon intake will receive core vaccinations as required by the Missouri Department of Agriculture. The Government agrees to pay, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of the animal. Extraordinary animal or veterinary care outside of normal preventive care applies to either euthanasia or care provided to an animal that has a good prognosis as determined by the attending Veterinarian, and the animal will be readily adoptable.
11. Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following manner:
 - a. Either party, at any time, upon one hundred and eighty (180) days written notice, may terminate this Agreement;
 - b. If CHS fails to comply with the terms of this Agreement, the Government may terminate this Agreement by providing ten (10) days written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the Government shall be entitled to terminate this agreement. The Government shall be liable only for costs incurred to and until the effective date of termination.
12. CHS agrees to provide the Government with written quarterly financial statements in a timely manner upon request.

13. This Agreement may be amended at any time by writing approved by Government and CHS.
14. This Agreement shall be binding upon the parties' successors and assigns.
15. This Agreement shall be automatically renewed for successive calendar years unless terminated in writing, by either party, or at least thirty (30) days prior to the beginning of any calendar year.
16. The Government will appoint a City Liaison from the City Council to attend all meetings of the CHS Board. The Liaison will serve as a channel for communication between CHS and the Government for establishing and maintaining mutual understanding of programs; to provide input to the work of CHS when necessary; and communicates CHS' needs and preferences to the Government.

Signed this ___ day of _____ 20___.

By: _____

Government Signature

Government Printed Name

ATTEST:

By: _____

Carthage Humane Society (CHS) Signature

Carthage Humane Society (CHS) Printed Name

COUNCIL BILL NO. 19-28

ORDINANCE NO. _____

An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board.

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

SECTION I: The utility rate adjustments for electric, water and wastewater services recommended by the Carthage Water & Electric Board, which are attached hereto and incorporated herein by reference as if set forth in full, are hereby authorized to be in effect beginning July 1, 2019.

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

PASSED AND APPROVED THIS _____ DAY OF June 2019.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
RESIDENTIAL SERVICE**

AVAILABILITY:

This rate is available by contract for single-phase 120/240 volt service to a single family dwelling through one meter for domestic use, and to separate structures on the same parcel of land, so long as these additional structures are not used for commercial purposes.

ENERGY CHARGE:

For all kWh used per month, per kWh	\$0.09456
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MONTHLY CUSTOMER CHARGE:

Residential Service (single family dwelling)	\$16.00
Residential Service (additional structures)	\$25.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fee (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. The use of motors not exceeding five horsepower will be permitted hereunder; provided, however, that motors of one horsepower and over must be connected for 240 volts, and provided further that simultaneous starting of motors totaling over five horsepower will not be permitted except that operation of air conditioners with a nominal manufacturer's rating of up to and including five ton capacity will be permitted under the further provision that not more than five tons (manufacturer's nominal rating) may be started from a single control. Equipment characterized by severe or fluctuating demands will not be permitted under this rate schedule. Service is for the exclusive use of the customer and shall not be resold or shared with others. Carthage Water & Electric Plant maintains sole discretion to determine which services will be billed under this rate.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:	
For the first 5000 kWh used per month, per kWh	\$0.08156
For all additional kWh used per month, per kWh	\$0.07266
For Non-Demand Meters:	
For the first 5000 kWh used per month, per kWh	\$0.09506
For all additional kWh used per month, per kWh	\$0.07856

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$30.00
Three-Phase Service	\$85.00

MONTHLY DEMAND CHARGE:

For the first 10 kW of billing demand, per kW:	No Charge
Over 10 kW of billing demand, per kW:	\$7.85

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. The above undiscounted rates apply to secondary service. Primary service discounts shall apply to those customers who own their own transformation facilities (see Primary Service schedule and associated Conditions of Service). The General Service rate was developed assuming those customers who do not own their own facilities will be metered on the low side of the transformer and receive no discount. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PRIMARY SERVICE**

AVAILABILITY:

The primary rate shall apply to those customers who own their own transformation facilities.

ENERGY CHARGE:

For the first 5,000 kWh used per month, per kWh	\$0.08516
For the next 195,000 kWh used per month, per kWh	\$0.06056
For the next 300,000 kWh used per month, per kWh	\$0.05366
For all additional kWh used per month, per kWh	\$0.05216

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$7.43
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MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$30.00
Three-Phase Service	\$90.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. Primary Service rates shall apply to those customers who own their own transformation facilities. Those who do own transformation facilities will be metered on the high side of the transformer and will accordingly be eligible for the Primary Service rates in this tariff. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:	
For the first 5000 kWh used per month, per kWh	\$0.05709
For all additional kWh used per month, per kWh	\$0.05086
For Non-Demand Meters:	
For the first 5000 kWh used per month, per kWh	\$0.06654
For all additional kWh used per month, per kWh	\$0.05499

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$21.00
Three-Phase Service	\$59.50

MONTHLY DEMAND CHARGE:

Effective 7/1/2019:	
For the first 10 kW of billing demand, per kW:	No Charge
Over 10 kW of billing demand, per kW:	\$5.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Municipal General Service rates are based on General Service rates, discounted 30%. Billing demand shall be based on the current monthly peak. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL STREET LIGHTING & TRAFFIC SIGNALS SERVICE**

ENERGY CHARGE:

All kWh used per month, per kWh	\$0.04078
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$15.00
Three-Phase service	\$42.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

This rate is based on General Service rates, discounted 50%. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
AREA LIGHTING**

AVAILABILITY:

This rate is available to consumers using Carthage Water & Electric Plant's electric service.

UNIT CHARGE:

53 LED, 60 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, metered, monthly charge	\$3.51
53 LED, 60 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, unmetered, monthly charge	\$8.92
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, metered, monthly charge	\$7.14
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge	\$17.79
105 Watt Flood, metered, monthly charge	\$9.25
105 Watt Flood, unmetered, monthly charge	\$11.50
185 Watt Flood, metered, monthly charge	\$11.25
185 Watt Flood, unmetered, monthly charge	\$15.00
390 Watt Flood, metered, monthly charge	\$11.50
390 Watt Flood, unmetered, monthly charge	\$19.25

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires a new pole	\$88.55
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PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using the Department's standard street lighting or floodlighting fixtures bracket mounted on Department-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by Department street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL AREA LIGHTING**

AVAILABILITY:

This rate is available to City of Carthage departments for area lighting.

UNIT CHARGE:

53 LED, 60 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, metered, monthly charge @ \$3.51, discounted 30%	\$2.46
53 LED, 60 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, unmetered, monthly charge @ \$8.92, discounted 30%	\$6.24
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, metered, monthly charge @ \$7.14, discounted 30%	\$5.00
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge @ \$17.79, discounted 30%	\$12.45
105 Watt Flood, metered, monthly charge @ \$9.25, discounted 30%	\$6.48
105 Watt Flood, unmetered, monthly charge @ \$11.50, discounted 30%	\$8.05
185 Watt Flood, metered, monthly charge @ \$11.25, discounted 30%	\$7.88
185 Watt Flood, unmetered, monthly charge @ \$15.00, discounted 30%	\$10.50
390 Watt Flood, metered, monthly charge @ \$11.50, discounted 30%	\$8.05
390 Watt Flood, unmetered, monthly charge @ \$19.25, discounted 30%	\$13.48

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires new pole @ \$88.55, discounted 30%	\$61.99
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PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using the Department's standard street lighting or floodlighting fixtures bracket mounted on Department-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by Department street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
SPORTS FIELD LIGHTING AND CORPS OF ENGINEERS
APPROVED FLOOD CONTROL AREAS**

AVAILABILITY:

This rate is available by contract to non-commercial institutions within the city limits of Carthage for Sports Field lighting and Corps of Engineers approved Flood Control areas.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.08156
For all additional kWh used per month, per kWh	\$0.07266

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No Charge
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$30.00
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PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL SPORTS FIELD LIGHTING**

AVAILABILITY:

This rate is available by contract to City Departments within the city limits of Carthage for Sports Field lighting.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.05709
For all additional kWh used per month, per kWh	\$0.05086

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No charge
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$21.00
Three-Phase Service	\$59.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within of this rate book.

