

CITY OF WEBB CITY, MISSOURI
CITY COUNCIL MEETING
Tentative AGENDA
Monday, February 27, 2023
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INVOCATION
PLEDGE

Chris Jackson Pastor of the United Methodist Church

OPENING OF MEETING

- Roll Call
- Mayor’s Statement
- Public Comments

ADMINISTRATOR’S REPORT

Administrator Report

INFORMATION ONLY

Draft Minutes Planning and Zoning 2-20-2023

CONSENT AGENDA

- 1. Council Minutes-February 13, 2023
- 2. P&Z Minutes-January 16, 2023
- 3. Sales/Use Tax
- 4. PD Reports
- 5. Treasurer’s Report

ORDINANCES

- Council Bill No. 23-005 Amending 260.020 Stormwater Regulations (1st)
- Council Bill No. 23-006 Enacting 255.080 and 255.090 Stormwater Regulations (1st)
- Council Bill No. 23-007 Webb City Sidewalk Agreement with MoDot agrees to fund 75%/25% (1st)
- Council Bill No. 23-008 Authorize the Mayor to sign agreement for TAP Project -9901(844) (1st)
- Council Bill No. 23-009 Rezone from C-2 to R-3 at 501 N. Main (Philip Powell) (1st)

MOTIONS

Street- Purchase of a replacement Backhoe for Street Dept. (Motion to approve and vote)

COMMITTEE REPORT

- 1. Financial Oversight
 - A. Statement of Accounts, February 27, 2023 Action & Authorization
- 2. Committee of the Whole
 - Next Council Meeting March 13, 2023

CLOSED SESSION

RSMO: 610.021 Subsection (1) Legal

ADJOURN

Administrator's Report 02/27/23



This picture shows the current planned locations for the nine disc golf fairways. We plan to install all 18 baskets and utilize different tee locations for each fairway. The plan is to monitor use over the next summer and make changes accordingly once we have a better idea of need.

Since the media coverage regarding our **Memorial Park Bench program** occurred after the last meeting we have had several new requests. We will be working with the residents as best we can and schedule the additional installs as time allows within our work schedule.

Public Works staff will be assisting the Parks Department with some last minute dirt work and spreading and then we will be working to get the fence around the new 8U soccer field that has lights. So far **spring signups for soccer are going very well.** We continue to see growth in this program. Staff have been working on a plan to bring lights to the main soccer fields. We hope to have details ready to present to council soon.

The Girls Little League has agreed to split the cost of the new back stops for all softball fields. Parks Department staff have placed the order and we will be looking forward to having them ready by the time play begins this spring. The Boys Major LL field has been cut and sodded to help with the condition of the field. Some excess sod that was not used on the field has been placed at Stadium View Park to help with the approach to the new play area. The Fire Department has really helped out by continuing to keep the new sod watered.

Waste water crews have been working to repair that **collapsed line near 1st and Oronogo.** Rain has delayed them but we hope to start back soon. In the interim work is continuing to finish the Redbird lift station repairs by fixing the approach and grounds. The lift station at the Mining Days building will be the next project to be undertaken.

Previous Meetings

The city has purchased back the 5 acre parcel from the original developer who had failed to build as planned on the north side of the tracks east of East Street within the Centennial Retail District. The property is located between the Mattress Factory and Washe Laundromat.

Parks Department and Public Works are planning to begin work soon on **the new parking lot to be located to the East of the Current soccer fields**. Access to this parking area will be from Dawson Drive between Robert J. Baker and Hall Street.

Public Works Water Department will be conducting some vendor inquiries regarding the **planned revamp of the water well located at the main tower sight**. This tower has been out of service nearly since it was built due to what is believed to be a bent casing. We hope to be able to bring this well back on line in FY 22/23.

Cardinal Towers has been the recipient of several citizen complaints over the past many months. We have been working with local management to make improvements but are now reaching out to the owners of the property in hopes to quell some of the complaints. One of the complaints was that the smoke detection system was not functioning. The FD inspected the building and found no problem with the detection system and we have asked residents to contact us if they have issues within their private residences.

