INVOCATION
Carleen Herbert, Sacred Heart Church gave the invocation

PLEDGE

OPENING OF MEETING
Roll Call
Mayor Statement
Public Comments

PUBLIC HEARING
Cerebral Palsy of Tri-County

ADMINISTRATOR’S REPORT
Report Attached

CONSENT AGENDA
1. Council Minutes-February 26, 2018

ORDINANCES AND RESOLUTIONS
Council Bill No. 18-007 Rezone D Highway, Tract 5 from A-1 Agricultural District to C-2 Commercial District- map attached (Mike Jarvis, Webb City, Mo.) (2nd)
Resolution No 18-1000-Encroachment agreement re- Main Street sidewalk project

MOTIONS
PD-Apply for Grant funding from the Missouri Department of Transportation/Highway Safety Division (Motion to approve and vote)
PW-Purchase a 2018 sidearm mower from Gateway (Motion to approve and vote)

COMMITTEE REPORT
1. Financial Oversight
   A. Statement of Accounts, March 12, 2018 Action & Authorization
2. Committee of the Whole
   Next Council Meeting March 26, 2018 at 5:30 p.m.

OTHER

CLOSED SESSION
RSMO: 610.021 Subsection 2-Real Estate

ADJOURN
Administrators Report 03/12/18

We are very fortunate to have employees who all are willing to work together to assist each other. This lettering and graphic work was recently completed by the Fire Department and applied to the new Public Works lift truck. The purchase of a vinyl machine and the willingness of our employees to make this possible has shown to not only save funds but also has really improved our quality of service.

Atwood’s held their pre bid meeting with area contractors on Wednesday at the Webb city 66 Event center. They are offering the work to all local contractors who are interested in bidding. They have set March 21st as the deadline to return the bids. They plan to break ground near the 2nd week in April.

The owner of the building with the last of the large awnings are coming down on Main Street south of 2nd Street on the east side. We will be putting together budget figures for next year to enhance the sidewalk and lighting to match the rest of downtown during the 18/19 Fiscal year.

4 New street lights have been installed on Main Street starting at the Bradbury Bishop building and going north. There is an obvious lighting improvement. We will be putting together the quote for complete replacement on Main once council has approved and authorized.

Water Department staff have been in communication with our engineering company and water drilling companies. Our plan is to try and complete a new well in the 18/19 FY. This is in accordance with our recently completed Hydrology study and the need to increase our gallon per minute capacity. We have made nearly all
well improvements the study has called for and hopefully will begin to see a reduction in our supplemental water charges in the coming months.

Last week staff received a few complaints reference the ball fields all being closed and unavailable prior to the start of the Webb City league season. The decision was made to open the senior field to scheduled practices and those who wished to practice when there was not a team present. We feel that this is a good compromise since the senior field is probably the most established sod wise and the least used during the season.

We received four banking proposals as a result of our recently advertised request for banking service proposals. We will be examining them and meeting with the institutions personnel in the coming weeks. Finance Department is also in the process of starting up our on-line bill payment option on our website for all Webb City utilities. I realize this may sound like a fairly simple task but I assure you it is most complicated and requires a thorough knowledge of the processes involved. I applaud the Finance Department staff for their continued efforts to make this a success.

We have negotiated and received our easement request for crossing the Star Gas Pressure line on Main Street. This is just one of the hurdles we have been working on to accomplish the Main Street sidewalk out to Robin Ridge.

**Previous Council Meetings**

Staff are working with a local group who is planning a possible 4th of July Fireworks display this year in King Jack Park. If completed we will be bringing details to council for approval.

This year’s Main Street Spring Festival will be held on April 14th. There will be a concert on Broadway, Food Trucks and vendors. Stand by for further details.

#9 well has been refurbished with a new pump and lowered another 100 feet. We anticipate this to add an additional 50GPM. It had recently broke down with motor and starter issues.

Park Department and Public Works have started the batting cages next to the softball fields. We hope to have them completed before the start of season practices on April 1st.

