

CITY OF WEBB CITY, MISSOURI
CITY COUNCIL MEETING
Tentative AGENDA
Monday, January 10, 2022
Page 1

INVOCATION

PLEDGE

OPENING OF MEETING

Roll Call
Mayor's Statement
Public Comments

Announcement

Police Chief Don Melton

ADMINISTRATOR'S REPORT

Administrator Report

CONSENT AGENDA

- | | |
|--------------------------------------|-----------------------|
| 1. Council Minutes-December 13, 2021 | 2. PD Monthly Reports |
| 3. Fire Reports | 4. P&Z minutes |
| 5. Sales/Use Tax | 6. Treasurer's Report |

ORDINANCES AND RESOLUTIONS

Council Bill No. 22-001- Center Creek 201 Board Intermunicipal Agreement (1st)

COMMITTEE REPORT

1. Financial Oversight
 - A. Statement of Accounts, December 27, 2021 and January 10, 2021 Action & Authorization
2. Committee of the Whole
 - Next Council Meeting January 24, 2021

CLOSED SESSION

RSMO 610.021 Subsection (3) Personnel

ADJOURN

Administrator's Report 01/10/22



(Photo by Bob Foos)

Another great year of the Polar Bear Express has come and gone. This would not be possible without the support of the entire community. Special thanks to those who come out and support the event almost every minute it is running. The Southwest Railroad Association and city staff along with numerous volunteers make Webb City a very special place to enjoy the holidays!

COVID testing sites are going up in town. We have worked with two different companies to establish locations here in Webb City where citizens may go and receive a free COVID test. Ivy Medical has set up in the Club House located at 115 N. Madison and should be operational by the end of the week. Seeds of Hope also requested a location and we have arranged for them to set up in the parking lot of the Mining Days Building located in King Jack Park. Both locations when up and running will provide free drive up testing and will operate Monday thru Saturdays as needed.



Public works crews have been busy this week helping to clear the new city owned commercial property located at Daugherty and East Street. There was a large amount of concrete left on the site that needed to be removed as we begin looking for a suitable commercial tenant.

City crews were out in force early Thursday morning for our **first dose of winter weather**. Roads were treated in the more heavily traveled areas and intersections were watched close. Conditions will require monitoring for the next 24 hours as roads will refreeze overnight and our crews will be out until conditions improve. Our supply of material used to treat the roads is good as some locations have struggled to replenish, we filled up over the summer and last fall.

Waste Water crews, in addition to still producing composted soil amendments, have been busy working on a pipe that has been located near the area of 171 and Madison. **This main sized pipe is the old transmission line that we had no knowledge of it still being there.** There is a main line running in a lateral position to it so we can only assume someone did not remove when replacing the pipe. It was located due to the amount of inflow water that was found in the main pipe. Crews will be determining if there are any services still existing within the line and if it can be abandoned.

City staff have met with Olsson Engineering in a meeting to plan the **upcoming storm water study**. Focus will be on possible retention and detention along the west side of the city to try and relieve some water issues within the low lying areas north of 171.

The **newly completed Center Creek Waste Water Municipal Agreement** will be presented at council this week for council consideration and approval. The agreement has been revised to include all of the past amendments that have accumulated over the years and places them back into one agreement thus removing the need to track the amendments. One material change to the agreement is the guideline set forth within it that details how another municipal entity if so desired could join the board and begin using the facility to treat their waste water.

Previous Meetings

The **Webb City Community came to the rescue of our beloved Street Car #60**. The trolley had a mishap and came off the tracks Saturday night. Before I was even notified of the derailment I was receiving calls from people offering to help. The Southwest Railroad Association worked hard to get the repairs done and were assisted by Asbell Construction and the Webb Corp companies along with several others. The Trolley is repaired and the tracks have been repaired and inspected. We will resume normal operations tonight. (Thursday Dec 9th)

Webb City Finance Department has started work on the FY 20/21 Audit. Last week our auditors conducted work on line to begin the preliminary steps.

Public Works staff are still busy conducting crack sealing and the Waste Water crews have been working to raise several manhole lids here in town. We have some that will occasionally during heavy flooding go under water and that certainly causes a serious inflow situation.

City staff are still seeking contractor estimates for a **new roof to be installed on the Farmers Market Kitchen** in King Jack Park. We hope to be ready to present to council for authorization soon on the needed roof. All other repairs that had been reported to city staff have been handled as of today.

We would like to thank everyone who came out for the **Ribbon Cutting at the new Sleep Inn**. The owner wished that I express his thanks also for such a strong community showing of support. **We now have plans and drawings for the next major project which is the new restaurant to sit directly to the north of the new hotel.**

The new transmission lines are being installed north of Aylor by Liberty Electric and we have placed an **order to install street lights** upon their completion. We also have requested a couple **new street lights along Pennsylvania near the lakes** to help with that area at night.

Waste Water staff participated in a meeting with the Habitat Management team consisting of trustees from DNR, US Fish and Wildlife and Missouri Department of Conservation. The discussion focused on compost production for next year that will be needed to support the Cardinal Valley Habitat Project. Other topics included long term sustainability regarding future personnel and funding. The current agreement for compost production should carry us through the FY21/22 year.

City Hall staff have been working to update and maintain the Centennial Retail and Industrial District properties in anticipation of the upcoming yearly board meeting. This is no easy task. (I am sure Kim will agree) There have been several properties added and removed during the flurry of activity last year regarding the sale of properties. Each property must have a proxy and petition signed then recorded with the county recorder prior to being added to the Transportation Development District.

The Center Creek 201 Waste Water Board has been exploring options for future expansion and to finalize the 21/22 Fiscal Budget. The composting program has been going strong and has saved the cost of hauling sludge to the landfill as was done for the past couple of decades. This is a cost savings of nearly \$250,000 to all the member communities. This year's budget as presented will have a cost for Webb City of \$767,574.38 which includes our operating budget for the plant and loan payments. Proposals were also given by Allgeier Martin Engineering that ranged from about \$1 million to nearly \$3 million in costs. This discussion was started with a plan to increase some pumping capacities but the board would need to seek approval of each council before moving forward with any major expansion because it would include additional financing. This is strictly looking to the future and not an immediate need.

City staff have engaged a consultant to develop a possible plan for **design of the property that was recently cleared in King Jack Park**. We would like to move the concession stand, seating and most parking to the east side of the fields. We will also try and manage any future needs for the property as we move forward.

