INVOCATION
Aaron Dogotch from Wellspring Church

PLEDGE

OPENING OF MEETING
Roll Call
Mayor Statement
Public Comments

Chamber Report
Gwen Allen

ADMINISTRATOR’S REPORT
Report Attached

CONSENT AGENDA
1. Council Minutes-May 21, 2018
2. P&Z Minutes April 17, 2018
3. Park Board Minutes April 11, 2018
4. Animal Control Report

ORDINANCES & RESOLUTIONS
Council Bill No. 18-009 Final Plat 17th Street Apartments
Council Bill No. 18-010 Final Plat 3 Stadium View Subdivision

MOTIONS
Mining Days Building-Motion to approve to purchase materials and installation acoustic treatment
PD-Purchase NetMotion software maintenance from NewCom for 23 licenses (Motion to approve and vote)
O&M-Motion to approve the Memorandum of Understanding Composting Pilot Project with MODNR

COMMITTEE REPORT
1. Financial Oversight
   A. Statement of Accounts, June 11, 2018 Action & Authorization
2. Committee of the Whole
   Next Council Meeting June 25, 2018 at 5:30 p.m.
OTHER

CLOSED SESSION
RSMO: 610.021 Subsection 2-Real Estate

ADJOURN
Community: The Chamber has presided over twelve ribbon cuttings, three groundbreaking, three Membership luncheons and two Business After Hours and three Friday Coffees. The Chamber also hosted Eggs & Issues Legislative Forum. The Chamber added 39 new members from October through April.

Tourism & Visitor’s Center: Regular updating of information for the Missouri Division of Tourism for inclusion in their annual Vacation Guide and website and the Missouri Life Magazine is done on a regular basis.

Since last October we have had 52 recorded visitors. International visitors came from New Zealand, Italy, Canada, Czechoslovakia, Brazil. Stateside visitors included travelers from Virginia, North Carolina, California, Arizona, Wisconsin, Oklahoma, Texas, Michigan, Minnesota, Ohio, Indiana, Pennsylvania, New York and Iowa.

Polar Bear Express: Chamber staff answered e-mails, phone calls and oversaw providing volunteers for one of the weekends.

Route 66 Theater Movie Night: Chamber staff organized a movie night at the Route 66 Movie Theater during Route 66 Cruise A Palooza. It featured “Smokey & the Bandit”.

Webb City CARES: Chamber staff is a member of the Webb City CARES Board of Directors, attending regular monthly meetings.

NO COST BUSINESS TRAINING: The Chamber is starting a series of Lunch and Learns. One of the topics will be “How the New Tax Law Will Impact You”, presented by local CPAs.

Missouri Chamber Health Care: The Missouri Chamber is now offering businesses that are chamber members the ability to purchase health insurance if they have 2-50 employees. Several members have signed up and have seen a cost savings of about 25%. We will be presenting this to the membership in June.

Cruise Nights: Cruise Nights kicked off April 14th along with Route 66 Cruise A Palooza with 43 cars registered. Visitors from, Granby, Joplin, Carthage, Carl Junction, Carterville, Jasper, Duenweg and Neosho.

Route 66 Cruise A Palooza: The Chamber served as support staff for Erin Turner, Festival Coordinator. The Chamber also promotes the event by having its own page on the Chamber website, Facebook, through e-mailing the Chamber membership and through several publications. Chamber staff also answers many phone calls that pertain to the event. The chamber also sponsored a petting zoo so that it would be free for festival attendees.

Run the 66 Route 5K – This was an addition that the chamber added to the spring festival. The run was successful with 76 runners and many spectators attended the event that was organized by Twelveone Race Management.

Paint the Town Red: The Chamber held an event last fall the week of Fall Homecoming. Homecoming is a celebration focused on honoring the past, embracing the present and preparing for the future.
Homecoming is also a time for alumni to rediscover their Alma Mater, for students to realize the importance of our alumni, for the community to get more involved with the school and new move-ins to get acquainted with the school that shaped their city.

There was a business decorating contest throughout that week. Cardinal fans decorated their businesses and the community voted on them on our Facebook Page. The winner received a Webb City Prize Package! The parade was held on Thursday before the community bonfire and we had great participation with over 50 entries and some amazing floats and great crowd. We also held a Mr. & Miss Webb City Contest, this event raised $1,800 for Webb City CARES. We believe this event was a great success and are looking forward to this year.

**Career CREDITS:** The chamber finished its first year of the Career CREDITS Program with Webb City High School Juniors. At the end of the program we awarded 5 students $500 in award money and one student that was a standout, $1,000 in award money. The purpose was to create a career program with the intention of providing each participating student with the career tools and personal development skills to succeed. To provide a meaningful career-oriented development program for students that encourages personal communications and delivers the most relevant and current industry knowledge from area business professionals. To design an incentivized program that offers award money to further advance career opportunities for students. To offer a turnkey program that is efficient, effective and aligned with Webb City Area Chamber of Commerce objectives and initiatives. To promote a program that involves and includes the business community and chamber membership to better serve the workforce developments needs of our local economy.

**Community Pep Rally:** The WC R7 School District has asked the chamber to partner with the Annual Community Pep Rally. They will be looking for business partners and want to make it a bigger event by adding booths and food trucks.

**Holiday Market:** The first holiday market the city sponsored was November 11th. Chamber staff organized downtown committee meetings, sold the tickets to the event and served as support staff to Erin Turner, Community Development.

**Certificate of Origin** - The Webb City Chamber also does several Certificate of Origin documents monthly for Cardinal Scale Manufacturing Company. The Chamber is proud to offer this benefit to the business community in order to assist in the facilitation of Webb City companies doing business internationally.

It should be noted that Chamber staff also serves the public whether by telephone, e-mail, or in person and makes every effort to provide an answer to each inquiry in a cheerful, friendly manner and with tact and diplomacy when needed.

Respectfully,

Gwen Allen, Director of Membership Services
Administrators Report 06/11/18

A major hurdle that staff has been working on for several years was jumped over this past week. **DNR has issued our permit for construction and approved our plans** for the refurbish and sludge drying equipment, estimated at over $3 million, for the 201 Waste Water treatment facility! Bid packages will be sent out and advertised this week and we anticipate a bid opening here at city hall on or near July 11th.

**Well #12 went down** on Thursday. We are currently trying to determine the cause but we may have to pull the pumps. We are raising the operational hours of other wells and opening the MOAM connection a little more as a precaution. We can easily make up the difference but will be working to figure out what repairs are needed.

The **Splash Pad** was required to be closed for a couple days last week after it began to back up from the heavy use. The system required a complete cleaning and flush. Crews have worked together to try and solve the many issues as this has been a learning experience for all of us. We feel confident we are making progress in establishing a maintenance routine that will keep it open more days but future shutdowns for cleaning will be necessary.

Staff has received several complaints reference to a **scoreboard not working on a baseball field**. At the request of the manufacturer we have replaced all the control panels and tried swapping parts from the boards still working. We are now overnighting all the parts for replacement and hope to have it back working soon. If this does not work we will demand a new board be shipped.

This upcoming weekend will be busy with many activities sponsored by the city of Webb City and the Chamber. It all starts with one of the Monthly **Thursday night concerts at 6pm in King Jack Park**. Left of Center will be playing many of the top hits from the 70’s and 80’s. Then Saturday Night will be the monthly cruise night to be held downtown starting at about 4pm. On June 18th there will be approximately 600 cyclists traveling through Webb City participating in the Big Bam Bike Tour.

Cardinal Scale has been busy with remodeling of their office building at Main and Daugherty. The plan is to expand the number of employees to over 35 within that facility. With the main office location still at Tom and Daugherty, they have **requested a 4 way stop and crosswalk be placed at the intersection of Tom and Daugherty**. City staff has discussed the change and have received no objections. It was discussed with the change in the traffic pattern made a few years ago at Daugherty and Broadway the preferred traffic way is Broadway Street due to its larger width and intersection visibility.

The **LED Electronics sign has been installed in the front of King Jack Park**. City staff are being trained on operation of the equipment and program now. It is now operational and programmable from the parks office.

The **Fire Department and Police Department** have been participating in many civic functions throughout the city. Probably the most visible has been the fingerprinting at Farmers Market. We are privileged to have such strong community minded public safety departments.
Compliments have been many on the new lighted fountains that are installed in King Jack Park. We hope to have the remaining two completed soon. If you have yet to make it there after dark I would encourage everyone to go have a look. They are very nice and the banks have had many people just sitting and watching the last many nights.

There were many issues with the City Wide Clean up this year that we simply had not seen in the past. For example the dumpsters were removed following the event but for some reason people continued to dump at the location for two nights following the event. Crews were forced to return to the high school parking lot on several occasions because of continued illegal dumping. There was confusion over when their large items would be picked up curb side at residences and many thought they would follow the normal pick up schedule but those trucks were separate from the normal trash trucks. Staff has compiled a list of solutions and WCA has expressed interest in discussing any ideas that would improve the process next year. One of the solutions discussed would eliminate the Saturday drop off location at the High school and make all pickups to be made at the residences’. We could designate a specific day, or several days for each neighborhood.

Previous Council Meetings

Paving will begin this week focusing on the Countryside neighborhood area. We hope to make overlays in the areas needed and possibly move to the small City Parking Lot on Main Street that has needed paved for some time.

Water Department is now working with the Olsson Engineers on a water well plan and location. Engineers reported back last week and have narrowed the locations down to two that would be most preferable and city staff have then included the infrastructure costs to both locations. We hope to have a plan to council in the next few weeks to outline the costs for establishing this new well.

For the past many years there has been some confusion as to the naming of East Street in Centennial Park. Some have called it East Road up to the residential area where it has been East Street for many years and some have called it East Road. With the addition of new addresses being added we have discussed this with the 911 mapping and GIS individuals and have come to the conclusion that it must be called “East Street” for everything north of the roundabout. We will be working with MODOT to have the “East Rd. sign changed to East Street. There were too many conflicting numbers on an existing E. Road and we did not want to cause hardship on any of the residences who currently have East Street addresses.

Due to Traffic concerns we are planning to install a 4-way stop at Oak Way and Country Crossing. Redemption Motorsports will be hosting their grand opening Friday May 25th at 11:30am. This would be a great opportunity, if you have not had the chance, to see all the progress that is occurring along East Street. Atwoods is well under way with their excavation and land clearing, ECWB has two of their new duplexes in the dry and the strip mall will be opening soon.

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) CONSTRUCTION PERMIT ISSUED 06/04/18

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
Assoc. Pastor Philip Schildknecht from Emmanuel Baptist 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, May 21, 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, 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 Clerk Kimberley DeMoss, Attorney Troy Salchow, Battalion Chief Bret Pinion, Police Chief Don Melton, Sewer Director William Runkle, Parks Director Tom Reeder, Street and Water Director Rick Roth and Economic Development Coordinator Erin Turner. Absent: City Administrator Carl Francis, Finance Administrator Tracy Craig, and Fire Chief Andy Roughton.

VISITORS

Roneil Elbrader, 970 Country Crossing, Webb City
Mr. Elbrader stated to Council that he has lived in Countryside for 22 years and the one way entrance and exit has been an issue for a long time. Mr. Elbrader is in favor of building a new road to Madison to reduce traffic in Countryside.