On January 1st the baseball and softball fields in King Jack Park were closed and locked in order for park employees to make all necessary repairs and maintenance. This is being done to protect the fields from damage such as occurred last year and we had the group of coaches complain about the condition of the fields at start of season.

Staff has conducted preliminary meetings and research on the possible building of an indoor recreation facility in King Jack Park. We are gathering price estimates and working with a design company (Paragon) to seek best advice and ideas.

City Staff participated in a meeting with representatives from MODOT, Union Pacific Railroad, Missouri Northern Arkansas Railroad and Department of transportation to finalize plans for the N. Main Sidewalk crossing of the rail tracks on North Main. We left the meeting encouraged that many of the issues were resolved to our benefit and the project we feel is close to being ready to bid out to contractors.
The final deed has been obtained and filed for the building sale of 27 and 29 S. Main. We look forward to closing this sale as soon as possible. The buyer has been in possession of keys for the last week and all is moving forward as planned.

Community Development is working to offer a new event this year in King Jack Park. We are developing a series of free concerts to be held at the amphitheater at King Jack Park. The plan is to have 6 this summer starting on the first Thursday in May and continuing thru October. There will be food vendors present and we have upgraded the electrical to accomplish this.

**Fountains for the lakes** in King Jack Park have been delivered. Public Works will be working to install them soon. Our main concern right now is water depth. There is obviously a leak somewhere and we are working to find it. There will be some water sealing material ordered soon to try and at least slow the leak to where the water level can be maintained. We need some rain!

The next large project for our **Waste Water collection** system is about to begin. Crews will be moving to the site on S. Hall Street to begin installing the first phase of main line extension south. It is our hope to reach Zora Avenue some day with service.

*Please continue to forward complaints or concerns regarding code violations.* We are working hard to try and monitor our progress on these situations and report back to the reporting parties what is being done to remedy them.

Carl Francis
City Administrator
FUTURE NEEDS ASSESSMENT

Street Department
Robin Ridge Sidewalk $250,000 that hopefully will be funded thru a MODOT grant at 80% only requiring about $53,000 in city match funds. Design phase is nearly complete and the plans are now submitted to MODOT for approval since most of the construction will be upon MODOT right of way. Madison Street Sidewalk from the high school to 171 is approved by the MODOT Highway Commission and now entering the design phase. (Dawson Drive was completed Fall 2017)

Water Department
Recent Hydrology Study Completed by Olsson Engineering and submitted to DNR for review has outlined about $1.5 million in needed improvements over the course of the next 5 to 10 years. We are in process of seeking grant funding but it is anticipated that we will be required to plan within our budget $120,000 to keep up with well and line maintenance this current FY. (wells #8, 11 and 9 have all been refurbished in the last three years)

Wastewater
201 Waste Water Board has applied for a $2.75 million State Revolving Fund Loan to make improvements to the Waste Water Plant that will reduce costs with sludge removal but the startup funding is still needed. The planned wetland is hopefully going to assist with the zinc issue but we will still need to continually budget large amounts of funds on the collection system. The plant is still in need of about $2,000,000 in upgrades to meet current and known future requirements. (permits are being approved and construction is anticipated to begin this spring)

Parks and Recreation
 Probably the next major improvement we would want to see in our parks system is the addition of an indoor sports facility. Staff is currently working with possible donors to the project and architects who are assisting with planning and design. It is anticipated that a fully functional facility would cost in the $600,000 range but we are focused on accomplishing the basic structure at this time.

Police Department
The current facility is getting very old. We will someday be required to spend some large amounts to remodel the current building to assure it remains Downtown. I feel it is important to keep the facility in our downtown. $50,000 is in our current year budget and I do not see that changing for years to come, unless we plan out a new facility constructed downtown. (New façade is up and looks great!)

