

**CITY OF WEBB CITY, MISSOURI
CITY COUNCIL MEETING
Tentative AGENDA
Monday, January 24, 2022
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INVOCATION
PLEDGE

OPENING OF MEETING

Roll Call
Mayor's Statement
Public Comments

ADMINISTRATOR'S REPORT

Administrator Report

CONSENT AGENDA

- | | |
|-------------------------------------|---|
| 1. Council Minutes-January 10, 2022 | 2. Park Board Minutes November 10, 2021 |
| 3. Sales/Use Tax | 4. Treasurer's Report |

ORDINANCES AND RESOLUTIONS

Council Bill No. 22-001- Center Creek 201 Board Intermunicipal Agreement (2nd)

MOTIONS

Farmers Market Kitchen-Accept quote for new roof for Farmers Market Kitchen (Motion to approve and vote)

COMMITTEE REPORT

1. Financial Oversight
 - A. Statement of Accounts, January 24, 2021 Action & Authorization
2. Committee of the Whole
 - Next Council Meeting February 14, 2021 (3 weeks)

ADJOURN



Administrator's Report 01/24/22

Covid test sites have been set up and running for the last two weeks. The crowds show no sign of letting up. We have had several city employees who have tested positive recently but thankfully there have been no serious symptoms, none have required hospitalization and most have been able to return to work in 5 days.

Community Development Coordinator Erin Turner has been promoted to the position of Community Development Director and will now be responsible for additional duties within the Parks Department and other activities here in Webb City. One of her additional duties will be to work with the Parks Department to enhance all the festivals and activities to be held in the Parks next year along with operation and management of the sport programs concession stands. Bryan Waggoner will be promoted to Parks Director upon Tom Reeder retiring in May. Together they will assume the duties currently held by the Sporting Coordinator thus eliminating that position.

Farmers Market Kitchen is in need of a new roof. There have been several locations where the roof has leaked and we have patched it several times. City staff has sought bids to do a complete roof over the kitchen facility. This project will be presented to council for approval

Work has continued on the city owned property located on Broadway and Daugherty within the Centennial Retail Park. Signs have been placed along East Street and off of Daugherty and Broadway advertising the commercial property available.

City staff and the Mayor participated in the Webb City Chamber "State of the City Address" on Thursday at the Webb City Events Center. Information was given in regards to our continued strong economic footing and growth here in Webb City.

City Staff have been working on a **plan to advertise the Centennial Retail Park** and the available retail opportunities within the district. We plan to present a plan at the next Centennial Transportation District Board meeting and possibly use the TDD proceeds and rent a billboard along MO249 and maybe Interstate 49 southbound.

Previous Meetings

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!

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 **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, January 10, 2022
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INVOCATION	Councilman Jerry Fisher 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, January 10, 2022 at 5:30 p.m. in Council Chambers. Mayor Lynn Ragsdale presided.
ROLL CALL	<p>The following members answered roll call: Andy Queen, Gina Monson, Jonathan Shull, Debbie Darby, Ray Edwards, Jerry Fisher, and Jim Dawson. There being seven members present, and seven 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, Parks Director Tom Reeder, Waste Water Director William Runkle, Economic Development Coordinator Erin Turner and Street & Water Director Rick Roth. Absent: Fire Chief Andy Roughton.</p> <p>Councilwoman Barroeta came in the meeting at 5:34 p.m.</p>
MAYOR'S STATEMENT	Mayor Ragsdale stated that he was thankful that we are in a new year and looking forward to a great year in 2022.
VISITOR	William Gilleland, 615 E. 5 th Street, Webb City, came to inform the council that the city had placed a lien on his property due to a renter doing damage to the water meter. Mayor Ragsdale stated the complaint had been noted and to contact City Administrator Carl Francis.
ANNOUNCEMENT	Police Chief Don Melton presented Patrol Officer Greg Pachlhofer to the council to announce Greg's retirement of 31 years with the City of Webb City. Everyone thanked Greg for his years of serve and wished him well.
ADMINISTRATOR	Administrators Report for January 10, 2022 was available for the Council to review. Mr. Francis stated that Ivy Medical has set up free COVID testing at the Club House on Madison Street.

CITY OF WEBB CITY, MISSOURI
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CONSENT AGENDA

Mayor Lynn Ragsdale entertained a motion to accept the Consent Agenda items for January 10, 2022. Councilman Shull moved to approve the consent agenda items for January 10, 2022. Councilwoman Darby seconded. The motion carried with eight yes votes.

- | | |
|--------------------------------------|-----------------------|
| 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 |

COUNCIL BILL NO 22-001

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.

Councilman Fisher presented Council Bill No. 22-001 for the first reading. First reading completed. Councilman Fisher moved to accept the first reading. Councilman Shull seconded. The motion carried with eight yes votes.