Michelle Horn, 1037 Oakway, Webb City, Mo
Ms. Horn stated to Council that she had concerns of family safety if a new road was not built to reduce the traffic flow in Country Crossing. The amount of traffic has caused issues for her to get in and out of her driveway, and she had two small children and if a new road were to open, it would eliminate the traffic problem.
VISITORS

Dan Mitchell- Schuber Mitchell
Mr. Mitchell thanked the Council for public comments and he wants to be a good neighbor. He is planning on building 38 homes on Matthew Circle. In order for him to build the houses it is important that a road be built from Matthew Circle to Madison which allows the safety needed for the neighborhood.

MEMORIAL DAY

Erin Turner Economic Development Coordinator announced to the council that a Post Memorial Day Celebration will be held on Tuesday, May 29, 2018 at the King Jack Park Amphitheater premiering the Starlifter Air Force Band. A pre-show and food vendors will open at 6:00 p.m. everyone welcomed.

MAYOR’S STATEMENT

Opening Remarks from Mayor Ragsdale

ADMINISTRATOR

Administrators Report for May 21, 2018 was available for the Council to review.

APPOINTMENTS

Mayor Ragsdale presented the name of Sue Olivera for a 3 year term (2021) to the council for an appointment as a member of the Library Board. Councilman Fisher moved to approve the appointment. Councilwoman Darby seconded. The motion carried with 8 yes votes.

REAPPOINTMENTS

Mayor Ragsdale presented the following members to the Library Board for a 3 year term: Lucinda Copeland-2021 and Cathy Hall-2021. Councilwoman Barroeta moved to approve the reappointment to the Library Board. Councilman Fisher seconded. The motion carried with 8 yes votes.

Mayor Ragsdale presented the following members to the Park Board for a 3 year term: Mike Jarvis-2021, Don McGowan-2021, and Jim Pashia-2021. Councilwoman Darby moved to approve the reappointment to the Park Board. Councilwoman Monson seconded. The motion carried with 8 yes votes.
REAPPOINTMENTS

Mayor Ragsdale presented the following members to the 201 Board for a 2 year term: Ed Sumpter-2020 and Rod Surber-2020. Councilman Dawson moved to approve the reappointment to the 201 Board. Councilwoman Monson seconded. The motion carried with 8 yes votes.

Mayor Ragsdale presented the following members to the Senior Center Board. Mel Misner-1 year term 2019, Ken Spencer-1 year term 2019, Lois Spraklin-2 year term 2020, Louis Carter-2 year term 2020, and Pat Byler-3 year term 2021. Councilman Fisher moved to approve the reappointment to the Senior Center. Councilwoman Darby seconded. The motion carried with 8 yes votes.

Mayor Ragsdale presented the following member to the Board of Adjustments for a 5 year term (2023). Mike Jarvis. Councilman Fisher moved to approve the reappointment to the Board of Adjustments. Councilwoman Barroeta seconded. The motion carried with 8 yes votes.

CONSENT AGENDA

Mayor Lynn Ragsdale entertained a motion to accept the Consent Agenda items for May 21, 2018. Councilwoman Monson made the motion. Councilwoman Darby seconded. The motion carried with eight yes votes.

1. Council Minutes-April 23, 2018
2. Animal Control Report
3. PD-Monthly Statistics
4. PD Uniform Crime Statistics
5. Park Board Minutes 4-11-18
6. Sales Tax

COUNCIL BILL NO. 18-008

An Ordinance amending the zoning ordinance for the City of Webb City, Missouri, by reclassifying certain areas within the City limits from A-1 Agricultural District to PUD Planned Unit Development-Residential District (City of Webb City, 200 S. Main, Webb City, Mo. 64870)

RESOLUTION
NO. 18-1001

A Resolution authorizing the Mayor to negotiate and execute a three (3) year Lease option agreement with Mid-Missouri Bank to lease the equipment required to commence and complete the composting pilot project under agreement with Missouri Department of Natural Resources.


MOTIONS

Admin-Demo and Sale property 304 S. Hall
Councilman Fisher made a motion to authorize the Administration to demo and sale city property located at 304 S. Hall in the amount of $1,995.00. Councilman Shull seconded. The motion carried with eight yes votes.

Admin-2018 COLA Wage Increase
Councilman Fisher made a motion to approve the City Administration to give City employee’s a Cost of Living Adjustment of 2% effective June 2018. Councilman Edwards seconded. The motion carried with 8 yes votes.

WWTP-Wetland Flow Control Structures-Habitat Reimbursement
Councilwoman Barroeta made a motion to allow the WWTP Dept. to purchase concrete pipe and control gates for the Wetland Flow Control Structures in the amount of $62,106.00 from Scurlock Industries. Councilman Shull seconded. The motion carried with eight yes votes.

WWTP/O&M-Purchase Compost production equipment
Councilman Shull made a motion to authorize the WWTP-O&M Dept. to purchase composting heavy equipment by Municipal Lease and be reimbursed by DNR in the amount of $1,109,371.00. Councilwoman Barroeta seconded. The motion carried with eight yes votes.

PD-LLEB Equipment Purchase
Councilman Shull made a motion to allow the PD to purchase seventeen LED Traffic wands and sixteen sets of electronic traffic flares from Gall’s Public Safety in the amount of $1,127.00, this is covered by the LLEB grant award. Councilman Hensley seconded. The motion carried with eight yes votes.
**CITY OF WEBB CITY, MISSOURI**  
**COUNCIL MEETING**  
**REGULAR SESSION**  
**Monday, May 21, 2018**  
**Page 5**

**MOTIONS**

**PD-Renew Service Contract with Superion Software Maintenance**  
Councilman Fisher made a motion to allow the PD to renew the service contract for the computer aided dispatching (CAD) software with Superion in the amount of $1,889.24. Councilman Shull seconded. The motion carried with eight yes votes.

**CODES-Purchase a new 48-inch Zero Turn Mower**  
Councilwoman Barroeta made a motion to authorize the Code Enforcement Dept. to purchase a 48-inch Zero Turn Mower in the amount of $4,999.00 from Lamberts. Councilman Shull seconded. The motion carried with eight yes votes.

**FINANCIAL OVERSIGHT**  
Councilwoman Monson moved to accept the Statement of Accounts dated May 14, 2018 and May 21, 2018. Councilman Hensley seconded. The motion carried with eight yes votes.

**Statement of Accounts is as follows:**

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<th>Amount</th>
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**COMMITTEE OF THE WHOLE**  
Mayor Lynn Ragsdale set the next Council Meeting for Monday, June 11, 2018 at 5:30 p.m. in the Council Chambers.

**ADJOURN**  
Mayor Lynn Ragsdale adjourned the meeting at 6:17 p.m.

Attest:  
Lynn Ragsdale, Mayor and Presiding Officer

Kimberley E. DeMoss, City Clerk
Planning and Zoning

Meeting Minutes

April 17, 2018

The Planning and Zoning Commission met on Tuesday April 17, 2018 at 5:45 pm in Council Chambers at 200 South Main Webb City, Missouri.

ROLL CALL:

The following members answered roll call:

David Moore
Ryan Evitts
Don Wynne
Rhonda Thompson
Melissa Annis
Andy Queen
Jason Keller

There being 7 members, all present, Mr. Moore called the meeting to order.

Also present were:

Street & Water Director: Rick Roth
Asst. Secretary: Dan Greer
Building Inspector & Construction Superintendent: Eddie Kreighbaum
Development Coordinator: Erin Turner-Forcum
City Attorney: Troy Salchow
City Administrator: Carl Francis
Fire Chief: Andy Roughton
MINUTE APPROVAL:

Mr. Moore asked for any corrections or additions to the meeting minutes of the previous session (Feb. 20, 2018). There were none. Ryan Evitts made motion to approve minutes. Melissa Annis seconded. All were in favor and none opposed.

NEW BUSINESS:

Mr. Moore opened discussion of the Preliminary Plat for the 17th St. Apartments. Wayne Stevens spoke in favor. His comments included a commitment to install sidewalk(s). He says these will be 3-story buildings with a total of 120 units, and the project will include “a couple of extra fire hydrants” which will be added by the developer, and the buildings will have sprinkler systems.

No one spoke against. Mr. Moore reminded the Commission that tonight only the Preliminary Plat is under consideration, and the Final Plat will be considered at a future P&Z meeting. Mr. Moore asked for a motion. Ryan Evitts motioned to approve the request as presented. Don Wynne seconded. All were in favor and none opposed.

PUBLIC HEARING:

Mr. Moore opened Public Hearing on the Rezone Request to change from A-1 to R-1PUD approximately 3.43 acres of land located north of 1090 N. Madison.

Citizens who spoke in support of the Rezone Request were:
Michele Horn (1037 Oak Way Drive—483-3570)
Greg Harbaugh (1018 Countryside Dr.—439-3413)
Aaron Sanders (957 Country Crossing—439-0563).

Also speaking in support of the Rezone Request were:
Dan Mitchell, Lynn Ragsdale, Andy Roughton, and Don Melton.
Mr. Mitchell addressed the Commission with statistics related to the Webb City housing market, noting that the median house valuation in Webb City in 2015 was approximately $104,000 while in 2018 it is $134,000 with median MLS listings for resale of houses at $147,000. Mitchell’s implication was that Schuber-Mitchell development of residential neighborhoods in Webb City does not lower existing property values, actually quite the inverse as house valuations are rising.

Mr. Ragsdale addressed the Commission by saying that the area in question—Heather Glen Estates subdivision + Oakwood subdivision + Countryside subdivision, collectively—are one of two areas in Webb City which currently have no access or egress except through adjoining neighborhoods. He said the road connecting these subdivisions with Madison has always been in the City’s plan, but the City has been waiting to see how the area would be developed before it could be determined whether the City’s tax revenues would pay for the road, or a developer would pay.

Mr. Roughton addressed the Commission by saying that ISO rules require a minimum of two access routes for fire response where there are more than 30 residences, and the area in question far exceeds 30 residences. He added that ISO mandates minimum street width of 26 feet for aerial fire apparatus. Aerial fire apparatus is required for homes larger than 3,000 square feet.

Mr. Melton addressed the Commission with an overview of traffic concerns. He said traffic on Oak Way Drive and other subdivision streets is congested now because all traffic from the north and west is funneled through very limited access routes. He implication was that the additional 36 houses in Stadium View Plats-2, & 3 would not increase traffic on streets currently bearing 100% of vehicle traffic. Instead, traffic on existing streets would actually decrease due to the construction of an alternate means of access/egress [via the new street connecting the area in question with Madison].

Citizens who spoke against the Rezone Request were: Jason Crumrine (1341 Matthew Circle—437-9294), Jennifer Hurt (1319 Matthew Circle—684-0283), Ashley Allen (1258 Matthew Circle—499-3226), Doug Atherton (1401 Matthew Circle—850-2796), Trent McMain (1253 Matthew Circle—859-940-1749), Shannon Sumner (1338 Matthew Circle—717-0064), and Katlin Owens (1353 Matthew Circle—918-697-7713).

David Moore closed the floor at 6:35, and P&Z Commission discussion commenced. Mr. Moore read minutes from the 3/27/2015 P&Z meeting which detailed earlier P&Z approval of the Plat #1 PUD (Planned Unit Development). Mr. Moore added that a study conducted by members of Drury University indicated that low maintenance domiciles are what buyers now desire. The Drury Study called this “Live, Work, Play”. These are compact neighborhoods without large
lawns to care for, thus maintenance is principally limited to the interior of homes. According to The Drury Study, simplicity is key.