The contract and agreements were all finalized last week with MODOT and Anderson Engineering to begin the Traffic analysis plan on the streets for future needs. They will be focusing on the north side of 171 this year and we should have data available by the end of May that will aid in our FY22/23 paving schedule.

Waste Water crews are busy finishing the rebuild of the Walnut Ridge Lift Station. This station seems to be one that has seen the most abuse from the allegedly disposable wipes. We have tried to get the word out that these wipes could someday cause a sanitary sewer back up that we are trying to avoid.

2022 was not a good year regarding our Workers Compensation modification rating. City staff have met with our insurance carrier and it is anticipated we could see a 20% plus increase in our WC rates this year. Risk specialists from our carrier will be meeting in coming weeks with members of the City Employee Safety Committee to discuss any needs or policy changes needed that could help reduce employee related injuries.

Staff have placed the 3% increase in retail sales tax for marijuana ballot question on the upcoming council agenda. This would only apply to recreational sales of the product should a dispensary be built within the city and only after a majority of voters approve it in the April Ballot. Has no effect if the Council should decide to put the ban on the 2024 Presidential election as the amendment requires.

The idea of placing a **sunshade of some type over the Amphitheater** is still being discussed. We have some ideas that would include a vinyl material covering that would be retractable when not in use. This would significantly extend the life of the material. We hope to have something to present to council in the next month for their consideration.

Staff were notified that **MODOT has approved our application for sidewalk improvements along the east side of East Street from MO171 to Daugherty** and some along Daugherty.

Our engineer reports that **geotechnical field work was completed on 11/1/2022 in reference to the proposed storm water retention project** along Mo 171 at Powell Drive. Lab testing begins 11/2/2022. Rain delayed start of Geotech field work, but will not impact overall project schedule. Survey set to begin in mid-November. **(update, field work complete and design work begins Jan 9th)**

City staff have been busy working on a new web site. The current site has had some issues and made it very difficult to make changes. We are wanting to incorporate some additional features such as online bill pay and permit applications. It will still be located at the same domain of www.webbcitymo.org and we hope to announce the unveiling very soon.

Carl Francis
City Administrator

2023 Dates to remember upcoming;

Tuesday, March 14 – Business After Hours @ Just A Taste, 5:30 p.m.

Friday, March 31 – Fifth Friday Coffee @ WC CARES Building, 7:30 a.m.

Friday, March 31 & Saturday, April 1 – Spring Shop Hop

Saturday, April 1 – Easter Egg Hunt @ King Jack Park, hunts start at 1 p.m. (rain date Saturday, April 8)

Thursday, May 4 – Downtown After Dark, 4:30 – 7:30 p.m.

May 4, 5 & 6 – Citywide Garage Sale weekend

May – Citywide clean-up, TBA

Saturday, May 13 – Route 66 Cruise Night 5 – 8 p.m.

Friday, May 26 – Splash Pad Opens

Thursday, June 1 – Downtown After Dark, 4:30 – 7:30 p.m.

Saturday, June 10 – Route 66 Cruise Night, 5 – 8 p.m.

Friday & Saturday July 14 & 15 – Route 66 Cruise-A-Palooza @ King Jack Park

Thursday, August 3 – Downtown After Dark, 4:30 – 7:30 p.m.

Saturday, August 12 – Route 66 Cruise Night, 5 – 8 p.m.

Tuesday, September 7 – Downtown After Dark

Saturday, September 9 – Route 66 Cruise Night

Thursday, October 5 – Downtown After Dark

October TBA – Badges & Burgers

October TBA – WC Chamber of Commerce Banquet

Friday, November 3 & Saturday, November 4 – WC Holiday Merry Market (VIP Passes go on sale Tuesday, October 3)

Saturday, November 4 – Polar Bear Express Tickets go on sale online, 9 a.m.

Friday, November 24 – “Bright Friday,” Park Lighting Ceremony @ King Jack Park, sundown

November 30, December 1, 2, 5, 7, 8, 9, 14, 15, 16 – Polar Bear Express

Monday, December 11 – Employee/Sponsor Night @ Polar Bear Express

Wednesday, December 13 – Christmas Parade, 6:30 p.m.