Carl Francis
City Administrator

CITY OF WEBB CITY, MISSOURI
COUNCIL MEETING MINUTES
REGULAR SESSION
Monday, December 13, 2021
Page 1

| | |
|--|---|
| INVOCATION | Fire Chaplin Tim Sumner gave the invocation |
| PLEDGE TO FLAG | The Council remained standing for the Pledge of Allegiance. |
| COUNCIL MEETING | The City Council of Webb City, Missouri met in regular session Monday, December 13, 2021 at 5:30 p.m. in Council Chambers. Mayor Lynn Ragsdale presided. |
| ROLL CALL | The following members answered roll call: Andy Queen, Gina Monson, Jonathan Shull, Debbie Darby, Ray Edwards, Alisa Barroeta, Jerry Fisher, and Jim Dawson. There being eight members present, and eight members representing a quorum. Mayor Lynn Ragsdale declared this session of council officially opened. Also present were: City Administrator Carl Francis, City Attorney Troy Salchow, City Clerk Kimberley DeMoss, Finance Director Tracy Craig, Police Chief Don Melton, Fire Chief Andy Roughton, Parks Director Tom Reeder, Waste Water Director William Runkle, Economic Development Coordinator Erin Turner and Street & Water Director Rick Roth. |
| MAYOR'S STATEMENT | Mayor Ragsdale stated that upon reflecting on this year and previous years how other cities are problem solvers only, they go from one problem to another and it occupies their time. Fortunately for us as a City, Carl is a problem solver and proactive solving the problems. Our problems come by being visionaries and searching, for a path forward to the future. Mayor Ragsdale gave kudos to the City staff, the administration, and councilmembers for being the problem solvers and looking forward to the year 2022. |
| VISITOR | None |
| FIRE DEPARTMENT BADGE PINNING | <p>Fire Chief Andy Roughton presented a challenge pin to Pete Provin in recognition of his retirement from the city. Pete Provin was on the police force for five years before becoming a firefighter the last 28 years. Mr. Provin has been with the City for 33 years and will be retiring January 2022.</p> <p>A badge pinning was also presented to the newest firefighter to the city, Colton Gurera. His wife Jenna had the honor of pinning his badge. City Clerk Kim DeMoss sworn Mr. Gurera into office as a firefighter. In addition Fire Chaplin Tim Sumner gave Mr. Gurera a bible.</p> |
| ADMINISTRATOR | Administrators Report for December 13, 2021 was available for the Council to review. |

CITY OF WEBB CITY, MISSOURI
COUNCIL MEETING MINUTES
REGULAR SESSION
Monday, December 13, 2021
Page 2

APPOINTMENTS/REAPPOINTMENTS

Housing Authority

Mayor Ragsdale presented the name of Jack Albert to the council for an appointment for the Housing Authority for a one year term (2022). Councilman Fisher moved to approve the appointment. Councilman Shull seconded. The motion carried with eight yes votes.

Mayor Ragsdale presented the names of Duane Hunt, MeMe Wolfe to the council for a reappointment as members for the Housing Authority for a one year term (2022). Councilman Shull moved to approve the reappointment. Councilwoman Darby seconded. The motion carried with eight yes votes.

Mayor Ragsdale presented the names of Stephen Hailey and Richard Copeland to the council for a reappointment as members for the Housing Authority for a two year term (2023). Councilman Shull moved to approve the reappointment. Councilwoman Darby seconded. The motion carried with eight yes votes.

CONSENT AGENDA

Mayor Lynn Ragsdale entertained a motion to accept the Consent Agenda items for December 13, 2021. Councilwoman Barroeta moved to approve the consent agenda items for December 13, 2021. Councilman Shull seconded. The motion carried with eight yes votes.

1. Council Minutes-Nov. 22, 2021
2. Monthly Fire Reports

COUNCIL BILL NO 21-026

An Ordinance granting a Special Use Permit for a certain Tract of Real Estate within the City of Webb City, Mo (Vanessa Stone, 223 W. 1st, Webb City)

Councilman Fisher presented Council Bill No. 21-026 for the second and final reading. Second and final reading completed. Councilman Fisher moved to accept the second and final reading. Councilman Shull seconded. The motion carried with a roll call vote. Yes: Queen, Monson, Shull, Darby, Edwards, Barroeta, Fisher, and Dawson.

Thereby duly giving Council Bill No. 21-026, Ordinance No. 21--027

CITY OF WEBB CITY, MISSOURI
COUNCIL MEETING MINUTES
REGULAR SESSION
Monday, December 13, 2021
Page 3

MOTIONS

Parks-Soccer Field Lighting

Councilwoman Barroeta made a motion to authorize Parks Dept. to purchase material from the Joplin Supply Company and LED Imports in the amount of \$12,508.25. To provide lighting to the youth soccer fields in King Jack Park. Councilman Shull seconded it. The motion carried with eight yes votes.

Fire Dept.-Purchase Heart Monitor/Defibrillators from Zoll

Councilman Shull made a motion to authorize the Fire Dept. to purchase (2) X-Series Monitors/Defibrillators from Zoll in the amount of \$74,950.30. This will be paid in five no interest annual payments of \$14,990.06. Councilwoman Darby seconded. The motion carried with eight yes votes.

**FINANCIAL
OVERSIGHT**

Councilwoman Monson moved to accept the Statement of Accounts dated December 13, 2021. Councilman Queen seconded. The motion carried with eight yes votes.

Statement of Accounts is as follows:

| | | |
|-------------------------------|-------------|-----------------|
| City Electronically | 373-383 | 61,710.22 |
| City Electronically Prime Pay | 100015 | 156.28 |
| City Fund | 35954-36172 | 248,221.95 |
| Habitat Electronically | 133-134 | 745.31 |
| Habitat Fund | 794-795 | 254.72 |
| Water Meter Fund | 5945 | <u>6,940.00</u> |
| Grand Total | | \$318,028.48 |

**COMMITTEE OF
THE WHOLE**

Mayor Lynn Ragsdale set the next Council Meeting for Monday, January 10, 2021 at 5:30 p.m. in the Council Chambers. (No 2nd meeting scheduled for December)

ADJOURN

Mayor Lynn Ragsdale adjourn the council meeting at 6:01 p.m.

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

Kimberley E. DeMoss, City Clerk

Webb City Police Department

Departmental Statistics

| 2020 | Calls for Service | Reports | Traffic Crashes | UCS | Arrest | Dispatch Contacts | Detective Investigations |
|-----------------|-------------------|--------------|-----------------|--------------|--------------|-------------------|--------------------------|
| January | 951 | 211 | 15 | 154 | 151 | 1259 | 3 |
| February | 922 | 218 | 24 | 183 | 179 | 1204 | 3 |
| March | 956 | 198 | 16 | 172 | 144 | 1206 | 3 |
| April | 796 | 95 | 10 | 81 | 73 | 838 | 4 |
| May | 1026 | 174 | 26 | 238 | 146 | 1334 | 4 |
| June | 1125 | 185 | 31 | 175 | 127 | 1322 | 9 |
| July | 1256 | 226 | 28 | 187 | 164 | 1443 | 2 |
| August | 1076 | 217 | 24 | 231 | 180 | 1362 | 4 |
| September | 1119 | 253 | 35 | 233 | 192 | 1385 | 7 |
| October | 1068 | 230 | 28 | 267 | 174 | 1318 | 3 |
| November | 911 | 199 | 23 | 142 | 135 | 1123 | 9 |
| December | 966 | 184 | 35 | 241 | 148 | 1191 | 7 |
| Totals | 12,172 | 2,390 | 295 | 2,304 | 1,813 | 14,985 | 58 |

| 2021 | Calls for Service | Reports | Traffic Crashes | UCS | Arrest | Dispatch Contacts | Detective Investigations |
|-----------------|-------------------|--------------|-----------------|--------------|--------------|-------------------|--------------------------|
| January | 799 | 163 | 18 | 157 | 109 | 1033 | 5 |
| February | 821 | 153 | 24 | 117 | 106 | 952 | 4 |
| March | 1046 | 212 | 18 | 269 | 187 | 1365 | 6 |
| April | 1079 | 225 | 29 | 255 | 183 | 1333 | 5 |
| May | 1213 | 222 | 29 | 250 | 151 | 1436 | 6 |
| June | 1169 | 232 | 37 | 129 | 157 | 1300 | 3 |
| July | 1165 | 208 | 24 | 248 | 152 | 1373 | 4 |
| August | 1134 | 212 | 31 | 225 | 128 | 1326 | 6 |
| September | 1067 | 200 | 24 | 184 | 110 | 1228 | 2 |
| October | 1140 | 201 | 24 | 220 | 101 | 1346 | 4 |
| November | 950 | 207 | 34 | 111 | 96 | 1064 | 3 |
| December | | | | | | | |
| Totals | 11,583 | 2,235 | 292 | 2,165 | 1,480 | 13,756 | 48 |