Commission members were concerned about the retention pond already constructed in the PUD. Rick Roth said that the retention pond will be maintenance by Schuber-Mitchell. Roth further stated that if issues of negligence of maintenance of that area arise, the City will mow and clear that area as necessary to keep it ‘nice’, and recover costs through a tax lien or other means.

Mr. Moore read the description of a PUD from the Webb City Code. He then expressed concern about the part of the text which refers to “open spaces”. Mr. Moore was also concerned that sidewalks and curbing are not complete. Mr. Roth said that all sidewalks and curbing are complete except where construction is still underway. Mr. Moore asked if there are any alternate routes available for construction of the proposed road through Plats-2 & 3 to connect with North Madison. Mr. Roth stated that deviation of the proposed street would impact private property in a way that would not present the City with any opportunity to deviate from the current proposed route.

Councilman Joshua Hensley, in attendance as a member of the public gallery, spoke to the issue of Plat-1 PUD as it pertains to safety and lot size. He recounted the history of the P&Z Commission’s prior decisions concerning Plat-1 PUD, specifically that the PUD was originally proposed by Schuber-Mitchell without a park (the “open space”), and the PUD application was denied. At a later P&Z meeting, Dan Mitchell re-applied for the PUD with a park included in the plan, and the P&Z Commission approved the PUD.

Commission members raised further concerns about the “open space” (the park area). Mr. Moore read from the March 27, 2015 meeting minutes which indicated that the plan at that time was to install playground equipment which had been previously used in King Jack Park. Members added that at subsequent P&Z meetings the Commission decided not to use older playground equipment; instead, the City would install new equipment. Commission members were concerned about the timeline for developing the park. Carl Francis said that Schuber-Mitchell must construct “confines” (curbs and gutters) and street access before the City begins development of the park. Dan Mitchell said Schuber-Mitchell is waiting for the Rezone Request to be approved before Schuber-Mitchell begins work on a construction entrance from Madison westward through Plats-3, 2, 1 to connect with Matthew Circle at its eastern dead-end. Schuber-Mitchell plans to compact the initial raw road surface prior to paving by rolling over it repeatedly with heavy trucks and equipment. After the Madison connecting road is completed, “confines” for the park can be started. Mr. Mitchell also said that water quality and water pressure in Stadium View and adjacent subdivisions (Oakwood, Heather Glenn, and
Countryside) would be improved by looping water mains which currently have dead-ends pending future development.

Mr. Moore asked for a motion. Andy Queen made motion to approve. Don Wynne seconded. All were in favor and none opposed. The motion passed.

Other Business:

Mr. Moore opened discussion of the Preliminary Plat for Stadium View Subdivision Plat 3. Dan Mitchell spoke in favor, saying that Schuber-Mitchell plans to build the street from Madison west into and beyond Plat-3 to facilitate construction of 36 houses (18 in Plat-2 & 18 in Plat-3).

Jason Crumrine (1341 Matthew Circle) spoke against the Preliminary Plat.

Mr. Moore closed the floor at 7:58pm. P&Z members began discussion amongst themselves. Mr. Moore reminded the Commission that the Preliminary Plat was the only thing presently under consideration. Further details would be considered when the Final Plat is brought before the P&Z Commission at a future date.

Ryan Evitts made motion to approve, contingent upon Schuber-Mitchell’s assurance that the privacy fence shown on the Plat map will in fact be completed as part of the project if approved. Andy Queen seconded. All were in favor and none opposed. The motion passed.

Adjournment:

The meeting was adjourned at 8:07 pm.

Chairman of Planning and Zoning

Date 5-15-18
Meeting was opened by Richard Copeland, President, at 6:00 pm with Pledge of Allegiance.

Members Present: Richard Copeland, President; Don McGowan; Linda Corner; Mike Jarvis; Nancy Spaeth; Sheila Harper; Jim Pashia.

Members Absent: Jan Waldie; Chris Taylor.

Staff Present: Tom Reeder, Park Director; Carl Francis, City Administrator.

Visitor: Eileen Nichols, Farmer Market

Don McGowan made a motion to accept the March 14, 2018 meeting minutes. Motion was seconded by Sheila Harper. Motion approved and minutes were accepted.

Eileen Nichols, Webb City Farmers' Market made a couple of announcements.

Summer market will start April 21, 2018.

Farmers' Market and Friends of the Library will feature a new event called "Clicky Clack Reading Around the Track". This event will be 3rd Saturday of each month. Children can ride the trolley while a storybook will be read to them. Reservations will be required.

Free Street Cars rides continue the 1st Saturday of each month.

Saturday, May 24, the Farmers' Market will host a City Employee Appreciation luncheon. Park Board members are invited to come and have lunch.

Due to State Health and Safety code, pets will no longer be allowed to enter
the Farmers' Market. Only registered service dogs will be allowed. Market is searching for volunteers to hold pets outside pavilion while customers shop should they bring their pet.

Farmers' Market is looking for a group of interested people to form a committee to improve and expand the current operations of this market. Board members were invited to join this committee.

Carl Francis, City Administrators clarified the announcement of the Recreation Center in the Sentinel without the Park Board's knowledge. A private donor had offered to help finance this building. A proposal was provided including an estimate of cost to build this Rec Center. At this time there are no plans to continue with this center.

City Administrator also provided clarity of contractual agreement between City and the property donated by Schueler Mitchell Construction, Statiumview Subdivision, for a neighborhood park. Schueler Mitchell also donated $10,000 to help equip this park.

Tree Planting Update:

Richard Copeland continues to look for sources for planting trees especially in King Jack Park. He continues to consider memorial trees that could be purchases by citizens honoring a loved one's passing, birth, anniversary, etc. At this time the tree service in St Louis is our most reasonable source.

Disc Golf Discussion:

Don McGowan provided Park Board members with a Disc Golf Research Pamphlet for King Jack Park. Tonight's Park Board meeting was lengthy, so we will
discussed during May's meeting. Member are encouraged to read this pamphlet before next meeting.

Park Director's Report:

A lot of work continues at ball fields. Irrigation system has been restored and timers added in order to water fields individually.

City Council approved LED Activity sign. Sign will be ordered soon.

Grand opening for Splash Pad will be announced. Date not scheduled at this time.

King Jack Park Summer Concert series will start 1st Thursday, May 2, 2018.

Other Business:

Sheila Harper announced that ESPN will travel to Webb City to interview her son, Britt Harper. He will compete in the upcoming Special Olympics to be held in Seattle WA. Dates are between June 29 through July 7, 2018. Brett competes in track.

Next month Park Board meeting will change to 3rd Wednesday, May 16, 2018. Meetings will continue to be held at Mining Days Bldg.

Meetings adjourned at 7:38 pm.

Respectfully submitted,

Linda M Corner
<table>
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<tr>
<th>DATE</th>
<th>PICK UP</th>
<th>GIVE UP</th>
<th>QUARANTINE</th>
<th>LOCATION FOUND</th>
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AN ORDINANCE PROVIDING FOR THE APPROVAL OF THE FINAL PLAT OF 17TH STREET APARTMENTS SUBDIVISION IN WEBB CITY, MISSOURI

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

SECTION 1. Upon recommendation by the Webb City Planning and Zoning Commission and by action of the City Council of Webb City, Missouri, the final plat of 17th Street Apartments Subdivision, a copy of which being attached hereto and incorporated herein by reference, is hereby approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its date of passage.

PASSED AND APPROVED 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
AN ORDINANCE PROVIDING FOR THE APPROVAL OF THE FINAL PLAT OF STADIUM VIEW SUBDIVISION PLAT 3 IN WEBB CITY, MISSOURI

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

SECTION 1. Upon recommendation by the Webb City Planning and Zoning Commission and by action of the City Council of Webb City, Missouri, the final plat of Stadium View Subdivision Plat 3, a copy of which being attached hereto and incorporated herein by reference, is hereby approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its date of passage.

PASSED AND APPROVED 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
SUBJECT:

Material and installation of recommended acoustic improvement equipment within the Mining Days Building at King Jack Park. The sound quality and inability to hear conversations within the building have been an issue for many years. This company was asked to research the issue and provide the best solution.

RECOMMENDATION:

Motion to approve the following bid for material and labor to install ceiling baffles and wall panels to improve the acoustics within the Mining Days Building.

Park Enterprise LLC.

MATERIALS:

1. Hanging ceiling baffles:
   • Cost .......................................................... $1,878.00

2. Wall panels (Printing on 5 panels):
   • Cost .......................................................... $3,878.80

3. Shipping charges ......................................................... $1,000.00

4. Labor (2 men, scissor lift rental, misc. hardware/supplies, 2 days) ........................................... $1,500.00

Total: $8,256.80

FISCAL IMPACT:

The Park Fund will cover this expenditure. A budget revision will be necessary.
Materials and Installation Project  
for Acoustic Treatment Plan  
May 9, 2018

Attn: Lynn Ragsdale, Mayor of Webb City, MO & City Council

In keeping with design specifications provided by Jordan Audio Consultants Aug, 2017:

MATERIALS:

1. Hanging ceiling baffles:
   - MBI Cloudlite Acoustical Baffles series 2600P-2065
   - Finish: PVC Film
   - Color: Beige
   - Thickness: 2"
   - Density: 1.65#
   - Edge Detail: Natural
   - Construction: Heat sealed
   - Suspension: Grommets in flap on W' Edge
   - Qty & Dimensions: (8 @10’x4’; 28@ 6’x2’; 4@ 4’x2’)
   - Cost ....................................................................................................................................$1878.00

2. Wall panels (Printing on 5 panels):
   - MBI COLORSONIX Wall panels series 1800F-1560 & 1800F-3060
   - Finish: Guilford Anchorage 2335
   - Color: Anchorage Vanilla 2130
   - Density:6-7#
   - Edge Detail: Square
   - Frame: Chemically Hardened
   - Mounting: Z-Track on W' Edge w/full wall fast track
   - Qty & Dimensions for 1.5” thick panels: 18 @ 2’x4’; 8 @1’x4’
   - Qty & Dimensions for 3” thick panels: 7 @ 4’x2’; 20 fabric wrapped base support brackets
   - Finish: Digital Print Fabric
   - Color: Custom images for 5 panels
   - Qty & Dimensions for 1.5” thick printed panels: 2 @2’x4’
   - Qty & Dimensions for 3” thick printed panels: 3 @ 4’x2’; 6 Fabric wrapped base support bracket
   - Cost ....................................................................................................................................$3878.80

3. Shipping charges ......................................................................................................................$1000.00

4. Labor (2 men, scissor lift rental, misc hardware/supplies, 2 days)........................................$1500.00

Total: $8256.80
SUBJECT:
Allow the police department to contract with NewCom to provide software maintenance on our 23 NetMotion licenses.

BACKGROUND:
In 2016 we purchased fourteen NetMotion licenses which allow us to access computer aided dispatch (CAD) software on our in-car computer tablets. We were not invoiced for the maintenance until May 2018.
In 2018 we purchased nine additional NetMotion licenses to outfit the rest of our in-car computer tablets as well as cellular based applications.

RECOMMENDATION:
Allow the police department to contract with NewCom to provide software maintenance on our 23 NetMotion licenses.
We will pay $2,205.00 to catch up the maintenance on the fourteen original licenses and $1,811.25 for the current 23 licenses through July 29, 2019.