All staff & Council Members invited to ride in the Old Urban Street Trolley

Planning and Zoning Commission
Meeting Minutes February 20, 2023

P & Z Meeting:

The Planning and Zoning Commission met on Monday February 20, 2023, at 5:45 p.m. in Council Chambers located at 200 South Main, Webb City, Missouri.

ROLL CALL:

The following members answered roll call:

P Rick Utter	A Chris Taylor
P Melissa Annis	P Clarence Greeno
P Mike Moore	
P Kelly Braeckel	

Members Absent:

A Ryan Evitts

There being 7 members present and 6 members representing a quorum. Chair Utter declared this session officially opened. The following members were absent David Moore and Debi Greek.

Also present were:

P BUILDING INSPECTOR Eddie Kriegbaum

P City Attorney Troy Salchow

P City Administrator Carl Francis

MINUTE APPROVAL:

Mr. Utter called the meeting to order and asked if there were any corrections or additions to the meeting minutes from the meeting of January 19, 2023. There were none. Melissa Annis made motion to approve the minutes as written. Mike Moore seconded. All were in favor, and none opposed. Motion carried.

NEW BUSINESS: None

PUBLIC HEARING:

Rezoning request change from C-2, commercial to R-3, multi-family.

Applicant: Phillip Alan and Leslie Hope Powell Trust

Mr. Powell was present and spoke in favor of his request. Mr. Powell stated his design plans consisted of a three story six -plex structure (2 apartments on each floor) parking for 18 spots with being ADA compliant.

No one was present to speak in opposition of request.

Chair Utter entertained a motion. Clarence Greeno made motion to approve request as presented. Melissa Annis seconded. all were in favor, and none opposed. Motion carried.

Chari Utter adjourned the meeting at 5:50 pm.

Chairman Planning and Zoning Commission

Date

**CITY OF WEBB CITY, MISSOURI
COUNCIL MEETING MINUTES
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INVOCATION	Webb City Resident Russell Coleman gave the invocation
PLEDGE TO FLAG	The Council remained standing for the Pledge of Allegiance.
COUNCIL MEETING	The City Council of Webb City, Missouri met in regular session Monday, February 13, 2023 at 5:30 p.m. in Council Chambers. Mayor Pro Tem Jerry Fisher presided.
ROLL CALL	The following members answered roll call: Andy Queen, Jonathan Shull, Debbie Darby, Ray Edwards, Alisa Barroeta, Jerry Fisher, and Jim Dawson. Absent: Mayor Lynn Ragsdale and Gina Monson. There being seven members present and seven members representing a quorum. Mayor Pro Tem Jerry Fisher declared this session of council officially opened. Also present were: City Administrator Carl Francis, City Attorney Troy Salchow, City Clerk Kimberley DeMoss, Finance Director Tracy Craig, Police Chief Don Melton, Waste Water Director William Runkle, Parks Director Bryan Waggoner and Economic Development Coordinator Erin Turner. Absent: Fire Chief Andy Roughton and Street & Water Director Rick Roth.
MAYOR STATEMENT	NONE
VISITORS	NONE
PRESENTATION	Mr. Daniel Johnson the Public Works Director for the City of Joplin presented a plan to the Webb City Council regarding the widening of Zora Street and the phases involved to complete the project. After Mr. Johnson spoke, Mr. Tony Robyn the Assistant City Manager of Joplin stated if Webb City would consider a cost shared arrangement to the Zora Street project the City of Joplin would entertain any amount Webb City would like to offer.
ADMINISTRATOR	Administrators Report for February 13, 2023 was available for the Council to review. City Administrator Carl Francis stated that Webb City was approved for the MoDot Tap project to build sidewalks on East and West side of East Street to Daugherty Street. This is an 80/20 cost share.
APPOINTMENTS	Mayor Pro Tem Jerry Fisher presented the name of Hilary McCaw to the council for an appointment as a member of the Library Board fulfilling Edy Newby's term of May 2025. Councilwoman Darby moved to approve the appointment. Councilman Shull seconded. The motion carried with six yes votes.

CITY OF WEBB CITY, MISSOURI
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CONSENT AGENDA

Mayor Pro Tem Jerry Fisher entertained a motion to accept the Consent Agenda items for February 13, 2023. Councilwoman Barroeta made the motion. Councilman Shull seconded. The motion carried with six yes votes.