Fire Department
Recent Fire Engine purchase $500,000 and long range requirement to replace the ladder truck is next. $800,000

Storm Water
Our agreement with the MODNR is called the MS4 Permit. This requires that the city maintain green spaces and prevents us from making major changes to the storm drain system such as concreting the Alpine Estates ditch along Oronogo.

Administration
Our Self Insured Health Plan has seen 0 increase in the last 4 years but our luck may run out soon..

Carl Francis
City Administrator
INVOCATION
Pastor Scott Smith from Wellspring Church 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, February 26, 2018 at 5:30 p.m. in Council Chambers. Mayor Lynn Ragsdale presided.

ROLL CALL
The following members answered roll call: Joshua Hensley, Gina Monson, Debbie Darby, Alissa Barroeta, Jerry Fisher, and Jim Dawson. Absent: Jonathan Shull, and Ray Edwards. There being six members present, and six members representing a quorum. Mayor Lynn Ragsdale declared this session of council officially opened. Also present were: City Administration Carl Francis, City Clerk Kimberley DeMoss, Attorney Troy Salchow, Finance Administrator Tracy Craig, Fire Chief Andy Roughton, Police Chief Don Melton, Sewer Director William Runkle, Parks Director Tom Reeder, and Economic Development Coordinator Erin Turner. Absent: Rick Roth Street and & Water Director.

MAYOR’S STATEMENT
Opening Remarks from Mayor Ragsdale

VISITORS
City Clerk Karen Rost, Marshfield, Mo., City Clerk Traci Cox, Carthage, Mo., and City Clerk Barb Gollhofer Joplin, Mo gave a presentation to the Council regarding City Clerk Kimberley DeMoss for her dedicated service to the Citizens of Webb City, Missouri and for the commitment and perseverance to obtain the certificate of Continuing Missouri Registered City Clerk.

ADMINISTRATOR
Administrators Report for February 26, 2018 was available for the Council to review.

CONSENT AGENDA
Mayor Ragsdale entertained a motion to accept the Consent Agenda items for February 26, 2018. Councilwoman Darby made the motion. Councilwoman Barroeta seconded. The motion carried with six yes votes.

1. Council Minutes-Feb.12, 2018
2. PD-Uniform Crime Statistics
3. PD Monthly Report
4. 201 Board Minutes 12-19-17
5. Park Board Minutes 1-10-18
6. P&Z Minutes 12-19-17
7. Sales Tax
<table>
<thead>
<tr>
<th>COUNCIL BILL NO. 18-003</th>
<th>An Ordinance annexing a certain adjacent, unincorporated area into the City of Webb City, Missouri, (McCallisters Body Shop, 1020 N. Madison, Webb City, Mo. 64870).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councilman Fisher presented Council Bill No. 18-003 for the second and finding reading. Second and final reading completed. Councilman Fisher moved to accept the second and final reading of Council Bill No. 18-003. Councilman Hensley seconded. The motion carried with a roll call vote. Yes: Hensley, Monson, Darby, Barroeta, Fisher, and Dawson. Thereby duly giving Council Bill No. 18-003 Ordinance No. 18-005.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNCIL BILL NO. 18-004</th>
<th>An Ordinance annexing a certain adjacent, unincorporated area into the City of Webb City, Missouri (Doug McCallister, 957 Country Crossing, Webb City, Mo)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COUNCIL BILL NO. 18-005</th>
<th>An Ordinance repealing Ordinance No. 17-020 regarding the issuance, sale and delivery of General Obligation refunding bonds, Series 2017, of the City of Webb City, Missouri.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councilman Fisher presented Council Bill No. 18-005 for the second and finding reading. Second and final reading completed. Councilman Fisher moved to accept the second and final reading of Council Bill No. 18-005. Councilman Hensley seconded. The motion carried with a roll call vote. Yes: Hensley, Monson, Darby, Barroeta, Fisher, and Dawson. Thereby duly giving Council Bill No. 18-005 Ordinance No. 18-007.</td>
<td></td>
</tr>
</tbody>
</table>
COUNCIL BILL NO. 18-006

An Ordinance authorizing and approving a Fourth Addendum to the Intermunicipal Agreement for ownership, operation, and maintenance of Wastewater transport and treatment facilities and authorizing certain other actions in connection therewith.