FISCAL IMPACT:
$4,016.25 in budgeted funds from line item #47650 – Technology.
NEWCOM
575 Washington Street
Pembroke, MA 02359
P: 781-826-7989 F: 781-826-7131

Ship To Name: Jasper County
Ship To: 13870 Dispatch Lane
         Carthage, MO 64836
Contact Name: April Ford

Quote Number: 00002362
Quote Name: Jasper Emergency - Webb City PD -
            7/30/2016-7/29/2018
Created Date: 4/27/2018

Terms
Payment Terms: Net 30

Any express or expedited shipping charges will be billed as incurred

Item Pricing

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<thead>
<tr>
<th>Quantity</th>
<th>Product Code</th>
<th>Product Description</th>
<th>Sales Price</th>
<th>Line Total</th>
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| 1.00     | 11NMXP25     | 2 Year Mobility Premium Software Maintenance with:
             Includes:
             14 Devices
             Policy Module
             NAC Module
             Analytics Module
             24 x 7 Technical Support
             Major Version Upgrades
             Tech Notes and Web Based Support
             Cumulative quantity Discounts on additional device licenses
             Patch & Point Releases at no additional charge
             Guaranteed Response Times
             Effective: 7/30/2016 to 7/29/2018 | $2,205.00 | $2,205.00 |

Shipping and Handling: $0.00

Prepared By: Paula Sawler
Email: paula@newcomglobal.com

If you would like to proceed with the order, please sign below and email/fax back to our office along with a purchase order.

To accept this quotation, sign here and return:

__________________________________________

THANK YOU FOR YOUR BUSINESS!
NEWCOM
575 Washington Street
Pembroke, MA 02359
P: 781-826-7989 F: 781-826-7131

Ship To Name: Jasper County
Ship To: 13870 Dispatch Lane
         Carthage, MO 64836
Contact Name: April Ford
Quote Number: 00002369
Quote Name: Jasper Emergency - Webb City Police Department - 23
Created Date: 4/27/2018
Expiration Date: 7/29/2018

Terms
Payment Terms: Net 30

Any express or expedited shipping charges will be billed as incurred

Item Pricing

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<th>Product Code</th>
<th>Product Description</th>
<th>Sales Price</th>
<th>Line Total</th>
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</thead>
</table>
| 1.00     | 11NMXP25     | Netmotion Premium Maintenance                                                      | 1 Year Mobility Premium Software Maintenance with:
                                                      Includes:
                                                      23 Devices
                                                      Policy Module
                                                      NAC Module
                                                      Analytics Module
                                                      24 x 7 Technical Support
                                                      Major Version Upgrades
                                                      Tech Notes and Web Based Support
                                                      Cumulative quantity Discounts on additional device licenses
                                                      Patch & Point Releases at no additional charge
                                                      Guaranteed Response Times
                                                      Effective: 7/30/2018 to 7/29/2019 |
                                                      |               |              |                                                                                     | $1,811.25   | $1,811.25   |

Shipping and $0.00

Prepared By: Paula Sawler
Email: paula@newcomglobal.com

If you would like to proceed with the order, please sign below and email/fax back to our office along with a purchase order.

To accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!
SUBJECT:

The Missouri Department of Natural Resources has agreed to a pilot project for the production of compost material with the City of Webb City. This project will determine the ability of Webb City to produce compost that is able to be utilized as topsoil on the mining reclamation areas and the Habitat properties. Included within the project are reimbursement costs for items such as necessary equipment, record keeping and reporting, plus all reasonable and necessary expenses up to the initial funding level of $1,200,000.

(see attached)

RECOMMENDATION:

Motion to authorize the Mayor to sign the Webb City Composting Pilot Project Cooperative Agreement with the Missouri Department of Natural Resources.

FISCAL IMPACT:

The City of Webb City would be responsible for all purchase of equipment and all costs contained within the composting project or, without this agreement, would be responsible for 85% of the hazardous waste removal costs for all sludge removed from within the Center Creek Waste Water plant which is currently operated by the Center Creek 201 Governing Board. There are risks associated with in this project but much research has been completed by several agencies that has assured all involved this will produce a compost that will pass all analytical tests and be a useful product to create topsoil.

<table>
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<tr>
<th>Prepared By:</th>
<th>Submitted By:</th>
</tr>
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<tbody>
<tr>
<td>Carl Francis</td>
<td>Carl Francis</td>
</tr>
<tr>
<td>City Administrator</td>
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<tr>
<td>Kim DeMoss</td>
<td>Lynn Ragsdale</td>
</tr>
<tr>
<td>City Clerk</td>
<td>Mayor</td>
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Missouri Department of Natural Resources  
And  
The City of Webb City  

Memorandum Of Understanding  

Project Title:  
Webb City Composting Pilot Project  
Oronogo-Duenweg Mining Belt Operable Unit 1  

2018
I. Purpose and Background

The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, 42 U.S.C. § 9601 et seq. provides for the remediation and removal of hazardous materials which pose a danger to human health and the environment. The United States Environmental Protection Agency (USEPA), acting as the lead response agency, placed the Oronogo-Duenweg Mining Belt Site (the Site), in Jasper County, Missouri on the National Priorities List (NPL) of contaminated sites in 1990. As the supporting agency for the State of Missouri, the Missouri Department of Natural Resources (the Department) is responsible for assuming 10% of the cost of the remedial actions at NPL sites.

The Record of Decision, issued by the USEPA in 2004, describes the remedial actions selected for use at the Site. The selected remedy includes revegetating the affected areas and covering any residual mine waste or contaminated soil with topsoil. In an Explanation of Significant Differences (ESD) to the selected remedy, issued in 2016, the USEPA describes the need to use composted wastewater treatment biosolids and other organic matter as a substitute for clean topsoil.

The project described hereunder is being conducted pursuant to the work plan for a cooperative agreement (Exhibit 2) between the USEPA and the Department regarding efforts to increase the supply of available compost in the Jasper County, Missouri area. This project is being funded by the Department in partial fulfillment of the Department’s obligation to provide 10% of the cost of remedial activities.

The purpose of this Agreement is to support effective remedial efforts by increasing the production capacity and supply of organic soil amendments in the Jasper County, Missouri area. It is the intent of the Department to award funds to the City of Webb City to procure the equipment needed to produce compost, and to begin producing and evaluating compost. This increased supply of organic amendments is expected to be utilized in future years to revegetate remediated mine lands. Thus, this Agreement represents the first phase of what is expected to be a long-term project spanning multiple years. Future activities, including the widespread use of compost on remediated lands, will be the subject of future cooperative agreements.

II. Parties

The Parties to this Agreement are the City of Webb City, Missouri, a political subdivision and third-class city of the State of Missouri, and the Department, an executive department of the State of Missouri, established pursuant to Article IV, Sections 12 and 47 of the Missouri Constitution.

III. Scope of Work

As more fully described below, Webb City will:

1. Procure the equipment needed to begin compost production, listed under Section IV of this agreement.
2. Maintain records of equipment use and personnel time spent on work performed under this agreement.
3. Produce at least 3,200 cubic yards of compost.
4. Conduct analysis of compost to evaluate composting process and agronomic properties of finished compost.
5. Spread finished compost in an area to be designated for performance evaluation pilot study of the finished compost.
6. Participate in monthly coordination meetings and submit quarterly progress reports.

1. Procurement of Equipment

Webb City will procure the proposed equipment listed below in Section IV through municipal lease or conventional rental. Webb City shall attempt to secure a lease on any equipment which can be leased at a reasonable cost and in a timely manner. Purchasing of equipment shall only be considered if the equipment is unable to be found for lease or if the cost of leasing is significantly greater than purchasing. Webb City will retain all receipts and invoices for equipment leased or purchased, and shall submit copies of those receipts to the Department to document expenses.

2. Record Keeping and Submittal

Webb City will maintain records of the usage of equipment procured under the scope of this project. The total hours of use shall be recorded daily for each piece of equipment. It is expected that 100% of the usage of the equipment will be devoted to activities described in this Scope of Work. For any equipment usage on activities outside of this Scope of Work, the hours spent on those outside activities shall be noted in the daily records. Webb City will reimburse the Department pro rata for equipment usage on activities outside of this Scope of Work calculated as the proportion of total use hours logged for outside activities.

Webb City will maintain all receipts and invoices for maintenance and upkeep of the equipment and submit copies to the Department for reimbursement. Webb City will submit usage and maintenance records to the Department each quarter.

3. Production of Compost

Webb City will produce at least 3,200 cubic yards of compost for use in the pilot study. Webb City will acquire the necessary feedstock materials in order to produce an adequate amount of finished compost. The exact feedstock materials and mixture rates will be determined in coordination with the Department.

Equipment procured under this agreement may be used for any activity related to establishing a composting operation, preparing the composting site, transporting compost feedstocks, mixing, turning, producing, transporting, spreading, or analyzing compost, or other activities involved in the normal operation and maintenance of a composting facility.
The use of equipment is limited to the activities described above, unless in the event of an emergency or natural disaster.

4. Analysis of Compost

Webb City will conduct analysis on the compost and constituent feedstock materials throughout the composting process, as appropriate, in order to ensure compliance with Federal regulations governing the biosolids (40 CFR Part 503). Webb City will maintain records of any such testing and submit such records and analysis results to the Department upon request, or included in quarterly reporting. The Department will coordinate any additional analyses, as needed to evaluate the suitability of the compost for use on remedial areas as described in the ESD.

5. Compost Application for Pilot Study

The Department will coordinate the development of a pilot study to evaluate the suitability of the compost for use on remedial area. Webb City will cooperate in the development of a study plan, and assist in the installation of study plots, including the placement of compost in the study plots, and spreading seed over the compost.

6. Coordination and Reporting

Webb City and the Department will participate in monthly coordination phone calls with the Environmental Protection Agency to report progress and discuss emerging issues. In addition, Webb City will provide quarterly reports to the Department containing at a minimum: daily use logs of equipment, sampling and analysis results from the compost, quantities of compost mixed, produced or land-applied, descriptions of any notable activities or milestones reached, and financial documentation for reimbursement, as described in Section V, Paragraph 2, below.

Webb City will apply for and maintain all necessary permits regarding the production, handling, or land application of biosolids or compost containing biosolids. Webb City will maintain all documentation necessary to comply with all applicable permits or regulations, and will provide such documentation to the Department or the EPA upon request.

IV. Budget

The expected budget of this project is based upon the budget proposed by Webb City in Exhibit 3 on the purchase of the equipment listed below. Due to anticipated differences in prices between the time of acquisition relative to the time the estimates were obtained, the cost of individual items may vary. Webb City will notify the Department if they are unable to procure any of the listed pieces of equipment, or if they wish to substitute an alternative piece of equipment for any of those described in the following list. The total cost of this project, including the cost of procuring and maintaining equipment, and analyzing compost material as required, is not to exceed $1,182,937.00.
Table 1. Estimated costs of the proposed composting equipment. Estimates are based on financing through a municipal lease with a three year term.