CONDITIONS OF SERVICE:

Municipal Sports Field Lighting rates are based on Sports Field Lighting and Corps of Engineers Approved Flood Area rates, discounted 30%. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
TEMPORARY ELECTRIC SERVICE**

AVAILABILITY:

This rate is available for single phase 120/240 volt temporary service for construction or other temporary purposes.

ENERGY CHARGE:

For the first 100 kWh used per month, per kWh	\$0.22156
For all additional kWh used per month, per kWh	\$0.15256

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$17.42
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SETUP CHARGE:

Temporary electric service setup charge	\$64.61
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PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PARALLEL GENERATION SERVICE**

AVAILABILITY:

This schedule is available for service to customers who generate part, all or more than their requirements, only by special contract stipulating conditions of service and customer interconnection equipment.

NEW RATE:

Power and energy sold to customer shall be billed at the applicable General or Primary Service rates except that the Billing Demand shall be the maximum 15 minute measured demand in the past thirty-six months, adjusted for power factor. Energy delivered to the Department by the customer shall be purchased at a rate per kWh equal to that month's per kWh charge to CW&EP for Sikeston Power Plant energy; if there should be no Sikeston energy billing because of plant outage or other reasons, then this rate will be based on the weighted-average energy cost for the month.

MINIMUM MONTHLY BILL:

The minimum bill shall be the Billing Demand.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective January 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PURCHASE POWER ADJUSTMENT**

The purpose of this rate is to accurately recover from customers the cost of wholesale electric energy purchased and generated more than the cost forecasted by Carthage Water & Electric Plant in conjunction with electric service rates. The actual cost of wholesale electric energy purchased and generated above the forecasted amount shall be billed as a Purchase Power Adjustment (PPA) determined by multiplying the billed kWh for the current month times a Purchase Power Adjustment Factor (PPAF). The calculation of the PPAF is as follows:

$$PPAF = A \times 1/(1-B)$$

Where:

PPAF = Purchase Power Adjustment Factor to be made per kWh billed

A = The amount in cents or fraction thereof by which the average cost of power per kWh paid by the utility to purchase or generate energy during the previous twelve months for which kWh is billed exceeds or is less than \$0.05346 per kWh

B = The average percentage of power losses expressed decimally for the previous twelve months as shown in the production and disposition analysis.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
RESIDENTIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to residential consumers living in single family dwellings.

NET RATE:

For the first 1 hundred cubic feet (CCF) used per month, per CCF	\$2.55
For all additional CCF used per month, per CCF	\$2.55

MONTHLY CUSTOMER CHARGE:

Residential Customer Charge	\$10.23
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SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
COMMERCIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to consumers not living in single family dwellings.

NET RATE:

For the first 1 hundred cubic feet (CCF) used per month, per CCF	\$2.58
For the next 99 hundred cubic feet (CCF) used per month, per CCF	\$2.58
For all additional CCF used per month, per CCF	\$2.58

MONTHLY CUSTOMER CHARGE:

Commercial Customer Charge	\$23.63
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SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others without prior written approval from CW&EP.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
WASTEWATER SERVICE**

APPLICABILITY:

This rate applies to all accounts served by the sanitary wastewater system of the City of Carthage, MO. The rate is based upon consumption of water from the municipal water system with provisions for modifications in those accounts for which the use of municipal water is not a reasonable measure of the use of the wastewater system. For all non-residential usage, these rates are based upon actual month-to-month water consumption. For residential users, these rates are based upon the average water consumed during the months of December, January, February, and March. New residential accounts which have not established usage over these four months will be billed their month-to-month water usage until a complete, consecutive four-month billing base is established during the months of December, January, February and March. The definition of residential users, for Wastewater charges only, includes single-family dwellings, multiple-family dwellings, trailer courts, apartment houses and any other residential-type complex.

NET RATE:

For the first 1.33 hundred cubic feet (CCF) of water used per month, per CCF	\$1.83
For all additional CCF of water used per month, per CCF	\$1.83

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$17.50	3" meter	\$28.90
1" meter	\$19.30	4" meter	\$33.60
1 1/2" meter	\$21.70	6" meter	\$43.20
2" meter	\$24.10		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

For customers not using CW&EP water, but using the wastewater service, monthly fees are as follows:

Up to 1,500 sq ft dwelling	\$24.92
1,500 to 2,500 sq ft dwelling	\$32.21
Over 2,500 sq ft dwelling	\$37.68

NOTE: One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
CITY ORDINANCE APPROVED OUTSIDE OF CITY CONSUMERS**

APPLICABILITY:

This rate applies to accounts served by the sanitary wastewater system of the City of Carthage, MO, outside City limits, pursuant to City ordinance approval.

NET RATE:

For the first 1.33 hundred cubic feet (CCF) of water used per month, per CCF	\$1.92
For all additional CCF of water used per month, per CCF	\$1.92

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$17.50	3" meter	\$28.90
1" meter	\$19.30	4" meter	\$33.60
1 1/2" meter	\$21.70	6" meter	\$43.20
2" meter	\$24.10		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

EXTRA STRENGTH CHARGES (IF APPLICABLE):

Extra strength sewage charges may also be applicable as determined by the sampled strength of the discharge.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include any franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

PERMITS REQUIRED:

Service under this tariff may be subject to issuance of a wastewater permit pursuant to City Ordinance #6002.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
PAYMENT IN LIEU OF TAX**

APPLICATION:

This rider shall apply to all Electric, Water and Wastewater billings to customers located within the City of Carthage except for City or City department accounts.

RATE:

Charge amount shall be 3.5% of the applicable service charges. Such payment in lieu of tax shall not exceed \$100 per month, per metered account.

Effective January 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
SERVICE CHARGES**

SERVICE PERFORMED:

Service - Connect - during office hours	\$30.00
Service - Connect - after office hours	\$75.00
Electric Service - Disconnect - at the pole	\$125.00
Electric Service - Reinstate - at the pole	\$125.00
Electric Service - Disconnect - at the pole - after hours	\$210.00
Electric Service - Reinstate - at the pole - after hours	\$210.00
Service - Non-Payment Reinstate - during office hours	\$30.00
Service - Non-Payment Reinstate - after office hours	\$75.00
Service call due to Meter Tampering	\$70.00
Service charge for return check	\$25.00
Set portable watthour meter	\$30.00

WATER AND WASTEWATER SERVICES

1" Service:	Tap only by CWEP personnel CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	\$500.00
2" Service:	Tap only by CWEP personnel CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	\$1,000.00
4" Service or larger:	Charge based on actual labor, overhead and material on a per-connection basis	
Temporary Meters:	Deposit:	\$1,000.00
	Fee for CWEP to set meter:	\$50.00
	Deposit will be refunded if meter is returned in proper working order. Any damage will result in the cost of any replacement parts deducted from the deposit up to the entire amount of the deposit.	
Frontage Fee:	Water: \$50 per foot of water service available. Wastewater: \$50 per foot of wastewater service available.	