change from 2020 377 29 32 102 -185 -38 -3

| Average per Month | Calls for Service | Reports | Traffic Crashes | UCS | Arrest | Dispatch Contacts | Detective Investigations |
|-------------------|-------------------|---------|-----------------|-------|--------|-------------------|--------------------------|
| 2020 | 1,018.7 | 200.5 | 23.6 | 187.5 | 151.4 | 1,254.0 | 4.6 |
| 2021 | 1,053.0 | 203.2 | 26.5 | 196.8 | 134.5 | 1,250.5 | 4.4 |

change from same time period in 2020 3.4% 1.3% 12.3% 4.9% -11.1% -0.3% -5.9%

(increase/decrease)

Webb City Police Department

Uniform Crime Statistics

as reported to the Missouri State Highway Patrol
Federal Bureau of Investigation

| 2020 | Homicide | Rape | Robbery | Assault | Burglary | Larceny | Veh. Theft | Total |
|-----------------|----------|----------|----------|------------|-----------|------------|------------|------------|
| January | | 1 | | 9 | 3 | 28 | 3 | 44 |
| February | | | | 10 | 6 | 23 | 2 | 41 |
| March | | | | 13 | 8 | 26 | 2 | 49 |
| April | | | | 7 | 3 | 28 | 2 | 40 |
| May | | | 1 | 14 | 2 | 19 | 1 | 37 |
| June | | | | 16 | 3 | 22 | 3 | 44 |
| July | | | | 4 | 1 | 33 | 4 | 42 |
| August | | | | 9 | | 26 | 1 | 36 |
| September | | 1 | | 20 | 5 | 49 | 2 | 77 |
| October | | | | 13 | | 29 | | 42 |
| November | | | | 17 | 3 | 32 | 1 | 53 |
| December | | 2 | | 11 | 1 | 26 | | 40 |
| Total | 0 | 4 | 1 | 143 | 35 | 341 | 21 | 545 |

| 2021 | Homicide | Rape | Robbery | Assault | Burglary | Larceny | Veh. Theft | Total |
|-----------------|----------|----------|----------|------------|-----------|------------|------------|------------|
| January | | | | 3 | 4 | 12 | 2 | 21 |
| February | | | | 14 | 3 | 17 | | 34 |
| March | | | | 7 | 2 | 11 | 1 | 21 |
| April | | | | 5 | 2 | 12 | | 19 |
| May | | | | 15 | 7 | 22 | 2 | 46 |
| June | | | | 11 | 3 | 17 | 4 | 35 |
| July | | | | 10 | 8 | 37 | 2 | 57 |
| August | | 1 | | 16 | 7 | 21 | 1 | 46 |
| September | | | | 15 | 1 | 23 | 1 | 40 |
| October | | | | 16 | | 26 | 1 | 43 |
| November | | | | 7 | | 27 | | 34 |
| December | | | | | | | | 0 |
| Total | 0 | 1 | 0 | 119 | 37 | 225 | 14 | 396 |

change from 2020 **0** **-1** **-1** **-13** **3** **-90** **-7** **-109**

| Monthly Average | Homicide | Rape | Robbery | Assault | Burglary | Larceny | Veh. Theft | Total |
|-----------------|-------------|---------------|----------------|--------------|-------------|---------------|---------------|---------------|
| 2020 | 0.00 | 0.18 | 0.09 | 12.00 | 3.09 | 28.64 | 1.91 | 45.91 |
| 2021 | 0.00 | 0.09 | 0.00 | 10.82 | 3.36 | 20.45 | 1.27 | 36.00 |
| percent +/- | 0.0% | -50.0% | -100.0% | -9.8% | 8.8% | -28.6% | -33.3% | -21.6% |

Webb City Animal Control

Monthly Humane Society Report

Patrol Officer Greg Pachlhofer

| DATE | BOOK # | ANIMAL # | SPECIES | BREED | DESCRIPTION | LOCATION FOUND |
|------------|--------|----------|---------|------------|-------------|-------------------------|
| 11/1/2021 | 120554 | 13411 | Dog | Pit | Blk/Wht | HALL AND ROBERT J BAKER |
| 11/1/2021 | 120554 | 134117 | Dog | Pit | Black | HALL AND ROBERT J BAKER |
| 11/1/2021 | 120554 | 134115 | Dog | Pit | Brindle | HALL AND ROBERT J BAKER |
| 11/1/2021 | 120554 | 134116 | Dog | Pit | Brindle | HALL AND ROBERT J BAKER |
| 11/3/2021 | 120555 | 134219 | Cat | DSH | Gry/Wht | 803 S Walker |
| 11/3/2021 | 120555 | 134221 | Cat | DSH | Gry/Wht | 803 S Walker |
| 11/3/2021 | 120555 | 134223 | Cat | DSH | Gry/Wht | 803 S Walker |
| 11/3/2021 | 120555 | 134217 | Cat | DSH | Gry/Wht | 803 S Walker |
| 11/3/2021 | 120555 | 134217 | Cat | DSH | Gry/Wht | 803 S Walker |
| 11/3/2021 | 120555 | 134220 | Cat | DSH | Gry/Wht | 803 S Walker |
| 11/3/2021 | 120555 | 134222 | Cat | DSH | Gry/Wht | 803 S Walker |
| 11/4/2021 | 120556 | 134253 | Cat | DSH | Gry/Blk | 501 S Madison |
| 11/4/2021 | 120557 | 124629 | Dog | Shepherd | Blk/Wht | 601 N Madison |
| 11/5/2021 | 120558 | 125297 | Dog | Rottweiler | Blk/Tan | 1813 S Hall |
| 11/7/2021 | 120560 | 134386 | Dog | Pit | Blk | 411 S Madison |
| 11/8/2021 | 120561 | 134396 | Cat | DSH | Gry/Wht | |
| 11/9/2021 | 120564 | 134454 | Dog | Pit | Brn/Wht | 1121 W Broadway |
| 1/4/2021 | 120567 | 134535 | Dog | Chihuahua | Brn/Wht | 600 N MADISON |
| 11/12/2021 | 120568 | 134567 | Dog | Collie | Blk/Wht | 1230 Heather Ln |
| 11/13/2021 | 120571 | 134685 | Dog | Lab | Wht/Blk | 2nd & Madison |
| 11/15/2021 | 120572 | 132882 | Dog | Lab | Blk/Wht | King Jack Park |
| 11/16/2021 | 120573 | 134686 | Dog | Shepherd | Blk/Brindle | 1813 S Hall |
| 11/18/2021 | 120574 | 134786 | Dog | Pit | Gry/Wht | 200 N OAK |
| 11/18/2021 | 120574 | 134785 | Dog | Pit | Gry/Wht | 200 N OAK |
| 11/27/2021 | 120577 | 134997 | Cat | DSH | Gry/Wht | 810 W 4TH |
| 11/27/2021 | 120577 | 134996 | Cat | DSH | Gry/Wht | 810 W 4TH |
| 11/27/2021 | 120577 | 134998 | Cat | DSH | Brn/Blk | 810 W 4TH |
| 11/27/2021 | 120577 | 134995 | Cat | DSH | Wht/Brn | 810 W 4TH |
| 11/27/2021 | 120577 | 134994 | Cat | DSH | Blk | 810 W 4TH |
| 11/27/2021 | 120578 | 135000 | Cat | DSH | Blk/Orange | 504 S Hall |
| 11/27/2021 | 120578 | 134999 | Cat | DSH | Blk/Orange | 504 S Hall |
| 11/29/2021 | 120579 | 135023 | Dog | Lab | Blk/Wht | 510 N Madison |
| 11/28/2021 | 120579 | 135022 | Dog | Lab | Blk/Wht | 510 N Madison |
| 11/30/2021 | 120580 | 135090 | Dog | Lab | Black | 900 Blk Broadway |