**FINANCIAL
OVERSIGHT**

Councilwoman Monson moved to accept the Statement of Accounts dated December 27, 2021 and January 10, 2022. Councilman Queen seconded. The motion carried with eight yes votes.

Statement of Accounts is as follows:

City Electronically	384-400	104,608.72
City Electronically Prime Pay	100016-100017	304.85
City Fund	36173-36379	244,256.30
Habitat Electronically	135-138	1,328.07
Habitat Fund	796-799	3,800.53
Water Meter Fund	5946	<u>5,818.00</u>
Grand Total		\$360,116.47

**COMMITTEE OF
THE WHOLE**

Mayor Lynn Ragsdale set the next Council Meeting for Monday, January 24, 2021 at 5:30 p.m. in the Council Chambers.

CITY OF WEBB CITY, MISSOURI
COUNCIL MEETING MINUTES
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CLOSED SESSION

Mayor Ragsdale entertained a motion to go into closed session for RSMO610.021 Subsection (3) Personnel. Councilwoman Barroeta moved to go into closed session. Councilwoman Monson seconded. The motion carried with a roll call vote. Yes: Queen, Monson, Shull, Edwards, Barroeta, Fisher, and Dawson.

ADJOURN

Mayor Lynn Ragsdale entertained a motion to adjourn the closed meeting. Councilwoman Darby made the motion to adjourn. Councilwoman Barroeta seconded. The motion carried with a roll call vote. Yes: Queen, Monson, Shull, Darby, Edwards, Barroeta, Fisher, and Dawson. The closed session was adjourned at 6:16 p.m...

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

Kimberley E. DeMoss, City Clerk

**Webb City Park Board Meeting
Wednesday, November 10, 2021**

The meeting was opened by President Richard Copeland at 6:00 p.m. with the Pledge of Allegiance.

Members Present: Richard Copeland, President, Nancy Spaeth, Brittaney Newby, Chris Taylor, Gary White, Jan Waldie

Members Absent: Sheila Harper, Nate Ervin

Staff Present: Tom Reeder

Guests: None

Brittaney Newby was introduced as a new board member, and she gave a brief history, and she was welcomed as new member.

Minutes: With a motion made by Chris Taylor and seconded by Gary White, the minutes from the previous meeting of October 13th, 2021, were unanimously approved.

Gary White, the liaison member to Farmer's Market, gave an update on the Market activities and reported that they want to get their own Wi-Fi connection. This will greatly benefit the vendors. They have contacted Sparklight, and they will install it for \$100/month. After discussion there was no opposition and encouraged the market board to proceed.

Park Directors Report: Tom reported that they are still waiting for the playground equipment for Stadium View Park to be delivered. He reported that over 3700 tickets for the Polar Bear Express were sold last Saturday. Friday and Saturday nights are sold out but there are still some tickets for Thursday evening. He reported that they are working on the parking lot east of the soccer fields and was still working on getting lights for soccer fields at the old Rodeo location.

Tom reported that Erin Turner will be in charge of the Polar Express this year and is getting volunteers lined up.

Since it has been a tradition that we skip the December board meeting, Jan Waldie moved to skip this year December board meeting. This was seconded by Chris Taylor and unanimously passed. Next board meeting will be January 12th.

Upon motion made by Chris Taylor and seconded by Jan Waldie the meeting was adjourned at 6:20 PM.

Respectfully submitted

Richard Copeland
Acting Secretary

**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	193,298.20	361,222.73	19,883.69	29,252.42	11.47%	8.81%
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						
			361,222.73	361,222.73				

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	44,464.31	84,935.75	7,208.15	8,718.16	19.35%	10.26%
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	84,935.75				

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	90,170.83	174,130.24	4,509.67	11,102.83	5.26%	6.81%
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						
			174,130.24	174,130.24				

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	90,170.84	174,130.23	4,509.65	11,102.77	5.26%	6.81%
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						
			174,130.23	174,130.23				

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	22,542.72	43,532.63	1,127.43	2,775.80	5.26%	6.81%
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						
			43,532.63	43,532.63				

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	67,628.10	130,597.55	3,382.18	8,327.10	5.26%	6.81%
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						
			130,597.55	130,597.55				

BUDGET

784,802

CITY OF WEBB CITY

Treasury Report
For December 2021

Compiled by: Lisa Gipson

Cash Balance Monthly Activities	General Fund	Bond Fund	Police Evidence	Public Works Fund	Library Fund	Parks Fund	Storm/Park Fund
Beginning Balance	1,446,639.53	22,343.58	38,941.68	435,088.80	11,835.95	176,208.46	83,973.55
Receipts	425,874.68	5,442.14	29.77	131,413.73	58,897.02	26,270.94	90,170.84
Disbursements	482,238.22	2,647.50	0.00	138,329.68	59,141.28	78,466.16	0.00
Ending Balance	1,390,275.99	25,138.22	38,971.45	428,172.85	11,591.69	124,013.24	174,144.39