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
LATE PAYMENT PENALTY**

Customer account balances not paid by the past due date specified on the bill will be assessed a 10% late payment penalty charge. Penalty charges will not be assessed on balances previously penalized.

If a due date falls on a weekend or holiday, payments will be accepted without a late fee on the following business day.

CW&EP will accept, without penalty, payments received in the mail and drop box prior to the start of business on the first business day following the past due date specified on the bill.

Effective July 1, 1994
Updated August 21, 2003

**CARTHAGE WATER & ELECTRIC PLANT
MISSOURI WATER PRIMACY FEE**

Rule 10 CSR 60-16.010 Levy and Collection of the Missouri Primacy Fee requires collection of a fee from all customers of public water systems based on the size of the water system and the customer's meter size. These fees are collected monthly and remitted to the Department of Natural Resources of the State of Missouri.

	<u>AMOUNT</u>
Water System service monthly connection fees are as follows:	
Unmetered customers and customers with a meter less than or equal to one inch	\$0.23
More than one inch and less than two inches	\$0.62
More than two inches and less than four inches	\$3.43
More than four inches	\$6.87

*Enacted September 1, 1992
Updated September 1, 2006*

**CARTHAGE WATER & ELECTRIC PLANT
ECONOMIC DEVELOPMENT RIDER**

Purpose:

The purpose of this economic development rider is to encourage industrial development in the Carthage Water & Electric Plant (CWEP) service territory.

Definitions:

1. Annual Load Factor: The annual load factor applicable to the customer shall be determined by the following relationship:
Load Factor:
$$\frac{\text{Annual Energy (kWh)}/\text{Hours in Year}}{\text{Average Billing Demand (kW)}}$$
2. Average Billing Demand: The sum of monthly electric billing demands divided by the number of months. For calculation of annual load factor, the twelve most recent billing demands are applied, unless fewer than twelve months are available or practical, in which case the most recent available billing demands shall be applied.
3. Month: The term "month" or "monthly" refers to the billing month as determined by CWEP.
4. New Industrial Customer: A customer in CWEP's service territory utilizing new facilities which result in new load.
5. New Load: The term "new load" refers to the amount of load that is added to CWEP's system after a date defined by contract.

Availability:

Electric service under this rider is only available to new industrial customers otherwise qualified for service under the Primary Service Rate and the General Service Rate and who make application for service.

For purposes of this rider, an industrial customer is defined as any business primarily engaged in the manufacturing or processing of a product for sale or resale or any other similar industrial-related activities as may be determined by CWEP.

Applicability:

Upon the written request of the customer and acceptance by CWEP, the provisions of this rider will be applicable to customers who meet the following qualifications:

- 1) The monthly billing demand of the new customer is reasonably projected to be at least 200 kW within two years of the new customer first receiving service.
- 2) The annual load factor of the new customer is reasonably projected to equal or exceed an annual load factor of 50% within two years of the new customer first receiving service from CWEP.
- 3) If, as determined by CWEP, the new customer load fails to meet the applicability criteria at the end of the two-year projection period starting with the first month's application of the incentive discount provisions, CWEP may terminate the application of the provisions for the remaining years of the discount period.
- 4) Once a customer achieves 200 kW of monthly billing demand, the customer must maintain an average billing demand of 200 kW and an average load factor of 50%, as determined by CWEP, to continue to be eligible for this rider.

Written requests for service under this rider shall be accompanied by sufficiently detailed information to enable CWEP to determine whether the new customer is reasonably expected to meet the above criteria. All written requests for service under this rider will be considered by CWEP; however, requests which do not conform to the purpose and availability of this rider will not be approved.

Monthly Incentive Credit:

Under this rider, the customer will receive a bill credit which is determined as a percentage of all otherwise applicable demand charges for all kW of demand billing:

First Contract Year:	25%
Second Contract Year:	20%
Third Contract Year:	15%
Fourth Contract Year:	10%
Fifth Contract Year:	5%
Sixth Contract Year:	0%

Termination:

Failure of the customer to meet or maintain any of the applicable criteria of this rider or the terms of any applicable service contract may lead to termination of the contract and the application of this rider. If CWEP determines that the customer is non-compliant, the customer will be notified within thirty days of the determination and credits available in this rider will no longer apply to future bills.

Effective July 1, 2019

COUNCIL BILL NO. 19-29

ORDINANCE NO. _____

An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2019 to June 30, 2021.

**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 extend the current contract with Anderson Engineering to include a new contractual term effective July 1, 2019 through June 30, 2021, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Works Committee

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract, made and entered into this _____ day of _____ 2019, by and between the City of Carthage, Missouri ("City"), and Anderson Engineering, Inc., ("Engineer");

WITNESSETH: THAT WHEREAS, the City desires to employ Engineer to provide City Engineering services from July 1, 2019 to June 30, 2021 and,

WHEREAS, Engineer, a professional engineering firm, possesses the experience to perform these services;

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter for engineering services, the parties hereto do hereby agree as follows:

1. RESPONSIBILITY OF ENGINEER: The City and Engineer agree to the following provisions in relation to Basic Services that Engineer will provide to the City. Additionally, Engineer will maintain an office in Carthage, Missouri, staffed by a Missouri Licensed Professional Engineer(s), chosen by Engineer. Staffing and hours of operations of the office will be established between Engineer and the City based on the needs and requirements of the City for on-going engineering support and the evaluation by Engineer of providing said services.

2. BASIC SERVICES: The City agrees to engage the services of Engineer and Engineer agrees to perform the services set forth in this contract and any corresponding attached Addendum(s). Engineer's Basic Services will include, but not be limited to:

- preparation of all plans, specifications, cost estimates, contract documents, and construction inspection on public improvement projects authorized by the City;
- offer suggestions on public improvements;
- confer with the City on requests on such engineering problems as may arise and provide oral and written advise on same;
- coordinate all consulting engineers and architects engaged by the City during the term of the contract;
- assist in the supervision of the planning functions of the City knowing the City is seeking to have a pro-active approach to planning rather than a reactive approach to problems as they occur;
- be responsible for issuing professional opinions and certifying the same with its seal;
- supervise the preparation of project budgets and estimates of probable costs on public improvement projects;
- function in the capacity as the City Engineer for daily engineering concerns
- general consulting assistance (including capital improvement planning);
- attending city meetings and public hearings (when required by the City);
- participating in regulatory negotiations;
- providing project site visits;
- any other non-design related work whether or not such services are fully defined or identified.
-

With approval of the City, these Basic Services will be billed on a time and material basis unless specifically and mutually agreed to in writing by both the City and Engineer. These charges shall be according to the Professional Rate Schedule attached to this Contract, designated as Carthage Fee Schedule #2019-21. Upon request of the City, the Engineer will designate the time required for each function as billed under said rate schedule.

3. TERM AND ANNUAL REVIEW: The term of this contract shall be as stated herein. The City's designated representative and Engineer shall meet annually to review the performance of Engineer under the terms of this contract. Upon completion of this annual

review, both parties may mutually agree to renew the agreement for an additional two-year increment.

4. TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party. This contract may be terminated by the City for its convenience upon thirty (30) days prior written notice to the Engineer. In the event of termination, as provided in this section, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 19 of this contract. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and that other information and materials as may have been accumulated by the Engineer in performing the services included in this contract, whether completed or in progress.

5. FORCE MAJEURE: Neither party shall be liable for its failure to perform acts required under this Contract in the event that either party is delayed or hindered in or prevented from the performance of such acts by reason of strikes, lockouts, labor troubles, inability to procure materials, land acquisition difficulties, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a like nature not the fault of the party delayed in performing acts required under the terms of this Contract.

6. CITY'S RESPONSIBILITIES: The City shall timely furnish, at the City's expense, all information, requirements, reports, data, computer data files, survey field notes, surveys and instructions which pertain to completion of the Basic Services described above. Engineer may use such information, requirements, reports, data, surveys and instruction in performing its services and may reasonably rely upon the accuracy and completeness of all information furnished by or on behalf of the City without need for verification, unless specifically requested by the City.

7. CITY OWNERSHIP OF PLANS, REPORTS, WORK PRODUCT: The City shall retain ownership of all plans, reports, and other work products prepared by the Engineer as a result of work done on behalf of the City so long as the Engineer has been paid for such work in accordance with the terms of this agreement.

8. AUTHORIZED PROJECT REPRESENTATIVES: The City and Engineer have designated the following specific individuals to act as City's and Engineer's representatives with respect to the services performed under this contract. These individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

CITY'S REPRESENTATIVE
Director of Public Works
623 E. 7th Street
Carthage, MO 64836

ENGINEER'S REPRESENTATIVE
Jason Eckhart, PE
1745 S. Garrison
Carthage, MO 64836

During the term of this contract the City shall have the right to request that representative be replaced as a result of incompatibility or dissatisfaction with said representative. When, and if, such request is made in writing, specifying the reasons therefore, Engineer shall comply with such request within a reasonable time. Engineer will be given a reasonable amount of time to comply and shall supply the services included in this contract with interim qualified personnel while a search for a replacement is being pursued.

9. DOCUMENT REVIEW: When requested, Engineer will review and provide written response on:

- Legal Descriptions for City Boundaries, annexations, easements and other public property documents.
- Developer submittals for subdivision plats and improvements.
- Plans and specifications prior to the issuance of City building permits.
- Plans and specifications for City construction contracts.
- Technical content of inter-municipal agreements for capital improvements, maintenance, scheduling, or other infrastructure matters, with the City Attorney.

10. MEETING ATTENDANCE: Engineer, will attend meetings as requested, including regularly scheduled City Council Meetings. An Engineer representative will provide technical assistance at meetings on matters that require a Professional opinion, project change orders, project pay requisitions, etc.

11. STUDIES AND RECOMMENDATIONS: At City's request, Engineer may perform minor studies and develop recommendation for the City on matters relating, but not limited to, storm drainage improvements and corrections, water and sewer line extensions, street programs, and other City identified needs as specified by the City. These may be separated into Addendum(s) to this contract and a separate price determined therefore. Engineer will provide services to develop, monitor and administer any Capital Improvement budgeted by the City. Any of the Capital Improvements may be separated into an addendum to this contract and a separate price determined therefore. When, or if, in the opinion of Engineer, the requested study requires other technical abilities or more personnel than is available at the office specified in this contract, Engineer shall so notify the City. If needed, a separate proposal for the work will be prepared and submitted for approval by the City.

12. CITY CODE ENFORCEMENT: Engineer will provide support as requested to the Code Enforcement Officer.

13. ZONING REVIEW: Engineer will perform such planning and zoning functions as requested by the City.

14. BUILDING SAFETY AND CONDEMNATION:

Engineer, when requested, will perform inspections of buildings for structural integrity and habitability and provide a written report which will result in notice to property owners indicating required remedies and time allotted for such repairs or demolition. Engineer will attend hearings, and communicate with appropriate City Officials concerning such incidents.

15. PAYMENT FOR SERVICES RENDERED: Compensation for services shall be at the current hourly rates according to the Professional Rate Schedule attached to this contract. All Reimbursable Expenses (out-of-pocket expenses, such as printing, blueprinting, travel expenses, lodging, mileage, long distance phone charges, delivery charges, etc.) and sub-consultant costs will be invoiced in addition to the compensation set forth heretofore. Applicable mileage and meal charges will be paid by the City in the event Engineer is requested to attend out of town meeting, seminars, etc., on behalf of the City. Reimbursable expense and sub-consultant costs will be invoiced at actual cost. Invoices will be processed and submitted for payment monthly. Engineer agrees to keep sufficient records of time spent on services for the City. Such records shall include a record of which division of City used said services.

16. ASSIGNMENT: Neither party to this Contract shall transfer, sublet or assign any rights or interest in this Contract (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by Engineer shall not be considered an assignment for

purpose of this Contract.

17. LIABILITY AND INDEMNITY: The parties mutually agree to the following: In no event shall the City be liable to Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors') violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing. Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due to its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

18. INSURANCE: The Engineer shall secure and maintain the following insurance policies: Worker's Compensation Insurance for all of its employees to be engaged in work under this contract, in the amount required by statute.

General Commercial Liability Insurance in an amount not less than \$2,000,000.00 for all claims arising out of a single occurrence and \$1,000,000.00 for any one person in a single accident or occurrence as set forth in RSMo Section 537.610 and as it may be hereafter amended from time to time, except for those claims governed by the provisions of the Missouri Workers' Compensation Law, Chapter 287, RSMo. Coverage shall include contractual liability, and independent contractor liability.

Automobile Liability Insurance in an amount not less than \$1,000,000.00 for all claims arising out of a single occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.

Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of \$3,000,000.00 per claim and \$5,000,000.00 aggregate and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one (1) year after completion and acceptance by the City of the construction of the project.

Notice. The Engineer shall furnish the City prior to beginning the work; satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified, or non-renewed without thirty (30) days written notice to the City.

19. NOTICES: All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to the City and Engineer at the address shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

PASSED AND APPROVED by the City Council of the City of Carthage, Missouri this _____
day of _____, 20__.

CITY OF CARTHAGE, MISSOURI

MAYOR

ATTEST:

CITY CLERK

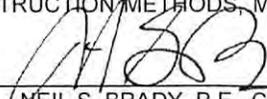
ANDERSON ENGINEERING, INC.