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<th>Description</th>
<th>Estimated Cost</th>
<th>Estimated Monthly Lease Cost</th>
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<td>Excavator with thumb</td>
<td>$201,000</td>
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<td>Trommel Screen</td>
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<td><strong>Total Monthly Lease Cost</strong></td>
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<td>Equipment Maintenance</td>
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<tr>
<td><strong>Total Fixed Costs</strong></td>
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V. Payments

1. **Initial Funding**

Within 30 days following the effective date of this Agreement, Webb City may request Initial Funding reasonably required to secure leases of the proposed equipment. The Initial Funding Request shall be for an amount estimated to cover activities performed until the first Quarterly Reimbursement. The request shall list the amount requested for each equipment item and any available documentation related to the cost estimates. Based upon the Initial Funding Request, the parties will negotiate an amount to be provided to Webb City as Initial Funding.

2. **Quarterly Reimbursement**

Four times per year, (January 1st, April 1st, July 1st, October 1st) Webb City may request reimbursement for reasonable and necessary expenses incurred in performing the activities under the Scope of Work. The reimbursement request will be in a form acceptable to the Department and will contain, at a minimum: an itemized list of expenses; the total amount of reimbursement requested; and detailed documentation (equipment usage logs, receipts, paid invoices, etc.) supporting the amounts requested. The Department will send reimbursement payments within 45 days of receipt of a request and the appropriate supporting documentation.

The first Quarterly Reimbursement Request shall include all expenses incurred since the effective date of this Agreement, detailed documentation supporting those expenses; the amount of Initial Funding expended; and a request for reimbursement equaling the amount of actual expenses exceeding the Initial Funding. If the Initial Funding exceeds the actual expenses, this reconciliation process shall be repeated until the Initial Funding is expended.
Only reasonable and necessary expenses incurred during the term of this Agreement will be paid. Any expenses not reasonably necessary to perform the activities in the Scope of Work, any use of equipment for activities outside the Scope of Work, or any expenses not included in the budget will be the sole responsibility of Webb City. Any expense which is later found to have been improperly reimbursed (regardless of which party is at fault) shall be deducted from the next Quarterly Reimbursement or repaid by Webb City to the Department. The Department reserves the right to withhold funds or seek repayment of any or all funds paid pursuant to this Agreement if Webb City violates any terms and conditions of this Agreement. Webb City must request final reimbursement no later than 30 calendar days after the Agreement end date at which time any remaining balance of project funds will be de-obligated.

VI. Effective Date and Term

The Effective Date of this Agreement shall be the date on which the last party to this Agreement executes this Agreement.

The term of this Agreement shall be from May 15, 2018 to October 31, 2018, with the ability to be extended by amendment in accordance with Section VIII, unless terminated sooner pursuant to Section VII.

VII. Termination

This Agreement may be terminated in writing by one party in the event of substantial failure by the other party to fulfill its obligations under this Agreement, provided that no termination may be effected unless the other party is given 1) no less than thirty (30) calendar days written notice (delivered by certified mail return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party prior to termination. The intent to terminate should include the reasons for termination, together with the effective date.

Upon receipt of a termination notice from the Department, Webb City shall 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Department all data, reports, estimates, summaries and such other information and material as may have been accumulated by Webb City in performing this Agreement, whether completed or in process.

VIII. Amendments

This Agreement and any attachments hereto constitute the entire Agreement between the parties. No amendment to this Agreement shall take effect prior to written approval by the Department and Webb City.

IX. Disputes

The dispute resolution procedures of this Section shall be utilized to resolve disputes arising under or with respect to this Agreement before any party initiates legal action to enforce this Agreement.
**Informal Dispute Resolution.** Any dispute over the meaning of any of the terms of this Agreement or a decision by the Department shall in the first instance be the subject of informal negotiations between the parties to the dispute. Notice of the dispute shall be given by the party alleging the dispute. The notice shall state the specific grounds for the dispute, including any supporting documentation and the relief requested. The parties shall have thirty (30) days from the receipt of the notice of the dispute to resolve the dispute through informal negotiations. If agreement is reached, the resolution shall be reduced to writing. The time for informal negotiations may be extended by written agreement of the parties.

In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, the Department’s position shall be binding unless the Webb City successfully seeks judicial resolution of the dispute. Any judicial resolution must be initiated by filing a legal action in the Circuit Court of Cole County, Missouri.

**X. Employment of Unauthorized Aliens Prohibited.**

Webb City acknowledges approval of this Agreement requires compliance with Section 285.530, RSMo. regarding enrollment and participation in the federal work authorization program with respect to all persons performing services under this Agreement. Webb City represents and warrants that it is in compliance with Section 285.530, RSMo. at the time of execution of this Agreement and has provided a sworn affidavit in the form attached as Exhibit 4 and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

**XI. Indemnification.**

Webb City agrees to protect, indemnify and save harmless the Department, its employees and agents from and against any and all liabilities, losses, suits, judgments, claims, costs (including reasonable attorney's fees), demands and causes of action of any nature whatsoever arising out of or in connection with the performance of this Agreement, by Webb City, its agents, subcontractors (if any), and employees. Nothing in this Agreement waives the Department’s claims of sovereign immunity or similar defenses available to the Department or its employees.
XII. Records Retention and Access.

In accordance with federal grant requirements under 40 CFR §35.6700 and §35.6705, Webb City shall retain financial records, supporting documents and other records relating to this Agreement and services provided thereunder for a period of ten years following the term of this Agreement. If applicable, such records may be subject to review and inspection according to the provisions of 40 CFR §35.6710 and Chapter 610 RSMo. Such records are subject to audit or compliance reviews by the Department and their authorized representatives as well as other entities allowed by law. If any litigation, claim, negotiation, audit or other action involving the records has been initiated before the expiration of the ten year period, Webb City shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten year period, whichever is later.

XIII. Additional Conditions.

This Agreement is subject to all applicable State and Federal statutory and regulatory requirements, as well as all applicable General Terms and Conditions, included herein as Exhibit 1.

XIV. Notices

All notices, consents, reports, requests, demands and other communications hereunder are to be in writing and addressed to the Project Managers as listed below:

Missouri Department of Natural Resources
Hazardous Waste Program
John Nichols, Remedial Project Manager
P.O. Box 176
Jefferson City, MO 65102
Telephone: 573-751-8629
Fax: 573-751-7869
e-mail: john.nichols@dnr.mo.gov

City of Webb City
Carl Francis, City Administrator
P.O. Box 30
Webb City, MO 64870
Telephone: 417-673-4651
Fax: 417-673-8228
e-mail: cfrancis@webbcity.org

Upon notice in writing, either party may direct that certain notices, consents, reports, requests, demands and other communications hereunder be provided to individuals or third parties not listed in this Agreement. Such a direction in no way relieves a party to this Agreement from the duties hereunder.
XV. Signature

Each party executing this Agreement warrants that they are authorized to do so on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year listed below.

<table>
<thead>
<tr>
<th>MISSOURI DEPARTMENT OF NATURAL RESOURCES</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MISSOURI DEPARTMENT of NATURAL RESOURCES DIRECTOR</td>
<td>Carol Comer</td>
<td></td>
</tr>
<tr>
<td>CITY OF WEBB CITY</td>
<td>SIGNATURE</td>
<td>DATE</td>
</tr>
<tr>
<td>CITY ADMINISTRATOR</td>
<td>Carl Francis</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 2 - EPA COOPERATIVE AGREEMENT WORK PLAN
EXHIBIT 3 - PROPOSED EQUIPMENT AND COST ESTIMATE PROVIDED BY WEBB CITY (9/12/2017)
## Compost Processing Equipment Needed

<table>
<thead>
<tr>
<th>Description</th>
<th>$5 Cost $5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Wheel Loader -- New</td>
<td>$196,000.00</td>
</tr>
<tr>
<td>2) Excavator w/thumb -- New</td>
<td>$201,000.00</td>
</tr>
<tr>
<td>3) Trommel Screen -- low hour used</td>
<td>$170,000.00</td>
</tr>
<tr>
<td>4) Day Cab (used) and Side Dump Trailer -- New</td>
<td>$120,000.00</td>
</tr>
<tr>
<td>5) Low Speed Shredder -- low hour used</td>
<td>$230,000.00</td>
</tr>
<tr>
<td>6) Stacking Conveyer -- New</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>7) Windrow Turner - Self Powered -- low hour used</td>
<td>$135,000.00</td>
</tr>
<tr>
<td>8) Equipment Preventive Maintenance Cost</td>
<td>$15,000.00</td>
</tr>
<tr>
<td><strong>Total Equipment Cost</strong></td>
<td><strong>$1,099,000.00</strong></td>
</tr>
</tbody>
</table>
EXHIBIT 4 - AFFIDAVIT OF WEBB CITY REGARDING THE EMPLOYMENT OF UNAUTHORIZED ALIENS
MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Subgrants
General Terms and Conditions

I. Administrative Requirements

These general terms and conditions highlight requirements which are especially pertinent to federal subgrants made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the subgrantee must comply with all governing requirements of their subgrant, including the federal Common Rule (adopted by federal agencies and contained in specific Codes of Federal Regulation, for each federal agency, under the title “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”). The Common Rule is fully incorporated by reference into these terms and conditions. The common rule as codified by the federal granting agency can be found at http://www.whitehouse.gov/omb/grants/chart.html

A. Method of Payment. The subgrantee will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The subgrantee shall report project expenses and submit to the MDNR original invoices for payment as required by division/program per the subgrant agreement. The form must be completed with the MDNR invoiced amount and local share detailed. Invoices must provide a breakdown of project expenses by the budget categories contained in the subgrant budget. Invoices must be received by the MDNR per the subgrant agreement. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing date.

1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total project cost for each invoice submitted unless the subgrant specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MDNR. Advance payments will only be made on a monthly basis to cover estimated expenditures for a 30-day period or as otherwise agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All reimbursement requests must have the following certification by the authorized subgrantee official: I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the subgrant and that payment is due and has not been previously requested.

B. Retention and Custodial Requirements for Records. The subgrantee shall retain financial records, supporting documents, and other records pertinent to the subgrant for a period of three years starting from the date of submission of the final financial status report. Authorized representatives of federal awarding agencies, the Comptroller General of the United States, and the MDNR shall have access to any pertinent books, documents, and records of subgrantees in order to conduct audits or examinations. The subgrantee agrees to allow monitoring and auditing by the MDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the subgrantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
C. **Program Income.**

1. Subgrantees are encouraged to earn income to defray program costs. Program income means income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under the subgrant, and from payments of principal and interest on loans made with subgrant funds. Program income does not include items such as interest on grant funds, rebates, credits, discounts, or refunds.

2. Program income shall be deducted from outlays, which may be both state and subgrantee unless the MDNR, with approval of the federal awarding agency, as negotiated with the subgrantee, specifies an alternative method in the subgrant. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net amount to which the respective matching ratios are applied. For example, 50/50 share ratio subgrant with total allowable costs of $10,000 that earns $1,000 in program income would result in $4,500 net share and a $4,500 net sub-grant share.

D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are specifically identifiable to the project or program. Any in-kind match must be assigned a fair market value stated in dollars and the rationale used to calculate the value must be provided. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal subgrant agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or subgrant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the MDNR through negotiation with the subgrantee. Signature by both the MDNR and subgrantee on the subgrant signature form firmly affixes the match or cost sharing ratios. Full expenditure of subgrantee match or cost share funding is required over the life of the subgrant. Subgrantee must invoice the MDNR, as required by the particular subgrant, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the subgrantee for its percentage portion agreed to less any negotiated withholding.