Webbb City Fire Department

Departmental Statistics for 2020 to 2021

| 2020 | Calls For Service | Building Fires | Vehicle Fires | Natural Cover Fires | Medical Calls | Motor Vehicle Accidents | False Alarms | Service Calls | Hazardous Condition |
|-----------------|--------------------------|-----------------------|----------------------|----------------------------|----------------------|--------------------------------|---------------------|----------------------|----------------------------|
| January | 159 | 6 | 0 | 0 | 101 | 5 | 12 | 32 | 3 |
| February | 128 | 1 | 0 | 3 | 82 | 9 | 2 | 22 | 3 |
| March | 142 | 3 | 1 | 0 | 92 | 3 | 9 | 33 | 1 |
| April | 88 | 2 | 2 | 0 | 58 | 2 | 5 | 18 | 1 |
| May | 131 | 3 | 1 | 2 | 69 | 9 | 7 | 38 | 2 |
| June | 157 | 5 | 0 | 3 | 94 | 7 | 7 | 32 | 9 |
| July | 157 | 5 | 2 | 7 | 93 | 10 | 9 | 26 | 5 |
| August | 165 | 2 | 1 | 3 | 103 | 12 | 5 | 38 | 1 |
| September | 168 | 1 | 0 | 3 | 110 | 11 | 8 | 31 | 4 |
| October | 174 | 3 | 1 | 5 | 89 | 19 | 7 | 45 | 5 |
| November | 148 | 3 | 0 | 0 | 98 | 9 | 2 | 34 | 2 |
| December | 133 | 3 | 0 | 3 | 83 | 8 | 6 | 27 | 3 |
| Totals | 1,750 | 37 | 8 | 29 | 1,072 | 104 | 79 | 376 | 39 |

| 2021 | Calls For Service | Building Fires | Vehicle Fires | Natural Cover Fires | Medical Calls | Motor Vehicle Accidents | False Alarms | Service Calls | Hazardous Condition |
|-----------------|--------------------------|-----------------------|----------------------|----------------------------|----------------------|--------------------------------|---------------------|----------------------|----------------------------|
| January | 142 | 5 | 0 | 0 | 78 | 13 | 9 | 32 | 5 |
| February | 157 | 5 | 1 | 4 | 95 | 6 | 11 | 31 | 4 |
| March | 163 | 7 | 1 | 7 | 105 | 2 | 5 | 33 | 3 |
| April | 163 | 3 | 0 | 5 | 102 | 13 | 5 | 33 | 2 |
| May | 169 | 5 | 2 | 2 | 100 | 13 | 7 | 36 | 4 |
| June | 172 | 4 | 0 | 2 | 96 | 10 | 4 | 55 | 1 |
| July | 199 | 2 | 1 | 2 | 117 | 13 | 9 | 54 | 1 |
| August | 195 | 3 | 0 | 2 | 130 | 11 | 10 | 31 | |
| September | 187 | 2 | 0 | 5 | 113 | 3 | 9 | 52 | 3 |
| October | 156 | 7 | 0 | 2 | 81 | 11 | 9 | 40 | 6 |
| November | 147 | 3 | 1 | 2 | 90 | 12 | 11 | 27 | 1 |
| December | 176 | 6 | 0 | 3 | 118 | 13 | 1 | 32 | 3 |
| Totals | 2,026 | 52 | 6 | 36 | 1,225 | 120 | 90 | 456 | 33 |

change from 2020 276 15 -2 7 153 16 11 80 -6

| Averages per Month | Calls For Service | Building Fires | Vehicle Fires | Natural Cover Fires | Medical Calls | Motor Vehicle Accidents | False Alarms | Service Calls | Hazardous Condition |
|---------------------------|--------------------------|-----------------------|----------------------|----------------------------|----------------------|--------------------------------|---------------------|----------------------|----------------------------|
| 2020 | 145.8 | 3.1 | 0.7 | 2.4 | 89.3 | 8.7 | 6.6 | 31.3 | 3.3 |
| 2021 | 168.8 | 4.3 | 0.5 | 3.0 | 102.1 | 10.0 | 7.5 | 38.0 | 2.8 |

change from same time period in 2020 15.8% 40.5% -25.0% 24.1% 14.3% 15.4% 13.9% 21.3% -15.4%

Webb City



City of Webb City * PO Box 30 * 506 S. Ellis * Webb City, Missouri 64870

Fire Department 417-673-2254 Fax – 417-673-5260

January 4, 2022

To: Webb City Mayor and City Council Members

Ref: Fire Department monthly report for December 2021

The Webb City Fire Department responded to a total of 176 calls for service during the month. See attached sheet for breakdown information.

We had an increase of 276 runs for 2021 over 2020. This is a 15.8% increase for the year. This is also the first time in the last 11 years that we have had over 2000 calls for the year.

We are starting to see an increase in responses to Covid-19 type calls again. Precautions are in place to assure the highest level of safety to our responders.

Members have been assisting with many repairs on apparatus and equipment helping to reduce repair costs and ensuring readiness of emergency equipment.

Once again, we are proud to have served the community over the 2021 year and are looking forward to 2022 and will continue to move forward with pride and honor for our community and visitors.

225 hours of department training and 10 hours of Public Relations has been conducted and we continue to assist the other departments in the city as needed.

Andrew Roughton
Fire Chief

**Webb City, Missouri
Sales Tax Information
General (1 cent)**

| Fiscal Year 2020 -2021 | | | Fiscal Year 2021 - 2022 (Current Year) | | FY 2021 - 2022 as Compared to FY 2020 - 2021 | | | |
|------------------------|---------------------|---------------------|---|-------------------|--|---------------|-----------|-------|
| | Monthly Receipts | YTD Receipts | Monthly Receipts | YTD Receipts | Receipts (+/-) | Running Total | Monthly % | YTD |
| November | 158,555.80 | 158,555.80 | 167,924.53 | 167,924.53 | 9,368.73 | 9,368.73 | 5.91% | 5.91% |
| December | 173,414.51 | 331,970.31 | | | | | | |
| January | 191,383.06 | 523,353.37 | | | | | | |
| February | 177,564.25 | 700,917.62 | | | | | | |
| March | 190,039.72 | 890,957.34 | | | | | | |
| April | 177,528.19 | 1,068,485.53 | | | | | | |
| May | 194,437.57 | 1,262,923.10 | | | | | | |
| June | 181,140.47 | 1,444,063.57 | | | | | | |
| July | 223,703.55 | 1,667,767.12 | | | | | | |
| August | 163,537.61 | 1,831,304.73 | | | | | | |
| September | 213,026.41 | 2,044,331.14 | | | | | | |
| October | 166,493.87 | 2,210,825.01 | | | | | | |
| Totals | 2,210,825.01 | 2,210,825.01 | | | | | | |
| | | | 167,924.53 | 167,924.53 | | | | |