JASON ECKHART, PE
PRESIDENT

CARTHAGE FEE SCHEDULE

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY:


 NEIL S. BRADY, P.E., CEO

EFFECTIVE: 07/01/2019 thru 6/30/2021

PERSONNEL (HOURLY RATES):

PRINCIPAL	\$160.00	ONE MAN SURVEY CREW	\$91.00
PROGRAM MANAGER	\$144.00	TWO MAN SURVEY CREW	\$116.00
PROJECT MANAGER	\$130.00	THREE MAN SURVEY CREW	\$154.00
PROJECT ENGINEER	\$116.00	FOUR MAN SURVEY CREW	\$192.00
ASSOCIATE ENGINEER	\$97.50	LANDSCAPE ARCHITECT	\$90.00
DESIGN ENGINEER	\$78.00	GIS DIRECTOR	\$120.00
PROJECT DESIGNER	\$103.00	GIS MANAGER	\$90.00
SENIOR DESIGNER	\$92.00	GIS ANALYST	\$79.00
DESIGNER III	\$83.00	GIS SPECIALIST	\$68.00
DESIGNER II	\$75.00	GIS TECHNICIAN	\$63.00
DESIGNER	\$67.00	IBC FIRESTOP INSPECTOR	\$76.00
PROJECT COORDINATOR	\$74.00	DRILLING COORDINATOR	\$103.00
SURVEY MANAGER	\$123.00	PROJECT REPRESENTATIVE III	\$78.00
PROJECT SURVEYOR	\$90.00	PROJECT REPRESENTATIVE II	\$74.00
ASSOCIATE SURVEYOR	\$81.00	PROJECT REPRESENTATIVE I	\$56.00
TECHNICIAN IV – SURVEY/LAB SPECIALIST	\$78.00	STRUCTURAL STEEL INSPECTOR	\$60.00
TECHNICIAN III – SURVEY/SENIOR LAB	\$63.00	AWS CERTIFIED WELD INSPECTOR	\$60.00
TECHNICIAN IIs – SURVEY	\$52.00	ASNT TC-1A ULTRASONIC, MAG	
TECHNICIAN II – LAB	\$46.00	PARTICLE & DYE TESTING - LEVEL II	\$73.00
TECHNICIAN I – SURVEY/LAB AIDE	\$38.00	ADMINISTRATIVE ASSISTANT	\$39.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	\$0.64/MILE	GPS	\$278/DAY
VEHICLE (SUBURBAN & 1 TON+)	\$0.70/MILE	ROBOTIC TOTAL STATION	\$257.50/DAY
WATER TRUCK	\$77/DAY + \$0.70/MILE	DRONE	\$410/DAY
LASER SCANNING	\$410/DAY	COPIES	\$0.10/EACH
MOBILE LIDAR	\$1000/MILE (\$5,000 MIN)	PRINTING PLANS	\$0.51/SF + TECH TIME

REIMBURSABLES:

(COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAYS, SUNDAYS, AND HOLIDAY WORK):

1.5 TIMES THE HOURLY RATE.

HOURLY RATES:

APPLY TO MEETING AND TRAVEL TIME.

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE.

MINIMUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICKUP.

HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1 1/2 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGE.

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

June 2019

Appeals Board

5 Year Term – 5 Members – Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Ron Hitchcock	793-1635	13247 Elm Road	5/12/2009	Jun-24
A.W. McKinney	358-7133	706 Euclid Blvd	9/12/2000	Jun-24

Carthage Affordable Housing Task Force

4 Year Term After Reappointment – Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Janet Stafford	358-2135	UMB	6/27/1995	Jun-23
Sherrie Wooten	358-9331	SMB	6/27/1995	Jun-23

RESOLUTIONS

RESOLUTION NO. 1872

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE RELEASE OF THE REMAINING ASSIGNED FUND BALANCE OF THE GOLF COURSE FUND TO THE UNASSIGNED FUND BALANCE.

WHEREAS, the City of Carthage established a restricted (Assigned) fund balance in the Golf Course Fund from General Fund transfers and excess funds generated from Grants from the Kent D. and Mary L. Steadley Memorial Trust; and

WHEREAS, the City's purpose of this "set-aside" was for making payments for the Certificates of Participation (Golf Course Improvement Project Series 2002A) when financial operations of the golf course were insufficient to cover yearly scheduled payments; and

WHEREAS, City has paid off in full the Certificates of Participation (Golf Course Improvement Project Series 2002A as of July 01, 2016 and;

WHEREAS, golf course fees remain insufficient to cover the entirety of its on-going fiscal operational requirements

NOW, THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, that the remaining Assigned Fund Balance in the Golf Course Fund, as of this date, is hereby released and re-assigned to the Unassigned Fund Balance of the Golf Course Fund for operational requirements at the Golf Course.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

Attest:

Traci Cox, City Clerk

Sponsored by: Budget Ways & Means Committee

MINUTES
STANDING
COMMITTEES

**COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, MAY 28, 2019
CITY HALL CONFERENCE ROOM**

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

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. Newport, the minutes of the May 14, 2019 meeting were approved 3-0.

Review and approval of the Claims Report: The Committee discussed items regarding the Claims Report before it was approved 3-0 on a motion by Mr. Newport.

NEW BUSINESS:

- 1. Staff Reports:** Ms. Cox discussed the contract with Bethesda Healthcare for the nicotine cessation program noting that even if an employee only participates in one of the twelve sessions, the City is still responsible for the full \$295 fee. Members would like to look at alternative options or determine a way to hold employees accountable if they do not participate in all sessions.

Mr. Short reported that the police chief is working on another tuition reimbursement contract.

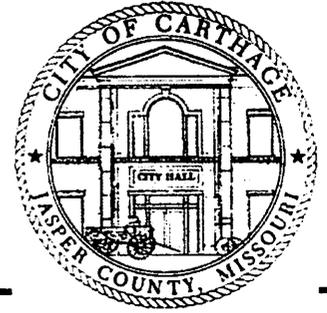
ADJOURNMENT: Mr. Newport made a motion to adjourn at 5:26 PM. Motion carried 3-0.

Traci Cox
City Clerk

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



6-04-19 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 Marcia Weng, Public Works Secretary

June 4, 2019 Public Works Committee meeting was called to order at 5:30 p.m. by Chairman Mike Daugherty.

A motion was made by Ray West to accept the minutes from the May 7, 2019 committee meeting. All ayes, motion passed.

Citizen Participation: None

Old Business: None.

New Business:

Zeb presented the committee with a renewal contract for Anderson Engineering. They have been helping the city for 12 – 13 years and do so at a reduced cost to the city. Ray West made a motion to accept the contract renewal for Anderson Engineering. All ayes, motion carried.

Staff Reports

Zeb reported on the following:

The State Fire Marshall has been at the Over 60 Center. He brought up the fact there is no sprinkler system in place. City Fire Marshall Ryan Huntley assured him there were plenty of fire and smoke alarms within the building to cover the area. He was in agreement.

Two employees have given their notice in the Street Department creating two open Maintenance Worker I positions. We are taking applications.

The Sheriff's Department is planning on expanding the jail.

The demo at 500 Oak Street is temporarily on hold. Attorneys for the city and the owner are hashing things out. We are also still waiting on a bid on the asbestos removal.

The five storm water projects with Hunter Chase are coming along well. They are down to bits and pieces, but will require an extension due to all the rain lately.

A retaining wall at 223 N. Meridian caved in with all the rain we've had. We will have to deal with a crumbling wall of dirt.

Cave Gang Pizza called and had a storm water box at the corner of their property, on 10th Street, collapse. This had caused the sidewalk to cave in.

Tropical Smoothie Café will be coming soon at 2401 Fairlawn Drive.

We've been helping CWEP build a small building. They are going to start selling bulk water for customers.

Tom reported on the following:

Tom talked to MODOT about fixing the "No Parking" area in the front of Habanero's, along Central. They will come in and repaint the area.

We should be getting some signs for reduced speed coming off the highway out at the south Fire Station.

Vision Carthage is receiving \$40,000.00 from the Steadley Foundation to help with sidewalks.