COUNCIL BILL NO. 18-007

An Ordinance amending the zoning Ordinance for the City of Webb City, Missouri, by reclassifying a certain tract of land within the City Limits From A-1 Agricultural District to C-2 General Commercial District (Mike Jarvis, 210 E. Fountain Road, Webb City, Mo) Rezone Property located at Highway D, Tract 5 (North Main Street)

Councilman Fisher presented Council Bill No. 18-007 for the first reading. First reading completed. Councilman Fisher moved to accept the first reading. Councilwoman Monson seconded. The motion carried with six yes votes.

MOTIONS

PD-Accept LEST grant in the amount of $30,638.00 and purchase equipment
Mayor Ragsdale entertained a motion to authorize the Police Department to accept the LEST grant in the amount of $30,638.00 to purchase equipment. Councilwoman Barroeta made the motion. Councilman Hensley seconded. The motion carried with six yes votes.

PD-Accept LLEBG Grant in the amount of $1,127.00
Mayor Ragsdale entertained a motion to allow the Police Dept. to accept the LLEBG Grant in the amount of $1,127.00 to purchase equipment. Councilwoman Darby made the motion. Councilwoman Monson seconded. The motion carried with six yes votes.
FINANCIAL OVERSIGHT
Councilwoman Monson moved to accept the Statement of Accounts dated February 26, 2018. Councilman Hensley seconded. The motion carried with six yes votes.

Statement of Accounts is as follows:

<table>
<thead>
<tr>
<th>General Fund No.</th>
<th>22667-22737</th>
<th>405,935.58</th>
</tr>
</thead>
<tbody>
<tr>
<td>Habitat</td>
<td>280-283</td>
<td>3,781.69</td>
</tr>
<tr>
<td>Debt Service</td>
<td>87</td>
<td>23.75</td>
</tr>
</tbody>
</table>

Grand Total        | 409,741.02

COMMITTEE OF THE WHOLE
Mayor Lynn Ragsdale set the next Council Meeting for Monday, March 12, 2018 at 5:30 p.m. in the Council Chambers.

ADJOURN
Mayor Ragsdale adjourned the council meeting at 6:06 p.m.

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

Kimberley E. DeMoss, City Clerk
AN ORDINANCE AMENDING THE ZONING ORDINANCE FOR THE CITY OF WEBB CITY, MISSOURI, BY RECLASSIFYING A CERTAIN TRACT OF LAND WITHIN THE CITY LIMITS FROM A-1 AGRICULTURAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT (MIKE JARVIS, 210 EAST FOUNTAIN ROAD, WEBB CITY, MISSOURI 64870).

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

SECTION 1. Notice of public hearing having been properly published and recommendation for reclassification having been given after review by the Webb City Planning and Zoning Commission, the Zoning Ordinance for City of Webb City, Missouri, is hereby amended by reclassifying the following described property, from A-1 Agricultural District to C-2 General Commercial District; to-wit:

Legal Description:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER SECTION OF SECTION 12M AFORESAID; THENCE SOUTH 87° 21' 00" EAST ALONG THE NORTH SAID LINE OF SAID QUARTER SECTION, 2104.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 21' 00" EAST CONTINUING ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, 490.02 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MADISON AVENUE AS NOW LOCATED; THENCE SOUTH 1°46'06" WEST ALONG SAID RIGHT-OF-WAY, 301.28 FEET; THENCE NORTH 88°16'14" WEST, 489.97 FEET; THENCE NORTH 1°46'11" EAST, 309.16 FEET TO THE POINT OF BEGINNING. CONTAINS 3.43 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY. BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

SECTION 2. The City Clerk is hereby authorized and directed to enter such reclassification upon the zoning map of the City of Webb City, Missouri.