2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the subgrant may cause the subgrantee to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for non-compliance.

E. **Financial Management Systems.** The financial management systems of subgrantees must meet the following standards:

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the subgrant;

2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;

3. Internal Control. Effective control and accountability must be maintained for all subgrantee cash, real and personal property, and other assets. Subgrantees must
adequately safeguard all such property and must assure that it is used solely for authorized purposes;

4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each subgrant;

5. Allowable Costs. Applicable OMB cost principles, federal agency program regulations, and the subgrant scope of work will be followed in determining the reasonableness, allowability, and allocability of costs;

6. Source Documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract, and subgrant award document. The documentation must be made available by the subgrantee at the MDNR’s request;

7. The subgrantee shall have procedures in place to minimize the time lapsed between money disbursed by the MDNR and money spent by the subgrantee.

F. Reporting of Program Performance. Subgrantee shall submit to the MDNR a performance report for each program, function, or activity as specified by the subgrant or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MDNR shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for three years thereafter.

G. Budget and Scope of Work Revisions. Subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. However, subgrantee must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, subgrantees shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR’s share exceeds $100,000.

2. For construction and non-construction projects, subgrantees shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.

3. For combined non-construction and construction projects, the subgrantee must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.

4. Subgrantees under non-construction projects must obtain prior written approval from the MDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.

5. Changes to the scope of services described in the subgrant must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the subgrant.

6. Extending the grant past the original completion date requires approval of the MDNR.

H. Equipment Use. Subgrantee agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this
agreement. The equipment shall not be moved from the State of Missouri without approval from the MDNR. The following standards shall govern the utilization and disposition of equipment acquired with subgrant funds:

1. Title to equipment acquired under this subgrant will vest with the subgrantee on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost $5,000 and greater.
   
a. Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MDNR or the federal agency. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the assets without the MDNR’s prior written approval.
   
b. The subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the MDNR. User fees should be considered if appropriate.
   
c. The subgrantee must not use equipment acquired with MDNR funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C above.
   
d. When acquiring replacement equipment, the subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MDNR.

2. Equipment Management. Subgrantee’s procedures for managing equipment, whether acquired in whole or in part with subgrant funds, will, at a minimum, meet the following requirements until disposition takes place:
   
a. Subgrantee must maintain property records that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, and the location, use and condition of the property.
   
b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
   
c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The subgrantee shall procure and maintain insurance covering loss or damage to equipment purchased with a sub-grant award, with financially sound and reputable insurance companies or through self-insurance, in such amounts and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated.
d. Subgrantee must develop adequate maintenance procedures to keep the property in good condition.

e. If the subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

3. Disposition. When original or replacement equipment acquired under a subgrant is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, subgrantee shall dispose of the equipment as follows:

a. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the MDNR.

b. For items of equipment with a current per unit fair market value of $5,000 or more, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR’s share of the equipment.

c. In cases where a subgrantee fails to take appropriate disposition actions, the MDNR may direct the subgrantee how to dispose of the equipment.

d. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the asset without MDNR’s written approval.

I. Supplies. Title to supplies acquired under a subgrant will vest, upon acquisitions, in the subgrantee.

If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the subgrantee shall compensate the department for its share.

J. Inventions and Patents. If any subgrantee produces subject matter, which is or may be patentable in the course of work sponsored by this subgrant, the subgrantee shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the subgrantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file the same. The MDNR grants to the subgrantee the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by subgrantee to the MDNR will be addressed in a separate royalty agreement.

K. Copyrights. Except as otherwise provided in the terms and conditions of this subgrant, the author or the subgrantee is free to copyright any books, publications, or other copyrightable material developed in the course of this subgrant; however, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.

L. Prior Approval for Publications. The subgrantee shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The subgrantee shall not print or distribute any publication until receiving written approval by the grant manager.

M. Mandatory Disclosures. Subgrantee agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds
are now being awarded will include a statement of the percentage of the total cost of the
program/project which is financed with federal and state money, and the dollar amount of federal
and state funds for the program/project.

N. **Procurement Standards.** Subgrantees shall use their own procurement procedures provided that
procurement conforms to standards set forth in the "Uniform Administrative Requirements for
Grants and Cooperative Agreements to State and Local Governments."

1. No work or services, paid for wholly or in part with state or federal funds, will be
contracted without the written consent of the MDNR. See G.4.

2. Subgrantee agrees that any contract, interagency agreement, or equipment to be procured
under this award which was not included in the approved work plan must receive formal
MDNR approval prior to expenditure of funds associated with that contract, interagency
agreement, or equipment purchase.

O. **Audit Requirements.** The MDNR has the right to conduct audits of recipients at any time. The
subgrantee shall arrange for independent audits as prescribed in OMB Circular A-133, Single
Audit Act Amendments of 1996, as applicable. Audits must confirm that records accurately
reflect the operations of the subgrantee, the internal control structure provides reasonable
assurance that assets are safeguarded, and subgrantee is in compliance with applicable laws and
regulations. When the subgrantee has its yearly audit conducted by a governmental agency or
private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR.
Other portions of the audit shall be made available at the MDNR’s request.

P. **Allowability of Costs.** Allowability of costs shall be determined in accordance with cost
principles contained in OMB Circular No. A-87 for state and local governments, and Circular No.
A-122 for nonprofit organizations.

Q. **Conflicts of Interest.** No party to this subgrant, nor any officer, agent, or employee of either
party to this subgrant, shall participate in any decision related to such subgrant which could result
in a real or apparent conflict of interest, including any decision which would affect their personal
or pecuniary interest, directly or indirectly.

The subgrantee is advised that, consistent with Chapter 105, RSMo, no state employee shall
perform any service for consideration paid by the subgrantee for one year after termination of the
employee's state employment by which the former state employee attempts to influence a decision
of a state agency. A state employee who leaves state employment is permanently banned from
performing any service for any consideration in relation to any case, decision, proceeding, or
application in which the employee personally participated during state employment.

R. **State Appropriated Funding.** The subgrantee agrees that funds expended for the purposes of
this subgrant must be appropriated and made available by the Missouri General Assembly for each
fiscal year included within the subgrant period, as well as being awarded by the federal or state
agency supporting the project. Therefore, the subgrant shall automatically terminate without
penalty or termination costs if such funds are not appropriated and/or granted. In the event that
funds are not appropriated and/or granted for the subgrant, the subgrantee shall not prohibit or
otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary
for the conduct of state government affairs. The requirements stated in this paragraph shall apply
to any amendment or the execution of any option to extend the subgrant.

S. **Eligibility, Debarment and Suspension.** By applying for this award, the subgrantee verifies that
it, its board of directors, and all of its principals are currently in compliance with all state and
federal environmental laws and court orders issued pursuant to those laws, and that all
environmental violations have been resolved (for example, no pending or unresolved Notices of
Violation (NOV)) at the time of application. If compliance issues exist, subgrantee shall disclose
to the MDNR all pending or unresolved violations noted in an NOV, administrative order, or civil
and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri. The MDNR will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Subgrantee shall complete a Debarment/Suspension form when required by the MDNR. Furthermore, subgrantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.

T. **Restrictions on Lobbying.** No portion of this award may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of a grant; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

U. **Recycled Paper.** Consistent with Federal Executive Order 13101 and 13423 and EPA Executive Order 1000.25, the subgrantee shall use recycled paper consisting of at least 30% post consumer fiber and double sided printing for all reports which are prepared as a part of this grant award and delivered to the MDNR. The subgrantee must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. **Contracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 05-30 and federal administrative provisions, all subgrantees shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 5%, respectively, when utilizing subgrant funds to purchase supplies, equipment, construction and services related to this subgrant.

1. The subgrantee agrees to take all necessary affirmative steps required to assure that small and minority firms and women’s business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the subgrant. The subgrantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

   a. Placing qualified minority business and women's business enterprises on solicitation lists;

   b. Ensuring that minority business and women's business enterprises are solicited whenever they are potential sources;

   c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority business and women's business enterprises;

   d. Establishing delivery schedules, where the requirements of work will permit participation by minority business and women's business enterprises;

   e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;
f. Requiring any prime contractor or other subgrantee, if subgrants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

2. For EPA subgrants, the subgrantee agrees to submit to the MDNR grants manager a completed Form 5700-52A, U.S. Environmental Protection Agency MBE/WBE Utilization Under Federal Grants, Cooperative Agreement, and Interagency Agreements within 30 days after the end of each federal/state fiscal year or as determined by the MDNR.

3. For EPA subgrants, the subgrantee agrees to include disadvantaged business enterprises in the affirmative steps indicated above.

W. Disputes. Subgrantee and the MDNR should attempt to resolve disagreements concerning the administration or performance of the subgrant. If an agreement cannot be reached, the MDNR program director will provide a written decision. Such decision of the program director shall be final unless a request for review is submitted to the division director within ten (10) business days after the program director's decision. Such request shall include: (1) a copy of the program director's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the division director shall constitute final MDNR action.

X. Termination
1. Termination for Cause. The MDNR may terminate any subgrant, in whole or in part, at any time before the date of completion whenever it is determined that the subgrantee has failed to comply with the terms and conditions of the subgrant. The MDNR shall promptly notify the subgrantee in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of grant funds if the subgrantee violates any term or condition of this subgrant.

2. Termination for Convenience. Both the MDNR and subgrantee may terminate the subgrant, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

3. This agreement is not transferable to any person or entity.

Y. Enforcement; Remedies for Noncompliance. If a subgrantee falsifies any award document or materially fails to comply with any term of a grant, award, or subgrant, the MDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current award or grant;

2. Disallow all or part of the cost of the activity or action not in compliance;

3. Temporarily withhold cash payments pending subgrantee’s correction of the deficiency;

4. Withhold further awards from the subgrantee;

5. Order subgrantee not to transfer ownership of assets purchased with grant money without prior MDNR approval; or

6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. Subgrantee's Signature. The subgrantee’s signature on the application and the award documents signifies the subgrantee’s agreement to all of the terms and conditions of the award.
AA. **Human Trafficking.** This requirement applies to non-profit recipients or subrecipients. The subgrantee, their employees, subrecipients under this award, and subrecipients’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), noncompliance that are available to the subgrantee under this award.

BB. **Illegal Immigration.** As per HB 1549, 1771, 19395 & 2366 - Section 67.307 2. Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through grants administered by any state agency or department until the policy is repealed or is no longer in effect.

CC. **Illegal Immigration – Missouri Statutes – RSMo 285.525 – 285.550 Effective January 1, 2009.** Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

DD. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent the authorized as a direct cost of carrying out the scope of work.

EE. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original award amount is less than $25,000 and an amendment increases the award amount to $25,000 or greater, the subrecipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form – see Attachment 1):

- location of the entity receiving the award and primary location of performance under the award, including city, state, congressional district and county
- a unique identifier of the entity receiving the award – DUNS #
- a unique identifier of the parent entity of the recipient
- names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

FF. **Executive Compensation.** If FFATA reporting requirements apply and if the award period will exceed 12 months, the subrecipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form for every 12 month period of the award agreement (Attachment 1).

II. **Statutory Requirements**

Subgrantees must comply with all federal state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the award. For a copy of state and federal laws that typically apply to grants from the MDNR, contact the MDNR grants manager.