Discussions regarding a marijuana ordinance are starting. There is a realtor in town looking to buy a building for a dispensary. The City will have to look at the zoning for this, possibly in the General Business area.

Ray West made a motion to adjourn the meeting at 6:15 p.m. All ayes, motion carried.

MINUTES
SPECIAL
COMMITTEES
AND BOARDS

***AGENDAS
STANDING
COMMITTEES***

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE
JUNE 4, 2019
5:30 PM
CITY HALL
326 GRANT STREET
2ND FLOOR CONFERENCE ROOM
-- AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

None.

NEW BUSINESS

1. Consider and discuss the contract renewal with Anderson Engineering.

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: 5/31/2019

BY: Marcia Weng

--NOTICE OF MEETING--
BUDGET WAYS & MEANS COMMITTEE
MONDAY, JUNE 10, 2019

5:30 P.M.

2ND FLOOR CONFERENCE ROOM, 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.
2. Consider and discuss contract for services with Carthage Humane Society for fiscal 2020.
3. Consider and discuss contract for services with Carthage Chamber of Commerce for Economic Development Services for fiscal 2020.

NEW BUSINESS.

1. Staff Reports.
2. 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

June 11, 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 alternative options for Nicotine Cessation Program.
2. Staff Reports

Adjournment

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

Posted _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***

MEETING NOTICE

CARTHAGE TREE BOARD

DATE: WEDNESDAY, JUNE 5, 2019

TIME: 4:30PM

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

TENTATIVE AGENDA

1. Determine pathway to assembling Carthage Tree Board Reference Material Binder including the following information for public access:
 - 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 and brainstorm activities for remainder of 2019
3. 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 BOARD OF TRUSTEES
Tuesday, June 11, 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
2019-2020 Budget

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

New Business

Payment of Bills

Adjournment

Closed Session

Adjournment

Posted at 9:00 A.M. this 4th day of June, 2019

Notice is hereby given that the Carthage Public Library Board of Trustees will conduct a meeting in the Carthage Public Library Board Room at 5:15 p.m. on Tuesday, June 11, 2019.

The agenda of said meeting includes a vote to close a portion of this meeting pursuant to RSMo 610.021.

CORRESPONDENCE

<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>
190186015	AGUILAR, PABLO	IA	6/27/2019 9:00	5/20/19	ASSAULT-4TH DEGREE				\$ 29.00
190185954	BAKER, WILLIAM	IA	6/27/2019 9:00	5/20/19	IMPROPER BACKING				\$ 134.00
190185955	BAKER, WILLIAM	IA	6/27/2019 21:00	5/20/19	DRIVING WHILE SUSPENDED				\$ 29.00
190185961	BANES, DUSTEN	TR	7/11/2019 14:00	5/30/19	PETIT THEFT 1ST OFFENSE	NG	5/30/19		\$ 279.00
1901524	BEAUNOYER, JUSTINE	UF	6/13/2019 9:00	5/20/19	ASSAULT-4TH DEGREE	PG	5/30/19	5/30/19	\$ 250.00
190186098	CARRETO SERRANO, KAREN ESMERALD	IA	6/13/2019 9:00	5/10/19	DRIVING WHILE INTOXICATED				29
190186018	CARTER, SHAWNA	UF	6/27/2019 9:00	5/20/19	FOLLOW TOO CLOSE	PG	5/30/2019	5/30/2019	134
190186004	CHAMBERS, MATTHEW N	IA	6/27/2019 9:00	5/17/19	ASSAULT-4TH DEGREE				29
190186032	CLAYTON, SHAWN CARL	IA	6/13/2019 9:00	5/20/19	DRIVING WHILE REVOKED				29
190186041	CLEMONS, SKYE JOLYNN	WI	8/22/2019 14:00	5/20/19	POSS CONTROLLED SUBSTANCE				29
190186041	CLEMONS, SKYE JOLYNN	VD	5/30/2019 9:00	5/20/19	POSS CONTROLLED SUBSTANCE				
190186030	COBB, JASON WILLIAM	IA	6/27/2019 9:00	5/22/19	POSSESSION DRUG PARAPHERNALIA				29
190186069	COBB, JASON WILLIAM	IA	6/27/2019 9:00	5/22/19	DRIVING WHILE REVOKED				29
190186138	CONTRERAS, DANILO J	IA	6/13/2019 9:00	5/21/19	DRIVING WHILE INTOXICATED				29
190186031	CORNEJO-JUAREZ, ARLI-LIVETT	UF	6/27/2019 9:00	5/22/19	LEAVE SCENE OF ACCIDENT	PG	5/30/2019	5/30/2019	225
190186005	CORTEZ-RAMOS, CARLOS	CL	5/30/2019 10:43	5/20/19	NO OPERATORS LICENSE	PG	5/30/2019	5/30/2019	
190186023	CROCKER, MATTHEW JAMES	IA	6/27/2019 9:00	5/20/19	OBSTRUCT OFFICER				29
190186013	DELCOUR, TIMOTHY W	UF	6/27/2019 9:00	5/20/19	IMPROPER EQUIPMENT	PG	5/30/2019	5/30/2019	179
190186046	DODGE, JONATHAN	SA	7/11/2019 9:00	5/22/19	POSS INTOX BY A MINOR	PG	5/30/2019	5/30/2019	29
190185936	EDWARDS, JENNIFER L	UF	6/13/2019 9:00	5/17/19	TRESPASS	PG	5/30/19	5/30/19	\$ 229.00
190185948	ELLIS, ANTHONY T	DP	4/25/2019 9:00	5/1/19	DRIVING WHILE REVOKED				
190185950	ESCOBAR, DELSIN	IA	6/27/2019 9:00	5/17/19	PEACE DISTURBANCE				\$ 29.00
190185990	FERGUSON, SETH JEREMIAH	UF	6/13/2019 9:00	5/20/19	SEATBELT	PG	5/30/19	5/30/19	\$ 10.00
190185971	FLANIGAN, PATRICK	VD	5/30/2019 9:00	5/22/19	IMPROPER REGISTRATION				
190186074	GARTEN, BRANDY	IA	6/27/2019 9:00	5/20/19	DRIVING WHILE INTOXICATED				\$ 29.00
190186014	GARVIN, CONNOR JUDD	SA	7/11/2019 9:00	5/20/19	POSS CONTROLLED SUBSTANCE	PG	5/30/19	5/30/19	\$ 29.00
190186006	GONZALEZ-REYES, BEBERLY LEONOR	IA	6/27/2019 9:00	5/20/19	DRIVING WHILE SUSPENDED				\$ 29.00
190186007	GONZALEZ-REYES, BEBERLY LEONOR	IA	6/27/2019 9:00	5/20/19	NO PROOF OF INSURANCE				\$ 29.00
190186008	GONZALEZ-REYES, BEBERLY LEONOR	IA	6/27/2019 9:00	5/20/19	FOLLOW TOO CLOSE				\$ 134.00
190185968	GONZALEZ, DIEGO	SA	7/11/2019 9:00	5/17/19	POSS INTOX BY A MINOR	PG	5/31/19	5/30/19	\$ 29.00
190186000	GONZALEZ, ROXANA	CL	5/30/2019 10:24	5/20/19	NO OPERATORS LICENSE	PG	5/30/19	5/30/19	
190186001	GONZALEZ, ROXANA	DI	5/30/2019 9:00	5/20/19	NO PROOF OF INSURANCE				
190186055	GOOLSBY, JUSTIN	TR	7/11/2019 14:00	5/20/19	DOG AT LARGE	NG	5/30/19		\$ 85.00