SECTION 3. This Ordinance shall be in full force and effect from and after its date of passage.

PASSED BY THE COUNCIL OF THE CITY OF WEBB CITY, MISSOURI,

this _____ day of ______________________________, 2018.

____________________________________
Lynn Ragsdale, Mayor and Presiding Officer

Attest:

___________________________________
Kimberley E. DeMoss, City Clerk
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT WITH SOUTHERN STAR CENTRAL GAS PIPELINE, INC. FOR THE MAIN STREET SIDEWALK PROJECT.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEBB CITY, MISSOURI, as follows:

Section 1. That the City of Webb City has approved a project to install sidewalks on certain parts of Main Street, and in order to complete said project, the City must encroach upon an easement granted to Southern Star Central Gas Pipeline.

Section 2. That the encroachment agreement is required to allow the City access to the easement as needed for the sidewalk project. Said agreement is attached hereto.

Section 3. That the Mayor of the City of Webb City is hereby authorized to execute the attached encroachment agreement with Southern Star Central Gas Pipeline, Inc.

PASSED BY THE COUNCIL OF THE CITY OF WEBB CITY, MISSOURI,
this _____ day of ______________________________, 2018.

___________________________________
Lynn Ragsdale, Mayor

Attest:

___________________________________
Kimberley E. DeMoss, City Clerk
ENCROACHMENT AGREEMENT

THIS AGREEMENT, entered into by and between SOUTHERN STAR CENTRAL GAS PIPELINE, INC., (formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company), a Delaware corporation, whose mailing address is P.O. Box 20010, Owensboro, Kentucky 42304, hereinafter referred to as "Company", and CITY OF WEBB CITY, MO, whose mailing address is 200 S. Main Street Webb City, Missouri 64870, hereinafter referred to as "City".

WHEREAS, Company is the current holder of a valid and subsisting right-of-way(s), easement(s), lease(s), agreement(s) and/ or similar rights located in that portion of the Southeast Quarter (SE/4) of Section 7, T28N, Range 32W, of Jasper County, Missouri pursuant to the instrument recorded with the Register of Deeds in Jasper County, Missouri and as more fully described on Exhibit A (the “Pipeline Easement(s)”) for the installation, modification and/or operation of Pipeline Facilities defined, without limitation, as being pipelines currently existing on or in the Pipeline Easement(s), together with all substitutions or replacements thereto and together with all appurtenances thereto, including but not limited to compressor stations, pump stations, valves, meters, tanks, fittings, connections, corrosion control and pressure detection devices, wires, cables, pig traps, and any other appurtenances associated with the pipelines.

WHEREAS, City is in possession of leases and/ or easement rights and/ or owns across a tract of land described as (the “City’s Tracts”) for the development, construction, operation, maintenance, repair and replacement of sidewalk and drainage ditch to be located in the SE/4 of Section 7, T28N, R32W, Jasper County, Missouri (the “Project”).

WHEREAS, City has or shall construct certain improvements over and/ or under the Pipeline Easements as part of its Project and as specifically described on Exhibit B attached hereto and made a part hereof (collectively referred to herein as the “Encroachments”).

WHEREAS, under the terms of this Agreement, Company is willing to permit said
encroachments and,

NOW THEREFORE, Company grants City a limited right to encroach upon the Pipeline Easements, subject to the terms and conditions set forth herein; and City, in consideration of this limited right of Encroachments, agrees to the following covenants and obligations set forth herein:

1. City specifically acknowledges Company’s need for access to its facilities and recognizes its rights under the Pipeline Easements, which, are to remain in full force and effect notwithstanding this Agreement. As consideration for this Agreement, any cost to City or damage to the Encroachments resulting from Company’s need to maintain, operate, repair or replace any portion of the Pipeline Facilities, including, but not limited to, costs for the maintenance, replacement or repair of any portion of the Encroachments, will be the sole responsibility of City and Company will not, under any circumstances, be responsible for loss or damage to the Encroachments.