Any subgrantee, in connection with its application for financial assistance, shall include a certification that the subgrantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the subgrantee shall report to the MDNR any instance in which the subgrantee or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or
state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this subgrant or suspension or debarment of the subgrantee

A. Laws and regulations related to nondiscrimination:
   1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
   2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:
   3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
   5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
   6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
   7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
   9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
   10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
   12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
   13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:
   1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
   2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.


6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.


8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.

9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.


G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires Subgrantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.

I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

K. The following additional requirements apply to projects that involve construction:


4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.

5. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

L. Trafficking Victims Protection Act of 2000, Section 106, as amended (22 U.S.C. 7104(g) relating to termination of contract award based should any employee of the department, recipient or subrecipient violate this act.

M. Missouri House Bill 1549, 1771, 1395 & 2366 – Illegal Aliens and Immigration Status Verification – This bill change the laws regarding illegal aliens and immigration status verification. Effective January 1, 2009, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform working within the state of Missouri.

N. Federal Funding Accountability and Transparency Act of 2006 (S. 2590) – Required information on federal awards be made available to the public via a single searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance. House Resolution 2646, Amended 09/30/2008

O. Information on Statutory Authorization

Public Improvement, Recreation/Education, Bruce Watkins, RSMO. 253.220
http://www.moga.mo.gov/statutes/C200-299/2530000220.HTM

Soil Conservation Research, RSMO. 278.080
http://www.moga.mo.gov/statutes/C200-299/278000080.HTM

Cost Share Program, RSMO. 278.080
http://www.moga.mo.gov/statutes/C200-299/278000080.HTM

Disbursements to Soil Districts, RSMO. 278.080, 278.120
http://www.moga.mo.gov/statutes/C200-299/278000080.HTM
http://www.moga.mo.gov/statutes/C200-299/278000120.HTM

Soil Conservation Expenditure Loans, RSMO. 278.080
http://www.moga.mo.gov/statutes/C200-299/278000080.HTM

Soil Conservation Demonstrations, RSMO. 278.080
http://www.moga.mo.gov/statutes/C200-299/278000080.HTM

Recovered Materials Market Development, RSMO. 260.335
http://www.moga.mo.gov/statutes/C200-299/2600000335.HTM

Water Pollution Control Loans, RSMO. 644.122
http://www.moga.mo.gov/statutes/C600-699/6440000122.HTM

Energy Set-Aside Program, RSMO. 640.665
http://www.moga.mo.gov/statutes/C600-699/6400000665.HTM

Public Improvement Expenditures, MO Botanical Garden & Jefferson Landing, RSMO. 253.220
http://www.moga.mo.gov/statutes/C200-299/2530000220.HTM

Storm Water Grants, RSMO. 644.031
http://www.moga.mo.gov/statutes/C600-699/644000031.HTM
Wastewater Treatment Grants, RSMO. 644.026
http://www.moga.mo.gov/statutes/C600-699/6440000026.HTM

Rural Water and Sewer Grants, RSMO. 644.026
http://www.moga.mo.gov/statutes/C600-699/6440000026.HTM

Outdoor Recreation Sub-Grants, RSMO. 258.083
http://www.moga.mo.gov/statutes/C200-299/2580000083.HTM

Information on Statutory Authorization Energy Conservation - Schools/Hospitals, RSMO. 640.653
http://www.moga.mo.gov/statutes/C600-699/6400000653.HTM

Energy Conservation - Local Governments/Non-Profit, RSMO. 640.653
http://www.moga.mo.gov/statutes/C600-699/6400000653.HTM

Waste Management Grants, RSMO. 260.335
http://www.moga.mo.gov/statutes/C200-299/2600000335.HTM

Environmental Grants, RSMO. 260.273-342
http://www.moga.mo.gov/STATUTES/C260.HTM

Historic Preservation Sub-Grants, RSMO. 253.408-415
http://www.moga.mo.gov/STATUTES/C253.HTM

Clean Air Act Grants and Sub-Grants, RSMO. 643.010-190
http://www.moga.mo.gov/STATUTES/C643.HTM
GOAL 3: Cleaning Up Communities and Advancing Sustainable Development
Objective 3.3 Restore Land: Prepare for and respond to accidental or intentional releases of contaminants and clean up and restore polluted sites.

PROGRAM RESULTS CODE: 303DD2
CFDA: 66-802 Superfund

BACKGROUND:
The Oronogo-Duenweg Mining Belt Superfund Site is located in Jasper County and portions of Newton County, Missouri. The site is part of the Tri-State Mining District, which covers approximately 2,500 square miles in Missouri, Kansas, and Oklahoma. The Missouri portion of the district covers 270 square miles. Past lead and zinc mining and milling practices resulted in the contamination of surface soil, sediments, surface water and groundwater. The primary contaminants of concern are lead, cadmium and zinc. The U.S. Environmental Protection Agency listed the site on the Superfund National Priorities List in 1990. This site has been broken down into operable units.

The selected remedial action or cleanup method for OU1 includes removing mine/mill waste and soil contamination and disposing of it in mining pits and in repository areas that will be capped, vegetated, and provided institutional controls in the form of Environmental Covenants implemented under Missouri law. The selected remedy requires the cleanup of approximately 14 million cubic yards of mine and mill wastes and soil scattered over at least 11,000 acres. EPA started remedial design and remedial action work in 2007 and several thousand acres have been completed to date. It is estimated that the remainder of the OU1 remedial action will most likely take six to ten years to complete.

The Record of Decision (ROD) (2004) included the use of biosolids as a soil amendment to assist in re-vegetation after excavation of mining and milling wastes. The ROD also called for treatability studies to evaluate the effectiveness of biosolids as a treatment method to reduce the bioavailability of heavy metals in the soils. The studies determined that the treatment may not be effective. Subsequently, the ROD Amendment (2013) eliminated biosolids as a soil amendment because of the lack of availability of locally available composted biosolids and the cost effectiveness of hauling composted biosolids from long distances (e.g., Springfield, Missouri) for the Site.
The 2016 Explanation of Significant Differences (ESD), to a limited extent, reversed the decision not to use biosolids in the ROD amendment. The agency determined that the use of manufactured composted biosolids is an appropriate remedial action for limited purposes. The ESD allows the use of biosolids as soil amendments for covering repository caps and repairing the run off/erosion areas where mining wastes have been excavated and removed to the repositories. The ESD also states manufactured compost may be used “as necessary, in areas of mining waste excavation in accordance with the best professional judgment of the project manager.” ESD, Page 5 (2016) Finally, the agency did not modify the ARARs provisions in the ESD. Thus, as prescribed in the 2004 ROD, the Clean Water Act ARAR for regulating the use of biosolids as a soil amendment, i.e., 40 CFR Part 503, the Federal Biosolids Program, remains an applicable requirement at this Site.

After consideration of the use of biosolids in other reclamation projects, EPA has concluded that the Webb City sludge from its Waste Water Treatment Plant (WWTP), while contaminated, can be combined with non-contaminated materials creating a compost/soil mixture that meets the requirements of the 40 CFR Part 503 federal biosolids requirements. Biosolids-based reclamations have been demonstrated to be a success in assisting the revegetation of contaminated mining and smelting sites. The application of a phosphorus and organic rich cover material grows a healthy cover crop and may bind heavy metals to the organic materials. The goal of the Webb City Composting Pilot Project is to produce the composting product in a volume that can be used, at reclamation rates of application, to create soil-like cover that will sustain vegetation and minimize the migration of any residual contamination.

OBJECTIVE:
The Department will enter into an agreement with the City of Webb City to implement a project to produce compost which can be used as a soil amendment in remediated areas. The compost can be used to provide an amendment to remediated areas where the existing topsoil cap will not support vegetation or to prevent or reduce erosion.

The ESD published by the EPA in May 2016, determined that compost may be used as a soil amendment for remedial purposes. The compost may be used in place of topsoil because adequate sources and quantities of top soil are difficult to obtain and it is not feasible to apply topsoil to all the mine-scarred land undergoing remediation. In addition, the application of compost may improve fertility and vegetative success in remediated areas where the residual soils are often rocky and infertile. The state intends to cooperate on an estimated $1.2 million project with Webb City to produce compost until completion of the OU1 Remedial Action. In addition, the Department technical staff will provide oversight and assistance when needed to help Webb City establish a composting facility. The compost may be applied to the remediated areas in lieu of stripping topsoil from other areas.

Work Plan Activities and Time frame for Accomplishment (Commitments)

TASK 1. Implementation of Composting Facility
Activity 1: Acquire and Prepare Components of Composting Material: Webb City has been collecting large quantities of wood chips that are now stored at their treatment plant, and have secured several constant supply sources for future wood chips and saw dust. Webb City has an agreement with the Joplin Stockyards to receive all their composed manure, and is in the process of securing
additional sources of manure from the many animal feeding operations in the area (CAFO’s). The following activities are to be completed 1) acquire and prepare manure, 2) remove sludge from WWTP pond, dewater sludge, stockpile dried sludge (i.e. biosolids), 3) prepare stockpiles of wood chips, 4) acquire additional components – which may include but not limited to lime and phosphorus.

**Activity 2: Leasing of Equipment:** Webb City will need to lease the following equipment that will allow for the production of the compost on a larger scale: tracked excavator with thumb (to move tree limbs for grinding into chips); wheel loader with 3-yard bucket (to move material and load trucks); windrow turner (to mix and aerate the compost windrows); skid steer loader (to add biosolids to windrow); trommel screen (to screen the finished compost product); compost spreader (for land application of compost); 4-wheel drive 120 horsepower tractor (for pulling the windrow turner and spreader); and a tandem axel dump truck (to transport material).

**Activity 3: Preparation of the compost pad and designated areas of application during pilot:** The ground to be used as a compost pad will be compacted to the appropriate density. Locations for using the compost during the pilot study may be different than the locations specified in the ESD, e.g., the City will only use property currently owned by the City that was remediated by EPA for the land application during the pilot study. However, the goal of this pilot study is to determine the utility of the mix for the purposes and volume intended in the ESD. Webb City will determine locations for pilot study test plots and apply completed compost to the plots. It is anticipated the test plots will be located at the Webb City WWTP on the remediated areas west of the treatment lagoons. The test plots will be approximately 1 acre in size. In addition to evaluating different ratios of the components the pilot will also evaluate the optimum thickness of compost to support vegetation.

**TASK 2. Development of the Compliant Compost Material**

Initial development of the compost mix will be considered a pilot study because the outcome of the project has some uncertainties. The compost mix should be developed and used according to the ESD, which specifies that it is for repository caps, for repairing the run off and erosion on properties that have been remediated, and in accordance with the ESD which states that manufactured compost may be used “as necessary, in areas of mining waste excavation in accordance with the best professional judgment of the project manager.” ESD, Page 5 (2016) Webb City and the Department will design different recipes using different percentages of biosolids. Materials will be mixed to produce composts using the specified mixture rates. The composting material will be thoroughly tested to determine that the compost meets the requirements of 40 CFR § 503, as described in further detail below. Testing will include: 1) monitoring the internal temperature during composting to determine desired internal temperatures are reached to achieve pathogen and vector reduction goals, 2) analyzing metals concentrations of finished compost to determine that the material does not exceed ceiling concentrations, and 3) analyzing nutrient concentrations and agronomic properties of finished concentrations for help in determining appropriate land application rates.