190185906	GRAY, MICHELLE JEAN	IA	6/27/2019 9:00	5/17/19	PETIT THEFT 1ST OFFENSE				\$	279.00
190186040	GREENLEE, ABIGAIL LEIGH	UF	7/11/2019 9:00	5/22/19	SUPPLY INTOX TO A MINOR	PG	5/30/19	5/30/19	\$	350.00
190186044	GREENLEE, ABIGAIL LEIGH	UF	7/11/2019 9:00	5/22/19	POSSESSION DRUG PARAPHERNALIA	PG	5/30/19	5/30/19	\$	350.00
190186045	GREENLEE, ABIGAIL LEIGH	DP	5/30/2019 9:00	5/22/19	POSS CONTROLLED SUBSTANCE					
190186077	GREENLEE, ABIGAIL LEIGH	UF	7/11/2019 9:00	5/20/19	INATTENTIVE DRIVING	PG	5/30/19	5/30/19	\$	135.00
190185959	HICKLIN, MARK RANDALL	TR	7/11/2019 14:00	5/20/19	DRIVING WHILE INTOXICATED	NG	5/30/19		\$	29.00
190185960	HICKLIN, MARK RANDALL	TR	7/11/2019 14:00	5/20/19	INATTENTIVE DRIVING	NG	5/31/19		\$	135.00
190185989	HIGHFILL, CHAD WAYNE	IA	6/27/2019 9:00	5/20/19	DRIVING WHILE REVOKED				\$	29.00
190185979	HITCHCOCK, STEVEN P	TR	7/11/2019 14:00	5/17/19	VICIOUS DOG	NG	5/30/19		\$	29.00
190185980	HITCHCOCK, STEVEN P	TR	7/11/2019 14:00	5/17/19	NO RABIES VACCINATION	NG	5/31/19		\$	189.00
190185981	HITCHCOCK, STEVEN P	TR	7/11/2019 14:00	5/17/19	DOG AT LARGE-2ND OFFENSE	NG	5/31/19		\$	135.00
190185993	HODSON, DUSTIN RAY	IA	6/27/2019 9:00	5/20/19	ASSAULT-4TH DEGREE				\$	29.00
190185967	HUKILL, STEFAN DUANE	TR	7/11/2019 14:00	5/17/19	PETIT THEFT 1ST OFFENSE	NG	5/30/19		\$	279.00
190186020	JOHNSON, HEATHER MARIE	TR	7/11/2019 14:00	5/30/19	PETIT THEFT 1ST OFFENSE	NG	5/30/19		\$	279.00
190186021	JOHNSON, HEATHER MARIE	TR	7/11/2019 14:00	5/30/19	TRESPASS	NG	5/31/19		\$	229.00
190186025	JOHNSON, HEATHER SUE	UF	6/27/2019 9:00	5/22/19	VICIOUS DOG	PG	5/30/19	5/30/19	\$	150.00
190186026	JOHNSON, HEATHER SUE	UF	6/27/2019 9:00	5/22/19	NO RABIES VACCINATION	PG	5/30/19	5/30/19	\$	189.00
190185988	JUAREZ GUINAC, OSDY	UF	6/13/2019 9:00	5/20/19	NO OPERATORS LICENSE	PG	5/30/19	5/30/19	\$	189.00
190185996	KILPATRICK, JOSIE A	CL	5/22/2019 14:14	5/20/19	SPEEDING 10 - 15 OVER	PG	5/22/19	5/22/19		
190185997	KILPATRICK, JOSIE A	CL	5/22/2019 14:14	5/20/19	SEATBELT	PG	5/22/19	5/22/19		
190186207	LILLIARD, JUSTIN	IA	6/27/2019 9:00	5/21/19	DRIVING WHILE SUSPENDED				\$	29.00
190186047	LINDSEY, CHRISTOPHER	SA	7/11/2019 9:00	5/22/19	POSS INTOX BY A MINOR	PG	5/30/19	5/30/19		
190186024	LOGAN, ASHTYN	WI	8/22/2019 14:00	5/17/19	SPEEDING 20 - 25 OVER				\$	225.00
190186073	LOPEZ, ARMANDO IVAN	UF	6/27/2019 9:00	5/22/19	SPEEDING 10 - 15 OVER	PG	5/30/19	5/30/19	\$	159.00
190185969	MAHURIN, DANNY	IA	6/27/2019 9:00	5/17/19	PETIT THEFT 1ST OFFENSE				\$	279.00
190185970	MAHURIN, VANESSA LYNN	IA	6/27/2019 9:00	5/17/19	PETIT THEFT 1ST OFFENSE				\$	279.00
190186166	MANLEY, JOYCE ELLEN	IA	6/27/2019 9:00	5/20/19	PETIT THEFT 3RD OFFENSE OR SUBSEC				\$	379.00
190185982	MARTINEZ, VALVINO A	UF	6/13/2019 9:00	5/20/19	IMPROPER REGISTRATION	PG	5/30/19	5/30/19	\$	124.00
190185983	MARTINEZ, VALVINO A	UF	6/13/2019 9:00	5/20/19	NO PROOF OF INSURANCE	PG	5/30/19	5/30/19	\$	250.00
190185942	MAZARIEGOS GRAMAJO, EDY	IA	6/27/2019 9:00	5/17/19	SPEEDING 26 PLUS OVER				\$	29.00
190185943	MAZARIEGOS GRAMAJO, EDY	IA	6/27/2019 9:00	5/17/19	NO OPERATORS LICENSE				\$	189.00
190186033	MEJIA, LUIS NOE	CL	5/30/2019 9:27	5/22/19	DOG AT LARGE	PG	5/30/19	5/30/19		
190186034	MEJIA, LUIS NOE	CL	5/30/2019 9:28	5/22/19	NO RABIES VACCINATION	PG	5/30/19	5/30/19		
190186250	MURDOCK, L DEE EUGENE	IA	6/27/2019 9:00	5/31/19	DRIVING WHILE REVOKED				\$	29.00