2. City will cause to be furnished to Company contemporaneously with the execution of this Agreement, detailed plans, including a certified survey, for the construction of the Encroachments upon, over or under the Pipeline Easements. The plans shall be deemed incorporated herein by reference and made a part of this Agreement. City agrees that any review or approval by Company of any plans and/or specifications relating to the Encroachments or the identity of any contractors, subcontractors and materialmen is solely for Company’s benefit, and without any representation or warranty whatsoever to City with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company’s approval does not absolve City of any liability hereunder. Further, City, in connection with the construction, maintenance and/or removal of the Encroachments, agrees to observe and fully comply with all laws, rules and regulations of the United States, the State of Kansas, and all agencies and political subdivisions thereof. City agrees and acknowledges that all work on the easement shall be performed in a workman like manner.

3. This Agreement shall be terminable by Company in the event of City’s material noncompliance with the requirements, conditions or specifications of this Agreement and the continuation thereof for a period of thirty (30) days following written notice to City or immediately after such written demand by Company if such non-compliance will result in Company’s reasonable opinion to a substantial risk to health or safety. Should Company terminate this Agreement, City will relocate and/or remove the Encroachments at no expense or risk to Company.

4. No permanent structures, including without limitation landscaping, irrigations systems and signage not explicitly approved by this Agreement shall be allowed within Company’s easement.

6. City will restrict all equipment traffic over the Company’s pipeline until the pipeline has undergone a load study conducted and approved by Company. In order for that study to be conducted, City agrees to submit to Company (at sscencroachments@sscgp.com) a comprehensive list of equipment to be used on the pipeline easement. City understands that it shall be financially responsible for any and all outside engineering services required for Company to perform the Load Study and for complying with the requirements of said Load Study.

7. **Indemnity/Hold Harmless/Insurance.**

   (A) To the fullest extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, City shall indemnify, defend and hold harmless Company and Company’s affiliated companies, partners, shareholders, employees and agents (collectively, “indemnitees”) for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and reasonably incurred out of pocket expenses (including, without limitation, court costs, reasonable attorneys’ fees and costs of investigation) (collectively, “liabilities”) of any nature, kind or description of any indemnitee directly or indirectly arising out of, resulting from or related to (in whole or in part): (i) City’s occupation and use of the existing pipeline easement area; (ii) construction, use, state of repair or presence of the encroachments; or (iii) any act or omission of City or City’s officers, agents, employees, or contractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over, even if such liabilities arise from or are attributed to, in whole or in part, to the negligence of any indemnitee. the only liabilities with respect to which City’s obligation to indemnify the indemnitees does not apply are liabilities wholly caused by the sole negligence or willful misconduct of an indemnitee.

   (B) City acknowledges that having the encroachments, whether permitted or not, on the existing pipeline easement area provides some risk that the encroachments may be damaged in the course of Company’s operations or activities. therefore, notwithstanding any other provision in this agreement, to the fullest extent permitted by law, City releases the indemnitees from any loss, damage and/or claim from loss or damage to their property, including the encroachments, that City may have against the indemnitees resulting from the activities of Company in the ordinary course of its operations, even if such loss, damage or claim is caused by the negligence of any indemnitee; provided that such release shall not apply to any loss, damage or claim wholly caused by the sole negligence or willful misconduct of an indemnitee.

8. City shall notify or cause Company to be notified, at least forty-eight (48) hours prior to the performance of any construction or excavation work upon the Pipeline Easement Area. City covenants and agrees to notify or cause its representative to
notify the appropriate state one-call center as required by law no less than forty-eight (48) hours prior to the commencement of excavation in or near the existing pipeline easement area. Company shall have the absolute right to perform any work upon the Pipeline Easements it reasonably deems necessary for the maintenance or operation of its facilities without prior notice to City.