BUDGET 2,210,824

**Webb City, Missouri
Use Tax Information
0.250 cent**

| Fiscal Year 2020 - 2021 | | | Fiscal Year 2021 - 2022 (Current Year) | | FY 2021 - 2022 as Compared to FY 2020 - 2021 | | | |
|-------------------------|-------------------|-------------------|---|------------------|--|---------------|-----------|-------|
| | Monthly Receipts | YTD Receipts | Monthly Receipts | YTD Receipts | Receipts (+/-) | Running Total | Monthly % | YTD |
| November | 38,961.43 | 38,961.43 | 40,471.44 | 40,471.44 | 1,510.01 | 1,510.01 | 3.88% | 3.88% |
| December | 37,256.16 | 76,217.59 | | | | | | |
| January | 28,635.43 | 104,853.02 | | | | | | |
| February | 53,398.33 | 158,251.35 | | | | | | |
| March | 35,786.48 | 194,037.83 | | | | | | |
| April | 41,044.30 | 235,082.13 | | | | | | |
| May | 33,251.40 | 268,333.53 | | | | | | |
| June | 34,218.08 | 302,551.61 | | | | | | |
| July | 30,896.15 | 333,447.76 | | | | | | |
| August | 69,419.45 | 402,867.21 | | | | | | |
| September | 47,953.81 | 450,821.02 | | | | | | |
| October | 54,200.98 | 505,022.00 | | | | | | |
| Totals | 505,022.00 | 505,022.00 | | | | | | |
| | | | 40,471.44 | 40,471.44 | | | | |

BUDGET

505,021

**Webb City, Missouri
Sales Tax Information
Transportation (1/2 cent)**

| Fiscal Year 2020 - 2021 | | | Fiscal Year 2021 - 2022 (Current Year) | | FY 2021 - 2022 as Compared to FY 2020 - 2021 | | | |
|-------------------------|---------------------|---------------------|---|------------------|--|---------------|-----------|-------|
| | Monthly Receipts | YTD Receipts | Monthly Receipts | YTD Receipts | Receipts (+/-) | Running Total | Monthly % | YTD |
| November | 77,366.25 | 77,366.25 | 83,959.41 | 83,959.41 | 6,593.16 | 6,593.16 | 8.52% | 8.52% |
| December | 85,661.16 | 163,027.41 | | | | | | |
| January | 85,440.36 | 248,467.77 | | | | | | |
| February | 85,115.99 | 333,583.76 | | | | | | |
| March | 89,867.17 | 423,450.93 | | | | | | |
| April | 77,605.13 | 501,056.06 | | | | | | |
| May | 96,762.87 | 597,818.93 | | | | | | |
| June | 89,966.71 | 687,785.64 | | | | | | |
| July | 101,906.70 | 789,692.34 | | | | | | |
| August | 80,749.60 | 870,441.94 | | | | | | |
| September | 99,864.36 | 970,306.30 | | | | | | |
| October | 79,852.92 | 1,050,159.22 | | | | | | |
| Totals | 1,050,159.22 | 1,050,159.22 | 83,959.41 | 83,959.41 | | | | |

BUDGET 1,050,158

**Webb City, Missouri
Sales Tax Information
Storm/Park (1/2 cent)**

| Fiscal Year 2020 - 2021 | | | Fiscal Year 2021 - 2022 (Current Year) | | FY 2021 - 2022 as Compared to FY 2020 - 2021 | | | |
|-------------------------|---------------------|---------------------|---|------------------|--|---------------|-----------|-------|
| | Monthly Receipts | YTD Receipts | Monthly Receipts | YTD Receipts | Receipts (+/-) | Running Total | Monthly % | YTD |
| November | 77,366.27 | 77,366.27 | 83,959.39 | 83,959.39 | 6,593.12 | 6,593.12 | 8.52% | 8.52% |
| December | 85,661.19 | 163,027.46 | | | | | | |
| January | 85,440.37 | 248,467.83 | | | | | | |
| February | 85,115.87 | 333,583.70 | | | | | | |
| March | 89,867.19 | 423,450.89 | | | | | | |
| April | 77,605.09 | 501,055.98 | | | | | | |
| May | 96,762.88 | 597,818.86 | | | | | | |
| June | 89,966.70 | 687,785.56 | | | | | | |
| July | 101,906.72 | 789,692.28 | | | | | | |
| August | 80,749.65 | 870,441.93 | | | | | | |
| September | 99,864.33 | 970,306.26 | | | | | | |
| October | 79,852.92 | 1,050,159.18 | | | | | | |
| Totals | 1,050,159.18 | 1,050,159.18 | | | | | | |
| | | | 83,959.39 | 83,959.39 | | | | |

BUDGET 1,050,158

**Webb City, Missouri
Sales Tax Information
Capital Improvement (1/8 cent)**

| Fiscal Year 2020 - 2021 | | | Fiscal Year 2021 - 2022 (Current Year) | | FY 2021 - 2022 as Compared to FY 2020 - 2021 | | | |
|-------------------------|-------------------|-------------------|---|------------------|--|---------------|-----------|-------|
| | Monthly Receipts | YTD Receipts | Monthly Receipts | YTD Receipts | Receipts (+/-) | Running Total | Monthly % | YTD |
| November | 19,341.54 | 19,341.54 | 20,989.91 | 20,989.91 | 1,648.37 | 1,648.37 | 8.52% | 8.52% |
| December | 21,415.29 | 40,756.83 | | | | | | |
| January | 21,360.01 | 62,116.84 | | | | | | |
| February | 21,278.92 | 83,395.76 | | | | | | |
| March | 22,466.75 | 105,862.51 | | | | | | |
| April | 19,401.29 | 125,263.80 | | | | | | |
| May | 24,190.72 | 149,454.52 | | | | | | |
| June | 22,491.88 | 171,946.40 | | | | | | |
| July | 25,476.58 | 197,422.98 | | | | | | |
| August | 20,187.25 | 217,610.23 | | | | | | |
| September | 24,966.29 | 242,576.52 | | | | | | |
| October | 19,963.16 | 262,539.68 | | | | | | |
| Totals | 262,539.68 | 262,539.68 | | | | | | |
| | | | 20,989.91 | 20,989.91 | | | | |