190186065	MYERS, FELICIA D	TR	7/11/2019 14:00	5/20/19	ASSAULT-4TH DEGREE	NG	5/30/19		\$	29.00
190186066	MYERS, FELICIA D	TR	7/11/2019 9:00	5/20/19	POSSESSION DRUG PARAPHERNALIA	NG	5/31/19		\$	29.00
190186067	MYERS, FELICIA D	TR	7/11/2019 9:00	5/20/19	OBSTRUCT OFFICER	NG	5/31/19		\$	29.00
190186059	ONEALE, MICHAEL	IA	6/27/2019 9:00	5/20/19	POSS CONTROLLED SUBSTANCE				\$	29.00
190186010	ORTIZ GONZALEZ, MARVIN	IA	6/27/2019 9:00	5/20/19	DRIVING WHILE SUSPENDED				\$	29.00
190186011	ORTIZ GONZALEZ, MARVIN	IA	6/27/2019 9:00	5/24/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190185976	PAXTOR, KELVIN	UF	6/27/2019 9:00	5/20/19	NO OPERATORS LICENSE	PG	5/30/19	5/30/19	\$	189.00
190186029	PEREZ CORADO, CESAR A	UF	6/27/2019 9:00	5/20/19	IMPROPER EQUIPMENT	PG	5/30/19	5/30/19	\$	179.00
190186009	PERKINS, STEVEN GREGORY	IA	6/27/2019 9:00	5/20/19	IMPROPER TURN				\$	134.00
190186048	PHELPS, TRINTON	IA	6/27/2019 9:00	5/22/19	POSS INTOX BY A MINOR				\$	29.00
190186062	RAMOS GARCIA, KENNY RANFERNI	UF	6/27/2019 9:00	5/20/19	NO OPERATORS LICENSE	PG	5/30/19	5/30/19	\$	189.00
190186092	REYES-DIAZ, KEVIN ANTHONY	IA	6/13/2019 9:00	5/10/19	DRIVING WHILE SUSPENDED				\$	29.00
190186071	REYES CARACUM, BRENDA	UF	6/27/2019 9:00	5/20/19	SEATBELT	PG	5/30/19	5/30/19	\$	10.00
190186072	REYES CARACUM, BRENDA	UF	6/27/2019 9:00	5/20/19	CHILD RESTRAINT	PG	5/30/19	5/30/19	\$	125.00
190186039	REYES GARCIA, JOHNY	SA	7/11/2019 9:00	5/20/19	POSS INTOX BY A MINOR	PG	5/30/19	5/30/19	\$	29.00
190186042	REYES HERNANDEZ, BRANDONLY N	IA	6/27/2019 9:00	5/23/19	POSS CONTROLLED SUBSTANCE				\$	29.00
190186043	REYES HERNANDEZ, BRANDONLY N	IA	6/27/2019 9:00	5/20/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190185951	ROBBINS, NATHANIEL FORREST	TR	7/11/2019 14:00	5/20/19	PEACE DISTURBANCE	NG	5/30/19		\$	29.00
190186056	ROQUE, LUIS	TR	7/11/2019 14:00	5/20/19	NO PROOF OF INSURANCE	NG	5/30/19		\$	29.00
190186057	ROQUE, LUIS	CL	5/29/2019 10:28	5/20/19	SPEEDING 10 - 15 OVER	PG	5/29/19	5/29/19		
190186058	ROQUE, LUIS	CL	5/29/2019 10:29	5/20/19	NO OPERATORS LICENSE	PG	5/29/19	5/29/19		
190186028	ROSSON, LYNDSY JO	TR	7/11/2019 14:00	5/20/19	NO RABIES VACCINATION	NG	5/30/19		\$	189.00
190186063	RUSHING, WILLIAM ETHAN	WI	6/27/2019 14:00	5/17/19	IMPROPER REGISTRATION				\$	124.00
190186064	RUSHING, WILLIAM ETHAN	WI	6/27/2019 14:00	5/17/19	C & I DRIVING				\$	185.00
190186068	RUSHING, WILLIAM ETHAN	WI	6/27/2019 14:00	5/17/19	NO PROOF OF INSURANCE				\$	29.00
190186051	RUSSELL, GARRETT JAME SCOTT	IA	6/27/2019 9:00	5/20/19	NO OPERATORS LICENSE				\$	189.00
190186052	RUSSELL, GARRETT JAME SCOTT	IA	6/27/2019 9:00	5/20/19	NO PROOF OF INSURANCE				\$	29.00
190186206	SALAS SERRANO, GIOVAN	CL	5/31/2019 15:17	5/31/19	IMPROPER REGISTRATION					
190186049	SALGADO, RANULFO	IA	6/27/2019 9:00	5/22/19	POSS INTOX BY A MINOR				\$	29.00
190185978	SHANK, KEVIN LEE	UF	6/27/2019 9:00	5/17/19	DOG AT LARGE	PG	5/30/19	5/30/19	\$	85.00
190185956	SMITHERS, KEVIN	IA	6/27/2019 9:00	5/20/19	C & I DRIVING				\$	185.00
190185957	SMITHERS, KEVIN	IA	6/27/2019 9:00	5/20/19	NO PROOF OF INSURANCE				\$	29.00
190185958	SMITHERS, KEVIN	IA	6/27/2019 9:00	5/24/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190185994	SPRY, JOSEPH DAVID	IA	6/27/2019 9:00	5/20/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00

190185995	SPRY, JOSEPH DAVID	IA	6/27/2019 9:00	5/20/19	POSS CONTROLLED SUBSTANCE				\$	29.00
190186054	SPURGEON, NEIKKO S	IA	6/27/2019 9:00	5/17/19	DRIVING WHILE SUSPENDED				\$	29.00
190186075	SYKES, REX A	IA	6/27/2019 9:00	5/20/19	POSS CONTROLLED SUBSTANCE				\$	29.00
190186076	SYKES, REX ALLEN	IA	6/27/2019 9:00	5/20/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190185947	THOMAS, JAMES LEE	IA	6/27/2019 9:00	5/17/19	PETIT THEFT 1ST OFFENSE				\$	279.00
190185998	THOMAS, JUSTIN W	UF	7/11/2019 9:00	5/20/19	PEACE DISTURBANCE	PG	5/30/19	5/30/19	\$	529.00
190186078	THORNTON, MATTHEW WAYNE	IA	6/27/2019 9:00	5/10/19	POSS CONTROLLED SUBSTANCE				\$	29.00
190186079	THORNTON, MATTHEW WAYNE	IA	6/27/2019 9:00	5/10/19	POSSESSION DRUG PARAPHERNALIA				\$	29.00
190186002	THRASHER, TY	IA	6/27/2019 9:00	5/20/19	POSS INTOX BY A MINOR				\$	29.00
190186053	VASQUEZ, MAGDALENA M	UF	6/13/2019 9:00	5/20/19	IMPROPER EQUIPMENT	PG	5/30/19	5/30/19	\$	179.00
190185975	WARE, WESLEY	WI	8/22/2019 14:00	5/17/19	DRIVING WHILE REVOKED				\$	29.00
190185999	WHEELER, RONALD DWAYNE	TR	7/11/2019 9:00	5/20/19	TRESPASS	NG	5/31/19		\$	229.00
190186035	WHEELER, RONALD DWAYNE	TR	7/11/2019 14:00	5/20/19	DRIVING WHILE SUSPENDED	NG	5/31/19		\$	29.00
190186036	WHEELER, RONALD DWAYNE	TR	7/11/2019 9:00	5/20/19	POSSESSION DRUG PARAPHERNALIA	NG	5/30/19		\$	29.00
190186037	WILKINSON, MEGAN CHANTAL	TR	7/11/2019 14:00	5/20/19	POSS CONTROLLED SUBSTANCE	NG	5/30/19		\$	29.00
190186038	WILKINSON, MEGAN CHANTAL	TR	7/11/2019 14:00	5/20/19	POSSESSION DRUG PARAPHERNALIA	NG	5/30/19		\$	29.00
190185944	WILSON, ASHLEY	WI	7/25/2019 14:00	5/17/19	SPEEDING 10 - 15 OVER				\$	159.00
190186060	WILSON, CHARLOTTE R	TR	7/11/2019 14:00	5/20/19	DOG AT LARGE	NG	5/30/19		\$	85.00

Status Description

Closed	9
Dismissed Presented Insurance	1
Dismissed by Prosecutor	2
Initial Arraignment	48
Sentencing	5
Trial	22
Unpaid Fines	23
Voided Docket	2
Attorney Entered	7
Total	119

"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.