1. Council Minutes-January 23, 2023

**COUNCIL BILL
NO. 23-004**

An Ordinance amending the Zoning Map for the City of Webb City, Missouri, by reclassifying certain areas within the City limits from R-1 Residential District to C-2 General Commercial District (Apple HealthCare 28 S. Webb)

Mayor Pro Tem Jerry Fisher presented Council Bill No. 23-004 for the second and final reading. Second and final reading completed. Councilman Shull moved to accept the second and final reading of Council Bill No. 23-004. Councilwoman Darby seconded. The motion carried with a roll call vote. Yes: Queen, Shull, Darby, Edwards, Barroeta, and Dawson. Thereby duly giving Council Bill No. 23-004, Ordinance No. 23-008

MOTIONS

Parks-Purchase 18 disc golf baskets for a new disc golf course located at the SW End of King Jack Park

Councilwoman Barroeta made a motion to authorize the Parks Department to purchase 18 disc golf baskets from Innova Disc Golf in the amount of \$7,433.00 for a new disc golf course located at the SW end of King Jack Park. Councilman Shull seconded. The motion carried with six yes votes.

Parks-Purchase 3 zero turn lawnmowers

Councilman Shull made a motion to authorize the Parks Department to purchase 3 zero turn lawnmowers from Kubota in the amount of \$37,000.00. Kubota is not the cheapest of the 3 option but the mowers are available in a few months and the Parks Department have used Kubota for the last 10 years. Councilman Queen seconded. The motion carried with six yes votes.

CITY OF WEBB CITY,
MISSOURI COUNCIL MEETING
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**FINANCIAL
OVERSIGHT**

Mayor Pro Tem Jerry Fisher entertained a motion to accept the Statement of Accounts dated February 13, 2023. Councilman Shull moved to accept the Statement of Accounts for February 13, 2023. Councilman Queen seconded. The motion carried with six yes votes.

Statement of Accounts is as follows:

City Electronically	710-739	91,309.91
City Fund	39523-39675	302,201.19
Habitat Electronically	187-189	758.61
Habitat Fund	876-877	254.72
Debt Fund	7	8.09
Debt Electronically	142-143	385,408.75
Water Fund	5959	<u>4,605.00</u>
Grand Total		\$784,546.27

**COMMITTEE OF
THE WHOLE**

Mayor Pro Tem Jerry Fisher set the next Council Meeting for Monday, February 27, 2023 at 5:30 p.m. in the Council Chambers.

ADJOURN

Mayor Pro Tem Jerry Fisher adjourn the council meeting after closed session at 6:07 p.m.

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

Kimberley E. DeMoss, City Clerk

Planning and Zoning Commission

Meeting Minutes

January 16, 2023

P & Z Meeting:

The Planning and Zoning Commission met on Monday January 16, 2023, at 5:45 p.m. in Council Chambers located at 200 South Main, Webb City, Missouri.

ROLL CALL:

The following members answered roll call:

P Rick Utter

P Ryan Evitts

P Mike Moore

P Clarence Greeno

P Kelly Braeckel

P Melissa Annis

P Chris Taylor

There being 7 members present and 7 members representing a quorum. Chairman Rick Utter declared the public hearing session officially opened.

City staff present:

P City Attorney Troy Salchow

P City Administrator Carl Francis

P Permits Clerk Tina Knight

MINUTE APPROVAL:

Chair Utter called the meeting to order and asked if there were any corrections or additions to the meeting minutes from the previous session. Mr. Greeno made corrections to clerical errors and misspellings.

Mr. Taylor made a motion to approve the amended minutes with the corrections. Melissa Annis seconded. All were in favor, and none opposed. Motion passed.

PUBLIC HEARING:

First item on agenda: Applicant is Amiel Overman, 831 Rustic Road, Joplin, MO 64804, requesting rezone change to C-2 commercial. Katt Karr was present to speak on Mr. Overman's behalf. The property at issue consists of approximately 13 acres located directly east of the Sleep Inn Hotel, and west of railroad tracks.