BUDGET

262,576

**Webb City, Missouri
Sales Tax Information
Capital Improvements (3/8 cent)**

| Fiscal Year 2020 - 2021 | | | Fiscal Year 2021 - 2022 (Current Year) | | FY 2021 - 2022 as Compared to FY 2020 - 2021 | | | |
|-------------------------|-------------------|-------------------|---|------------------|--|---------------|-----------|-------|
| | Monthly Receipts | YTD Receipts | Monthly Receipts | YTD Receipts | Receipts (+/-) | Running Total | Monthly % | YTD |
| November | 58,024.53 | 58,024.53 | 62,969.45 | 62,969.45 | 4,944.92 | 4,944.92 | 8.52% | 8.52% |
| December | 64,245.92 | 122,270.45 | | | | | | |
| January | 64,080.02 | 186,350.47 | | | | | | |
| February | 63,837.09 | 250,187.56 | | | | | | |
| March | 67,400.27 | 317,587.83 | | | | | | |
| April | 58,203.89 | 375,791.72 | | | | | | |
| May | 72,572.19 | 448,363.91 | | | | | | |
| June | 67,475.09 | 515,839.00 | | | | | | |
| July | 76,430.06 | 592,269.06 | | | | | | |
| August | 60,562.12 | 652,831.18 | | | | | | |
| September | 74,898.54 | 727,729.72 | | | | | | |
| October | 59,889.55 | 787,619.27 | | | | | | |
| Totals | 787,619.27 | 787,619.27 | | | | | | |
| | | | 62,969.45 | 62,969.45 | | | | |

BUDGET

784,802

CITY OF WEBB CITY

Treasury Report
For November 2021

Compiled by: Lisa Gipson

| Cash Balance Monthly Activities | General Fund | Police Bond Fund | Police Evidence | Public Works Fund | Library Fund | Parks Fund | Storm/Park Fund |
|------------------------------------|-----------------|------------------------|--------------------|-------------------------|-----------------|---------------|--------------------|
| Beginning Balance | 1,667,357.72 | 23,426.19 | 38,912.89 | 477,812.88 | 10,917.62 | 224,297.18 | 14.16 |
| Receipts | 502,654.34 | 2,645.89 | 28.79 | 123,346.73 | 5,124.08 | 15,263.65 | 83,959.39 |
| Disbursements | 723,372.53 | 3,728.50 | 0.00 | 166,070.81 | 4,205.75 | 63,352.37 | 0.00 |
| Ending Balance | 1,446,639.53 | 22,343.58 | 38,941.68 | 435,088.80 | 11,835.95 | 176,208.46 | 83,973.55 |

| | Health Fund | Claims Fund | Habitat Fund | Debt Service | Capital Improvement Fund | HUD Fund | Total Governmental Funds |
|-------------------|----------------|----------------|-----------------|-----------------|--------------------------------|-------------|--------------------------------|
| Beginning Balance | 2,867.43 | 47,306.36 | 30,691.15 | 12,902.89 | 886,759.12 | 14,820.84 | 3,438,086.43 |
| Receipts | 42,167.01 | 87,090.32 | 24.17 | 211,016.92 | 83,959.36 | 0.00 | 1,157,280.65 |
| Disbursements | 87,034.63 | 87,034.63 | 14,445.10 | 119,037.95 | 208,788.00 | 0.00 | 1,477,070.27 |
| Ending Balance | (42,000.19) | 47,362.05 | 16,270.22 | 104,881.86 | 761,930.48 | 14,820.84 | 3,118,296.81 |

| | O&M Sewer Fund | Solid Waste Fund | Water Fund | Meter Fund | Total Enterprise Funds | Total ARPA Funds | Total All Funds |
|-------------------|----------------------|------------------------|---------------|---------------|------------------------------|------------------------|-----------------------|
| Beginning Balance | 2,414,167.50 | 173,150.13 | 1,234,033.76 | 419,931.36 | 4,241,282.75 | 1,224,292.42 | 8,903,661.60 |
| Receipts | 186,694.62 | 47,238.65 | 194,485.52 | 8,155.65 | 436,574.44 | 30.19 | 1,593,885.28 |
| Disbursements | 511,762.34 | 43,155.30 | 109,204.38 | 6,735.00 | 670,857.02 | 0.00 | 2,147,927.29 |
| Ending Balance | 2,089,099.78 | 177,233.48 | 1,319,314.90 | 421,352.01 | 4,007,000.17 | 1,224,322.61 | 8,349,619.59 |

BILL NO. 22-001

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING THE INTERMUNICIPAL AGREEMENT FOR OWNERSHIP, OPERATION AND MAINTENANCE OF WASTEWATER TRANSPORT AND TREATMENT FACILITIES AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Webb City, Missouri (the “City”), the City of Carterville, Missouri (“Carterville”) and the City of Oronogo, Missouri (“Oronogo”), have previously entered into an Intermunicipal Agreement for Ownership, Operation and Maintenance of Wastewater Transport and Treatment Facilities dated May 12, 1993 (the “Original Agreement”), as amended and supplemented by an Addendum dated April 9, 2001, a Second Addendum dated September 22, 2003, a Third Addendum dated October 27, 2003, a Fourth Addendum dated February 26, 2018, and a Fifth Addendum dated September 10, 2018 (collectively, the “Agreement”); and

WHEREAS, the City, Carterville and Oronogo desire to implement, authorize and approve a new Intermunicipal Agreement for Ownership, Operation and Maintenance of Wastewater Transport and Treatment Facilities (the “Intermunicipal Agreement”) attached hereto as **Exhibit A**, and

WHEREAS, the City, Carterville and Oronogo desire to terminate and revoke the original Intermunicipal Agreement and all amendments and addendums thereto, concurrent with the authorization and approval of the new Intermunicipal Agreement attached hereto as Exhibit A.

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

Section 1. The City is hereby authorized to approve and execute the Intermunicipal Agreement, in substantially the form presented to and reviewed by the City Council at this meeting and attached to this Ordinance (copies of said document shall be filed in the records of the City Clerk), with such changes therein as are approved by the Mayor. Execution of the attached Intermunicipal Agreement by the Mayor shall be conclusive evidence of such approval.

Section 2. The City will, and the officials and agents of the City are hereby authorized and directed to take such actions, expend such funds, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Intermunicipal Agreement.

Section 3. This Ordinance shall take effect and be in full force immediately after its passage by the City Council and approval by the Mayor, and all previously approved Intermunicipal Agreements and Addendums are hereby revoked, and shall be null and void.

PASSED by the City Council of the City of Webb City, Missouri, and **APPROVED** by the Mayor this _____ day of JANUARY, 2022.

(SEAL)

Lynn Ragsdale, Mayor

ATTEST:

Kimberley DeMoss, City Clerk

EXHIBIT A

**THE INTERMUNICIPAL AGREEMENT FOR OWNERSHIP, OPERATION, AND
MAINTENANCE OF WASTEWATER TRANSPORT AND TREATMENT FACILITIES**

[On file in the Office of the City Clerk.]

INTERMUNICIPAL AGREEMENT FOR OWNERSHIP,
OPERATION, AND MAINTENANCE OF
WASTEWATER TRANSPORT AND TREATMENT FACILITIES

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the City of Webb City, a municipal corporation of the State of Missouri (hereinafter referred to as Webb City), and the City of Carterville, a municipal corporation of the State of Missouri (hereinafter referred to as Carterville), and the City of Oronogo, a municipal corporation of the State of Missouri (hereinafter referred to as Oronogo), and the City of “any future municipal corporation voted and approved”, a municipal corporation in the State of Missouri (hereinafter referred to as “any future municipal corporation voted and approved”).

WITNESSETH:

WHEREAS, Webb City, Carterville, and Oronogo have heretofore entered into an intermunicipal agreement for the ownership, operation, and maintenance of a wastewater transport and treatment system; and

WHEREAS, said agreement provides for joint construction of a wastewater treatment facility, interceptor sewers, pumping facilities and a force main; and

WHEREAS, “any future municipal corporation voted and approved” has installed and is installing a sewer collection system, and pumping facilities; and

WHEREAS, “any future municipal corporation voted and approved” desires to connect to the existing treatment plant facilities owned and operated by Webb City, Carterville, and Oronogo; and

WHEREAS, the parties have agreed on the allocation of the costs and distribution based upon a pro rata wastewater flow basis.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

ARTICLE ONE

Definitions:

Agreement shall refer to this Intermunicipal Agreement for Ownership, Operation, and Maintenance of Wastewater Transport and Treatment Facilities.