9. In the event, during the exercise of its easement rights to construct, maintain and operate the pipeline and appurtenances, Company or its contractors destroy or damage the encroachments herein permitted, including without limitation landscaping and/or irrigation systems, all such damages to said permitted items and all costs thereof shall be the sole responsibility of City, its successors and assigns, unless such loss, or cost or expense is directly and solely caused by the negligence, of Company, its agents, contractors and/or subcontractors.

10. In the event, during the exercise of its easement rights to construct, maintain and operate the pipeline and appurtenances, Company or its contractors restrict or block access to the Encroachment or any of its facilities, Company will not be responsible for providing an alternate source of access, liable for the loss of any and all income and/or any and all damages caused by such activities.

11. Prior to commencement of construction of the above referenced work and Encroachment(s), City or City’s contractor, shall provide Company certificates of insurance expressly naming Company as an additional insured and evidencing coverage in the amount of one million dollars ($1,000,000.00) general liability, one million dollars ($1,000,000.00) auto liability, and one million dollars ($1,000,000.00) workers compensation and employers liability insurance for the construction area described herein, and containing thirty (30) days prior written notice of cancellation. Certificates of Insurance and this signed agreement will be submitted to the following address:

   Southern Star Central Gas Pipeline, Inc.
   Attn: Land Records
   4700 KY. HWY 56
   P.O. Box 20010
   Owensboro, KY. 42304

12. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

13. In the event it shall become necessary for either party to commence litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and attendant expenses in conjunction with such litigation.

14. City warrants that it is the current City of the real property and/or the holder of the easement right(s) described herein and has the right, title and capacity to enter into this
Agreement.

15. Under no circumstance shall Company be required to relocate a Pipeline Facility.

16. City agrees to abide by the Company’s guidelines, procedures and requirements for working in and around Company’s easement(s) and/or facilities and failure to do so will be considered a breach of this Agreement.

17. The terms of this agreement shall constitute covenants running with the land and will be binding upon and inure to the benefit of the parties hereto, or their successors and assigns.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year indicated below our signatures.

COMPANY:

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

_________________________________
Shawn Patterson, Vice-President and
Chief Operations Officer

Date: ________________________________

City:
CITY OF WEBB CITY, MO

_________________________________
Lynn Ragsdale, Mayor

DATE:______________________________
CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF DAVIESS

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this __________day of ________________, 2018, personally appeared Shawn Patterson, who being by me duly sworn, did say that he is the Vice President and Chief Operations Officer of Company Central Gas Pipeline, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Shawn Patterson acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

________________________________________
Notary Public

My Commission Expires ________________, 20____.
ACKNOWLEDGEMENT OF CITY

STATE OF MISSOURI

COUNTY OF JASPER

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this ______ day of __________________, 2018, personally appeared, Lynn Ragsdale, who being duly sworn, did say he is the Mayor of the City of Webb City, Missouri, a Missouri municipal corporation and that said instrument was signed on behalf of said City by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of the City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

__________________________________________
Notary Public

My Commission Expires: _________________, 20____.
Exhibit “A”

by virtue of a valid and subsisting Right of Way Easement Agreement granted March 25, 1927 by Independent Gravel Company to Empire Natural Gas Company recorded in Book 357, page 147 & 148 at the Register of Deeds Office dated April 2, 1927, Jasper County, Missouri.
Encroachment Agreement Between Southern Star Central Gas Pipeline, Inc., and City of Webb City, MO--Tract 8714—SE/4 of Section 7 T28N R32W

Page 9 of 14
Encroachment Agreement Between Southern Star Central Gas Pipeline, Inc., and City of Webb City, MO--Tract 8714—SE/4 of Section 7 T28N R32W
Page 10 of 14
Exhibit “B” (Continued)
SUBJECT:

The police department is seeking the Council’s approval to apply for grant funding from the Missouri Department of Transportation – Highway Safety Division.

BACKGROUND:

Over the past fourteen years the police department has received $271,995.02 in grants from the Division of Highway Safety for DWI Saturation Patrols (Wolfpacks), Hazardous Moving Violation Enforcement (HMV), and enforcement equipment.