For almost 2 years, Webb City and the Department had been conducting a pilot study using approximately 48 test sites of various compost mixtures to establish the best mixture of components for optimum plant growth on the remediated mining land. We have determined that the compost mix will consist of equal parts of manure and carbon source (wood chips) with approximately 25% of biosolids added. All compost material will be rigorously tested to ensure all product will meet the federal regulations for biosolids land application, 40 CFR Part 503. Once the acquisition of needed equipment is complete, Webb City will initially begin producing compost at a rate of approximately
10,000 tons, or 12,000 cubic yards per year. At full capacity, Webb City is expected to produce between 50,000 and 60,000 cubic yards of compost per year. All compost material will be rigorously tested to ensure all product complies with the CWA regulations at 40 CFR 503, which specifies the requirements for land application of biosolids. See link to 40 CFR 503 . Webb City will coordinate with, John Dunn (or his successor) in the EPA Biosolids Program, to ensure compliance with these CWA regulations.

The Part 503 rules do not allow for an "equivalent" finding for Vector Reduction. Webb City can document compliance with vector attraction reduction by showing a 38% Volatile Suspended Solids (VSS) reduction as detailed in 40 CFR § 503.33(b)(1). The City will monitor VSS in the untreated sludge pumped to the lagoons, and the VSS of composite samples in each of the two lagoons.

Metals Content and Management
The Part 503 rules require tracking of metals loading to land if the sludge content of metals exceed the values in Table 3 of § 503.13. If the value of any metal exceeds the Ceiling Concentrations of Table 1 of § 503.13, then the sludge cannot be applied to land. For sludge with metals levels that must be tracked, there are Cumulative Pollutant Loading Rates set in Table 2 of § 503.13. Those values are shown below in Tables A and B.

Table A: Metals Content of Webb City Sludge

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>Approximate Sample Concentration (mg/kg Dry Weight) (1)</th>
<th>Low Metal Concentration (mg/kg Dry Weight) (2)</th>
<th>Ceiling Concentration (mg/kg Dry Weight) (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cadmium</td>
<td>100</td>
<td>39</td>
<td>85</td>
</tr>
<tr>
<td>Lead</td>
<td>400</td>
<td>300</td>
<td>840</td>
</tr>
<tr>
<td>Zinc</td>
<td>10,000</td>
<td>2,800</td>
<td>7,500</td>
</tr>
</tbody>
</table>

(1) Last monitoring was done in 2010, so values are rounded and expressed as an estimate: new monitoring is needed.
(2) From Table 3 of § 503.13.
(3) From Table 1 of § 503.13.

To meet the Ceiling Concentrations required in Part 503, the metals content of the finished compost/soil mix must be below the values of Table 1 of § 503.13. This will be met by representative monitoring of the final mixture.

Table B: Cumulative Pollutant Load Rate

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>Cumulative Pollutant Loading Rate (kg/hectare) (1)</th>
<th>Cumulative Pollutant Loading Rate (#/acre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cadmium</td>
<td>39</td>
<td>35</td>
</tr>
<tr>
<td>Lead</td>
<td>300</td>
<td>267</td>
</tr>
<tr>
<td>Zinc</td>
<td>2800</td>
<td>2492</td>
</tr>
</tbody>
</table>

(1) From Table 2 of § 503.13
Addition of Cadmium, Lead, or Zinc in the compost/soil mixture shall not exceed the values of Table 2 of § 503.13. This will be met by representative monitoring of the final mixture and records of the dry tonnage loading of the compost/soil mixture to land. This information will be used to calculate cumulative loading.

**Other Requirements**
Webb City will follow the General Requirements (§ 503.12), the Management Requirements (§ 503.14), Frequency of Monitoring of (§ 503.16), Record Keeping (§ 503.17), and Reporting (§ 503.18). Other record keeping may be needed as part of the remedial action.

**TASK 3. Implementation of Field Trial Pilot Study**
Webb City and the Department will evaluate the performance of different compost mixtures and application rates, in terms of supporting sufficient vegetative growth and cover, by monitoring the test plots established under Task 1, Activity 3, above. The plots will be evaluated to determine the optimal mixes and application rates for establishing healthy vegetation. Different parts of the plots will be seeded with a native warm season grass mixture and with a cool season pasture seed mixture. Exact application rates and compost mixtures evaluated will be determined based on the results of testing performed under Task 2, above.

*Task 3 will not be conducted under this Cooperative Agreement but included as part of the overall the project narrative of the Webb City Composting Pilot Project. The timeframe for completion falls outside the effective period of this work plan. Technical details and budget for Task 3 will be specified in a future Cooperative Agreement Work Plan.*

**TASK 4. Coordination, Communication, Evaluation and Reporting**

**Activity 1: Coordination and Communication:** Hold monthly coordination calls between EPA, the Department, and Webb City. Webb City and the Department will coordinate sampling efforts and pilot study planning as necessary.

Conduct tests of leaching of metals, documents problems encountered during compost production, - equipment malfunction, drought, performance of the clay pad vs. asphalt or concrete to be used in full scale production, etc.

**Activity 2: Evaluation of the Volume Production Capability and Agronomic Viability of Webb City Composting Pilot Project Composting Material**

At the end of the pilot project period the Department will submit a report documenting whether or not the pilot was successful. This report will include, but is not limited to, the following which will be considered measurements of success for this pilot project 1) whether or not the composting process is capable of producing compost that meets the federal biosolids program requirements for biological agents and metals 2) can compost be produced in large enough volume to meet the reclamation rates of application needed
at the Superfund project (Orono-Duenweg OU1), 3) the compost produced is of agronomic quality to create soil-like cover that will sustain vegetation and minimize the migration of any residual contamination.

**WORKPLAN ACTIVITIES and TIME FRAME FOR ACCOMPLISHMENT (COMMITMENTS)** See Table Below

**RESULTS OF ACTIVITIES (OUTPUTS)** See Table Below

**PROJECTED ENVIRONMENTAL IMPROVEMENT (OUTCOMES)** See Table Below

**BASELINE FOR MEASUREMENT**

<table>
<thead>
<tr>
<th>Site Activities (Commitments)</th>
<th>Target Date</th>
<th>Time Frame for Accomplishments (Milestones)</th>
<th>Results of Activities (Outputs)</th>
<th>Projected Environmental Improvement of Activities (Outcomes)</th>
<th>Established Baseline for Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1: Implementation of Composting Facility</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity 1</td>
<td>10/31/18</td>
<td>7/1/18</td>
<td>Organic feedstock materials will be stockpiled at the composting facility.</td>
<td>Ensure access to raw materials for compost.</td>
<td>Facility currently does not have enough material to produce large quantities of compost.</td>
</tr>
<tr>
<td>Activity 2</td>
<td>10/31/18</td>
<td>7/1/18</td>
<td>Webb City will lease the equipment needed for composting operation.</td>
<td>Build capability to produce large quantities of compost.</td>
<td>Facility currently does not have composting capability.</td>
</tr>
<tr>
<td>Activity 3</td>
<td>10/31/18</td>
<td>Compost pad: 7/1/18</td>
<td>Webb City will prepare a compacted pad for compost facility, and establish pilot study land application area.</td>
<td>Provide areas for proper containment and testing of compost material.</td>
<td>Compost pad and pilot study locations are not currently established.</td>
</tr>
<tr>
<td><strong>Task 2: Development of the Compliant Compost Material</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity 1</td>
<td>10/31/18</td>
<td>10/31/18</td>
<td>Webb City will produce organic compost compliant with Part 503 regulations. Webb City and the Department will conduct any texts necessary to determine that the compost will provide an alternative material to topsoil for capping remediated areas...</td>
<td></td>
<td>Currently, there is no feasible alternative material to topsoil.</td>
</tr>
<tr>
<td>Task 3: Implementation of Field Trial Pilot Study*</td>
<td>Activity 1</td>
<td>10/31/20</td>
<td>10/31/20</td>
<td>Webb City and the Department will evaluate compost performance in supporting vegetation using test plots and develop land use recommendations.</td>
<td>Preferred compost mixture and application rates will be selected.</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>------------</td>
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<td>-----------</td>
<td>--------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------</td>
</tr>
<tr>
<td>Task 4: Coordination, Communication and Reporting</td>
<td>Activity 1</td>
<td>10/31/20</td>
<td>Monthly</td>
<td>Monthly coordination calls between the Department, EPA, and Webb City.</td>
<td>Development of compost will progress quickly and problems will be dealt with as they arise.</td>
</tr>
<tr>
<td></td>
<td>Activity 2</td>
<td>Complete by 10/31/18</td>
<td>10/31/18</td>
<td>Final report of compost production and application feasibility.</td>
<td>Reporting of project results will guide successful land application efforts.</td>
</tr>
</tbody>
</table>

*Task 3 will not be conducted under this Cooperative Agreement but included as part of the overall the project narrative of the Webb City Composting Pilot Project. The timeframe for completion falls outside the effective period of this work plan.

**QUALITY ASSURANCE**

Will environmental data be collected under this agreement? Yes _X_ No __

Does the *Department* have an approved Quality Management Plan? Yes _X_ No ___
$744,775 - Funding as State Match under this Amendment to V97733801

<table>
<thead>
<tr>
<th></th>
<th>Previous CA Total (USD)</th>
<th>New Amended CA Total (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fringe Benefits</td>
<td>$94,877</td>
<td>$94,877</td>
</tr>
<tr>
<td>Travel</td>
<td>$43,079</td>
<td>$45,079</td>
</tr>
<tr>
<td>Supplies</td>
<td>$3,600</td>
<td>$3,600</td>
</tr>
<tr>
<td>Other</td>
<td>$5,600</td>
<td>$5,600</td>
</tr>
<tr>
<td>Indirect</td>
<td>$101,597</td>
<td>$102,192</td>
</tr>
<tr>
<td>Total</td>
<td>$3,568,820</td>
<td>$4,313,595</td>
</tr>
</tbody>
</table>

Budget Narrative for this amendment request:

Personnel: $0

Fringe Benefits: $0

Travel: $2,000
The Department anticipates travel expenses to conduct site visits, and sampling events and/or coordinate duties associated with activities outlined in this workplan. Cost may include but not be limited to lodging, mileage, and meals.

Equipment: $0

Supplies: $0
PSD Contractual: $742,180
Funding for this budget category includes the estimated $1,182,937 to fund a composting facility in Webb City to generate organic material to be used as a soil cap on remedial areas within OU1. A total balance of $442,907 in this budget category remains in the existing Oronogo-Duenweg CA so the Department only needs to increase this budget category by **$742,180** for the Webb City Composting Pilot Project to equal the total amount of $1,182,937 which is anticipated to be provided to Webb City to lease equipment needed for the production of compost.

Other: $0

Indirect: $595
The Indirect rate for the department for FY2018 is 29.75 percent. For the purposes of establishing the budget for this application, the indirect rate of 29.75 percent is used. Indirect is not calculated on the PSD Contractual that is used for the PSD Contractual portion of expenditures.

Programmatic Terms and Conditions to be added to the award of this amendment are as follows:

- EPA is under no obligation to use compost material generated as part of this pilot project. If the pilot project produces one or more mixes that are not appropriate for use, EPA is not responsible for disposal or other management of the resulting waste.
- Compliance with CWA Federal Biosolids Program, 40 CFR Part 503, requirements (stated throughout this Work Plan attachment)