The Board shall refer to the Center Creek Wastewater Treatment Board.

Cities shall refer to the Cities of Webb City, Carterville, Oronogo, and “any future municipal corporation voted and approved”, Missouri.

City Councils or Board of Alderman shall refer to the governing bodies of the Cities of Webb City, Carterville, Oronogo, and “any future municipal corporation voted and approved” Missouri.

Effective Date refers to the date of this Agreement’s passage and approval by the City Councils of Webb City, Carterville, Oronogo, and “any future municipal corporation voted and approved” Missouri.

Joint Facilities shall refer to the City of Webb City’s, Carterville’s, Oronogo’s, and “any future municipal corporation voted and approved” jointly constructed wastewater system improvement facilities, which includes, but is not limited to, the wastewater treatment facility, interceptor sewers, pumping facilities, and force main.

Sewer collection system, or collection system shall refer to the publicly owned system of pipes or conduits used to carry wastewater.

Wastewater shall refer to the liquid and water carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, whether treated or untreated, which is permitted to enter the publicly owned collection and treatment system.

Wastewater treatment facilities shall refer to the facility used for treating wastewater.

Article Two

The cities of Webb City, Carterville, and Oronogo do hereby covenant and agree to cause to be transferred ownership based on flow, interest in the joint existing sewer collection system owned collectively by the cities of Webb City, Carterville, and Oronogo. As consideration for the transfer of said ownership interest, “any future municipal corporation voted and approved” agrees to purchase a portion of said systems reserve capacity for the sum of Ten and No/100 Dollars (\$10.00). Membership and or Ownership is prohibited to any entity, public or private, other than Missouri municipal corporations.

Article Three

The cities shall continue to own, operate, and maintain their presently existing sewer collection systems separately. Each city shall continue to own their presently existing transport and treatment facilities, including the land and improvements thereon.

Article Four

The operational and maintenance responsibilities of the completed Joint Facilities shall be prorated based on the flow of the four cities to the nearest gallon, which is 82.17% Webb City, 10.69% Carterville, 7.04% Oronogo and thus “any future municipal corporation voted and approved” based on flow percentage.

Article Five

Each city has adopted and shall continue to enforce a sewer use ordinance approved by the appropriate agency of the State of Missouri, including the Department of Natural Resources, and the appropriate agency of the United States of America, including the Environmental Protection Agency.

Article Six

The responsibility for the operation, maintenance, and replacement of the Joint Facilities, exclusive of the presently existing collection systems of each city, shall rest with the Center Creek Wastewater Treatment Board.

The Center Creek Wastewater Treatment Board, hereinafter referred to as the BOARD, shall consist of the Mayors of Webb City, Cartersville, Oronogo, and “any future municipal corporation voted and approved”, the four members of the Webb City Wastewater and Solid Waste Board, two citizens of Cartersville, who shall be appointed by the Mayor of Cartersville and approved by the Cartersville City Council, two citizens of Oronogo, who shall be appointed by the Mayor of Oronogo and approved by the Oronogo City Council, and one citizen of “any future municipal corporation voted and approved”, who shall be appointed by the Mayor of “any future municipal corporation voted and approved” and approved by the “any future municipal corporation voted and approved” City Council. The parties further agree that in the event any additional municipal users are added to the system in the future, board membership will be allocated to each municipality based on the percentage of ownership, which is currently established as follows: Webb City 82.17%, Cartersville 10.69%, Oronogo 7.04%.

Each member, before entering upon his official duties as a member of the BOARD, shall take and subscribe to an oath before an officer authorized by law to administer both, that he will honestly, faithfully, and impartially perform the duties devolving upon him as a member of the BOARD, and will not neglect any of the duties or responsibilities imposed on him.

The Mayors of Webb City, Cartersville, Oronogo, and “any future municipal corporation voted and approved” shall alternately serve one-year terms as BOARD Chairman.

The BOARD shall select one of its members as Secretary who shall serve for a period of one (1) year. A majority of the BOARD shall constitute a quorum.

A. Duties of the Board:

- (1) The BOARD shall employ professional, supervisory, clerical, operational, maintenance, or other staff as needed and determine their compensation. All employees shall serve at the will of the BOARD.
- (2) The BOARD shall hold regular monthly meetings and the Chairman may call special meetings when it is deemed necessary.
- (3) All persons charged with handling funds shall be required to give bond in an amount fixed by the BOARD, but at the expense of the BOARD.
- (4) The BOARD shall employ a competent accountant to conduct an annual audit of the receipts, expenditures, and fixed assets of the BOARD.
- (5) The BOARD shall have the general power to manage the affairs of the completed Project and all powers vested in the BOARD shall be exercised except insofar as approval of any action by popular vote may be expressly required by law.
No express grant of power or enumeration of powers herein shall be deemed to limit the generality or scope of any grant of power.

- (6) The BOARD may sue and be sued and may enter into any contract necessary or proper for the exercise of its powers or the accomplishment of its purposes.
- (7) The BOARD may acquire by purchase, gift, or may lease or rent any real or personal property. All the powers may be exercised as may be necessary for the exercise of its powers or the accomplishment of its purposes. The BOARD may hold property for such purposes, and may lease, rent, or sell or otherwise dispose of any property so far as not needed for such purposes.
- (8) The BOARD may accept and utilize grants, donations, gifts, or contributions from the owners of property within the service area or from others.
- (9) The BOARD may, upon such terms as may be agreed upon with the respective governing bodies or authorities concerned, authorize the use by any other governmental subdivision or public agency of any facilities of the system constructed for any purpose herein provided so far as the capacity thereof is sufficient beyond the needs of the BOARD. The BOARD may extend any such system, works, or facilities and permit the use thereof by persons outside the system, so far as the capacity thereof is sufficient beyond the needs of the BOARD upon such terms as the BOARD may prescribe.
- (10) The BOARD may be a party to a joint cooperative project, undertaking, or enterprise with any one or more other governmental subdivisions or other public agencies for any purpose herein provided according to terms as may be agreed upon between the governing bodies or authorities concerned.

B. It shall be the mandatory duty of the BOARD to:

- (1) Determine the revenues required from each city for the operation, maintenance, and replacement of the completed Project.
- (2) Cause disbursements to be made, first to the payment of the expenses of operating, maintaining, and replacing the completed Project; second to the payment of wages and other obligations payable from such revenues; third to the establishment of a proper depreciation reserve for the benefit of the completed Project; fourth for the payment of the cost of improvements to the completed Project.
- (3) Install and maintain proper books or records and accounts (entirely separate from all other records and accounts of the cities) in which correct entries shall be made of all dealings or transactions of or in relation to the properties, equipment, materials, business, and affairs of the completed Project. Such accounts shall show the amount of all revenues received for the completed Project, the application of such revenues, and all financial transactions in connection therewith. At least once a year such accounts shall be audited properly by a public accountant employed for that purpose to be paid from the revenues received for the system. Such audits shall, at all times during the usual business hours, be open to the examination and inspection by any taxpayer, or any user of the services of the completed Project or by anyone acting for or on behalf of any such taxpayer or user.