	Health Fund	Claims Fund	Habitat Fund	Debt Service	Capital Improvement Fund	HUD Fund	Total Governmental Funds
Beginning Balance	(42,000.19)	47,362.05	16,270.22	104,881.86	761,930.48	14,820.84	3,118,296.81
Receipts	41,960.16	83,092.63	25,422.25	80.17	90,170.82	0.00	978,825.15
Disbursements	83,038.63	83,038.63	12,131.48	0.00	0.00	0.00	939,031.58
Ending Balance	(83,078.66)	47,416.05	29,560.99	104,962.03	852,101.30	14,820.84	3,158,090.38

	O&M Sewer Fund	Solid Waste Fund	Water Fund	Meter Fund	Total Enterprise Funds	Total ARPA Funds	Total All Funds
Beginning 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
Receipts	165,493.10	42,039.63	142,886.67	6,921.84	357,341.24	31.20	1,336,197.59
Disbursements	106,652.43	43,374.42	105,718.48	6,940.00	262,685.33	0.00	1,201,716.91
Ending Balance	2,147,940.45	175,898.69	1,356,483.09	421,333.85	4,101,656.08	1,224,353.81	8,484,100.27

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, Cartersville, Oronogo, and "any future municipal corporation voted and approved" Missouri.

Joint Facilities shall refer to the City of Webb City's, Cartersville'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, Cartersville, 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, Cartersville, 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% Cartersville, 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)

Council Report

City of Webb City

New Roof for King Jack
Park Kitchen

1/24/22

SUBJECT:

City staff have been making several repairs to the Farmers Market Kitchen for the past many weeks. We have discovered that the roof is in need of replacement and have sought bids for the work having decided that a membrane covering on the flat roof would be the most economical and best way to repair it.

Brennemans Construction presented two options ranging from \$12,830 to \$17,641
Abernathy Roofing presented a cost of \$15,000 (see attached)

RECOMMENDATION:

Authorize the Mayor to enter into a contract with Abernathy Roofing who at the recommendation of Public Works offer the best product and warranty for a silicone covering with a 20 year warranty

FISCAL IMPACT:

There are available funds for this unbudgeted capital purchase. Determination of a budget revision will be made later in the year.

Prepared By:

Carl Francis, City Administrator

Reviewed by:

Kim DeMoss City Clerk

Reviewed by:

Tracy Craig Finance Director

Brennemans Construction and Roofing

270 S Highway KK
Lamar, MO 64759 US
+1 4175294326
info@brennemanroofing.com



Estimate

ADDRESS

Webb City
200 S Main
Webb City, MO 64870

SHIP TO

Webb City
200 S Main
Webb City, MO 64870

ESTIMATE # 21-113

DATE 12-07-2021

EXPIRATION DATE 12-31-2021

DATE	ACTIVITY	ACTIVITY	QTY	AMOUNT
	Farmers Market Kitchen Approx 2,970 sq ft TPO including parapet walls			
	OPTION 1 Coating system to renew existing roof	Re-Coat	2,970	12,830.40
	Application of WAC II cleaner Rinse with high pressure wash			
	Application of Primer to enhance adhesion			
	Application of Base Coat and fabric to all seams			
	Application of Top Coat at 2 gal per 100 sq ft			
	Option 2 Tear off existing and install TPO	TPO	2,970	17,641.80
	Removal of all existing roofing Roof deck repaired as needed (\$4.35 a ft)			
	Install of cover board/ ISO			
	Install of 60 mil TPO over entire roof TPO run up over parapet wall to outside edge			
	All details and flashing to manufacture specs Utilizing termination bar and flashings			
	Cover board and TPO mechanically fastened			
		SUBTOTAL		30,472.20
		TAX		0.00

ESTIMATE

Abernathy Roofing & Construction
1901 N. Rangeline Rd.
Joplin, MO 64801
(417) 540-4411

Sales Representative
Kyle Burch
(479) 685-7621
kyle@abernathyconst.net



Webb City-Eddie
555 S Main St
Webb City, MO 64870

Estimate #	4222
Date	12/13/2021

Item	Description	Qty	Amount
Silicone Spray Roof	This includes cleaning and silicone spraying entire roof as well as sealing up around edges to make sure no leaks for the future. This product is warranted for 20 years.	1.00	\$15,000.00

Sub Total	\$15,000.00
Total	\$15,000.00

SPECIAL INSTRUCTIONS

Please call if any questions. Kyle 479-685-7621.