This year the police department is applying for funds to conduct DWI Wolfpacks, Speed Enforcement, and Hazardous Moving Violation (HMV) Enforcement, along with funds to purchase equipment to be used during these enforcement activities. The police department may be required to provide up to 50% matching funds. These matching funds would be included in the police department’s fiscal year 2018-19 budget.

RECOMMENDATION:

Allow the police department to apply for grant funding from the Missouri Department of Transportation by signing the Council Authorization form.

FISCAL IMPACT:

NONE: until a grant award is made by MoDOT and then accepted by the Council.
CITY COUNCIL AUTHORIZATION

On __________________________, 20___ the Council of __________________________
 __________________________ held a meeting and discussed the City’s participation
in Missouri’s Highway Safety Program.

It is agreed by the Council that the City of __________________________
will participate in Missouri’s Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

_________________________________  __________________________
Council Member                                    Council Member

_________________________________  __________________________
Council Member                                    Council Member

_________________________________  __________________________
Council Member                                    Council Member

_________________________________  __________________________
Council Member                                    Council Member

________________________________________
Mayor
Description
To purchase a 2018 side arm mower.

Narrative
The following are the bids received:

Gateway Farm Equipment $44,442.00
Victor L Phillips $49,900.00
No other bid submitted

Staff Recommendation
Staff recommends we accept the bid from Gateway for the side arm mower in the amount of $44,442.00.

Fiscal Impact:
The Public Works Street department line item 01-31-04-9100 has $45,000.00 budgeted for this purchase.

Prepared & Submitted By:
Rick Roth
Street and Water Director

Reviewed By:
Carl Francis
City Administrator

Reviewed By:
Kim DeMoss
City Clerk City

Reviewed By:
Tracy Craig
Finance Director
Gateway Farm Equipment
9723 Gateway Drive
Neosho, MO 64850

<table>
<thead>
<tr>
<th>Name / Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Webb City</td>
</tr>
<tr>
<td>200 S Main St</td>
</tr>
<tr>
<td>Webb City, MO 64870</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maslin LMT-23A-5HB 23 foot center mount boom mower. Complete factory mount and testing on your tractor at the</td>
<td>1</td>
<td>40,842.00</td>
<td>40,842.00</td>
</tr>
<tr>
<td>Cambridge Ohio facility includes heavy duty rear mounted PTO driven hydraulic pump, 5' rotary cutter head with safety guard and reversible blade system, counter weight package, Push pull control levers, Boom arm cradle, Hydraulic oil reservoir with filter system and sight glass fluid level indicator, Hydraulic oil cooler, Ball valves, Heavy duty mast assembly, Hydraulic breakaway feature on arm' right side cab Lexan safety panel. Note (1): price does not include freight. Note (2): to go to a 25 foot mast add to quote $850.00 +</td>
<td>1</td>
<td>40,842.00</td>
<td>40,842.00</td>
</tr>
</tbody>
</table>

Subtotal                                                                 $40,842.00

Sales Tax (0.0%)                                                        $0.00

Total                                                                   $40,842.00
City of Webb City
1060 N. Madison
Webb City Mo. 64870
Att: Eddie Kreighbaum

We offer the following for your consideration:

1- New BB-24 Tiger Mid-mount boom mower with the following:
   • 24Ft boom system, mounting kit, wheel weight, and drive pump
   • RT60DG 60” rotary head with disc, grass knives, and hydraulic door
   • 30S-BB 3-point open stow transport system
   • CBL cable controls
   • VLP will remove old mower and install new unit on your 7720 John Deere tractor in our shop
   • Add Power Beyond Valve to your tractor
   • Use Lexan already in cab
   • City responsible for adding fluid to rear tire if necessary, should already be in unit
   • City to furnish transportation to and from our shop

Price FOB Joplin Store $49900.00

Bill Ewan

The Victor L. Phillips Co
5430 Hwy 43 South
Joplin, Mo. 64804