- (4) Perform all duties which may be required with respect to the operation of the completed Project or with respect to the revenues derived or to be derived from the operation thereof imposed by law or set out in any reasonable and valid covenant and agreement.
- (5) Develop an Annual Operations Plan and Budget by the first day of November every year for the following fiscal year and to present the Annual Operations Plan and Budget complete with fiscal requirements to the next regular meeting, after determining the same, to each city's governing body.

C. Duties of the Officers

- (1) The Chairman of the BOARD shall preside at all meetings and execute all contracts into which the BOARD may enter. In the absence of the Chairman, the Secretary shall assume his duties.
- (2) The Secretary shall keep the official records of the meetings of the BOARD, attest all official documents, make reports pertaining to the business of the BOARD when requested to do so by the BOARD, and perform all other duties imposed upon him.
- (3) The BOARD shall designate a Custodian of the funds of the BOARD and the Custodian shall pay money out of the accounts only upon warrants drawn on the accounts. Warrants shall be signed by the Secretary and countersigned by the Chairman.
- (4) The BOARD, from time to time, may make additional rules and regulations concerning the duties of its officers and other employees.
- (5) The Chairman and/or the Secretary shall notify all members in writing not less than seventy-two (72) hours in advance of any meeting, special or regular.
- (6) Each member of the BOARD shall have one (1) vote.
- (7) A simple majority of the membership shall constitute a quorum and a simple majority of those present at any vote shall constitute passage of the motion.

Article Seven

The collection and disbursement of all revenues, the establishment and maintenance of all financial accounts, ledgers, and other such records as may be required by direction of the BOARD shall be the responsibility of the designated Custodian, and shall be established, identified, and maintained entirely separate from any and all other such financial records and accounts.

Article Eight

The Board shall establish annual revenue requirements needed for operation, maintenance, and replacement of the Joint Facilities. The rate charged the cities shall be one hundred percent (100%) of the revenues required to operate, maintain and replace the Joint Facilities serving the cities, apportioned between the cities in accordance with usage, in accordance with the following protocol: (i) the Board shall install and maintain flow meters in the lines bringing wastewater to the Joint Facilities

from the cities of Oronogo, Carterville and “any future municipal corporation voted and approved”: (ii) data from the flow meters, collected over a twelve-month period, from September 1st through August 31st each year, will be used to determine the prospective assessment of pro-rated charges to be paid by each city on a quarter-annual basis beginning November 1st and continuing on February 1st, May 1st, and August 1st; (iii) said data shall also be used to determine the retrospective adjustment, if any, to be paid by the cities on November 1st each year, in order to balance the total charges paid by each city against the actual usage attributed to each city; (iv) charges for “any future municipal corporation voted and approved” shall be based on an estimated annual flow until such time that a flow meter is installed and generating data for twelve months.

The Board shall provide a copy of its annual budget and audited financial report to each city, and each city shall make a copy of the same available for public inspection.

Should any city fail to pay the full amount of any assessment when due, such city shall be considered delinquent, and a late fee of ten percent (10%) shall be assessed by the Board on any amount remaining delinquent for more than ninety (90) days.

Article Nine

Each city has enacted and will continue to enforce a user charge ordinance which will proportionately recover all operation, maintenance, and replacement costs for which each city is responsible. Each user charge ordinance and any amendments thereto must be approved by the appropriate agency of the State of Missouri, including the Department of Natural Resources, and the appropriate agency of the United States of America, including the Environmental Protection Agency.

Article Ten

All claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof shall be decided by arbitration in accordance with the current rules, procedures, and practices of the American Arbitration Association.

Article Eleven

This Agreement may be amended only when mutually agreed upon by the City Councils and Board of Alderman of each city.

Article Twelve

This Agreement shall be in full force and effect through and until December 31, 2024. If the Board has incurred indebtedness, including without limitation the issuance of bonds or a financing through the State Environmental Improvement and Energy Resources Authority, this Agreement shall automatically renew for successive five (5) year periods until said indebtedness is paid or until sufficient funds shall have been set aside irrevocably in trust to satisfy such indebtedness, the final renewal term to extend not later than December 31, 2059. Once all indebtedness is paid or sufficient funds have been set aside irrevocably in trust to satisfy such indebtedness, this Agreement shall renew for successive five (5) year periods if mutually agreed upon by the parties through December 31, 2059; provided that, each municipality shall, by resolution of its governing body adopted not less than sixty (60) days (or such later

date as may be agreed to by the parties) prior to the termination date, authorize the extension of this Agreement.

Notwithstanding the forgoing provisions, any municipality may withdraw from this Agreement upon giving six months' written notice to the Board, evidenced by resolution of its governing body, and the payment of all amounts in arrears for assessments for the operation, maintenance and replacement of the Joint Facilities; provided that, if the Board, prior to the receipt of such notice, shall have incurred indebtedness which matures after the effective date of the notice of withdrawal, the withdrawal shall not become effective until such indebtedness shall have been paid by the Board, or until sufficient funds shall have been set aside irrevocably in trust to satisfy such indebtedness, or, in the alternative, until the withdrawing municipality shall have paid to the Board its *pro rata* portion thereof, or until sufficient funds have been set aside irrevocably in trust to satisfy such portion. Any municipality that withdraws from this Agreement shall thereby forfeit any ownership interest in any project of the Board and shall not be entitled to any property or asset of the Joint Facilities. Any municipality that has given notice of withdrawal shall not be obligated for new indebtedness after the date of giving such notice.

Withdrawal from this Agreement shall not in any event affect or otherwise terminate or alter any contractual obligation then existing between the Board and such municipality.

Any municipality shall have the right to install measuring devices to calculate the flow of wastewater either within the respective municipality or from the respective municipality. Such information may be utilized in any recalculation of charges or rates at the successive five (5) year renewal periods set forth herein.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCILS AND BOARD OF ALDERMAN FOR THE CITIES OF WEBB CITY, CARTERVILLE, ORONOGO, hereby authorize and direct that the Mayors and the City Clerks of said cities execute this joint agreement for the ownership, operation, maintenance, and replacement of the completed Project and to take all steps necessary in connection with the execution of said agreement for and on behalf of said city, and that the act of said Mayor and City Clerk in the execution thereof should be and the same is hereby approved, ratified, and confirmed.

It is understood and agreed that this Agreement is conditioned upon approval by Missouri's Department of Natural Resources and the State Director of FMHA of the contemplated connection by "any future municipal corporation voted and approved" to the existing system, and upon payment by "any future municipal corporation voted and approved" of the consideration required under Article Two of this Agreement. This Agreement shall substitute for and replace the existing agreements previously executed between Webb City, Carterville, and Oronogo and it shall become operative and in full force and effect from and after its passage and approval by the cities of Webb City, Missouri, Carterville, Missouri, and Oronogo, Missouri.

PASSED by the City Council of the City of Webb City, Missouri, this _____ day of _____, 2022.

ATTEST: By _____
Mayor

City Clerk
(CITY SEAL)

PASSED by the City Council of the City of Cartersville, Missouri, this _____ day of _____, 2022.

ATTEST: By _____
Mayor

City Clerk
(CITY SEAL)

PASSED by the City Council of the City of Oronogo, Missouri, this _____ day of _____, 2022.

ATTEST: By _____
Mayor

City Clerk
(CITY SEAL)