With all the surrounding properties already zoned commercial, Carl Francis, city manager said this was a win for the city.

No one was present to speak in opposition to the request. Mr. Utter entertained a motion.

Mike Moore made a motion to approve the rezone request as presented. Melissa Annis seconded.

All were in favor, and none opposed. Motion passed unanimously.

Second public hearing: Paul Taylor (Apple Healthcare) is requesting a zoning change from R-1, single-family to C-2, commercial, located at 28 South Webb. Mr. Taylor was present to speak in favor of the request. He stated that the property was approved for a special use permit in the previous two sessions to operate as an outdoor wedding venue. Mr. Taylor added that he wanted to do more events for other occasions rather than only weddings or maybe short-term rental(s).

No one was present to speak in opposition to his request.

Mr. Utter entertained a motion. Mr. Braeckel made motion to approve the request as presented. Ryan Evitts seconded. All were in favor, and none opposed. Motion passed.

Third applicant presented an appeal of a prior denial of her request for administrative approval of short-term rental in her home. Cassa O'Cull, 1811 Boyer Place, and her husband were both present to speak in favor of the request. Also present were neighbors that abutted their property:

Paige, Diana & Ty, 1799 Boyer Place

Williams, Kerri & Ryan, 1787 Boyer Place
Tanner, Hannah & William, 1798 Boyer Place

Mrs. O’Cull said the Jackson family at 1798 Boyer Place were in favor but unable to attend. Mrs. O’Cull clarified that the home was occupied twenty-four seven because her husband works from home. She stated that the garage was attached to the house. She also stated that a kitchen and bath were added to accommodate visiting family members. She estimates the total square footage to be approximately 300 square feet.

James Tichenor, 1834 Boyer Place, was present to speak in opposition. He said that the Boyer Addition was a residential district and he wanted it to stay that way. He also included the fact that covenants and restrictions prevented commercial activity. City attorney, Mr. Salchow, made a comment that the HOA (homeowners association) of Boyer Addition would be the one to enforce restrictions and covenants, not the city.

Mr. Utter asked for recommendation or statement. Mr. Greeno made a motion to uphold the administrative denial and deny the appeal. Ryan Evitts seconded. Motion denied unanimously.

No new or other Business: None

Mr. Utter adjourned the meeting at 6:46 pm.

Rich Utter

Planning and Zoning Chair

2-20-23

Date

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

Fiscal Year 2021 - 2022			Fiscal Year 2022 - 2023 (Current Year)		FY 2022 - 2023 as Compared to FY 2021 - 2022			
	Monthly Receipts	YTD Receipts	Monthly Receipts	YTD Receipts	Receipts (+/-)	Running Total	Monthly %	YTD
November	167,924.53	167,924.53	161,871.19	161,871.19	-6,053.34	-6,053.34	-3.60%	-3.60%
December	193,298.20	361,222.73	207,568.15	369,439.34	14,269.95	8,216.61	7.38%	2.27%
January	196,449.02	557,671.75	196,692.30	566,131.64	243.28	8,459.89	0.12%	1.52%
February	198,301.78	755,973.53	205,388.91	771,520.55	7,087.13	15,547.02	3.57%	2.06%
March	163,082.88	919,056.41						
April	241,329.61	1,160,386.02						
May	187,645.18	1,348,031.20						
June	191,907.17	1,539,938.37						
July	202,375.71	1,742,314.08						
August	224,353.20	1,966,667.28						
September	222,834.47	2,189,501.75						
October	245,946.23	2,435,447.98						
Totals	2,435,447.98	2,435,447.98						
			771,520.55	771,520.55				

BUDGET 2,400,000

4 mos of budgeted sales tax = 799,680

28,159 = 1.17% under budget

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

Fiscal Year 2021 - 2022			Fiscal Year 2022 - 2023 (Current Year)		FY 2022 - 2023 as Compared to FY 2021 - 2022			
	Monthly Receipts	YTD Receipts	Monthly Receipts	YTD Receipts	Receipts (+/-)	Running Total	Monthly %	YTD
November	40,471.44	40,471.44	89,932.72	89,932.72	49,461.28	49,461.28	122.21%	122.21%
December	44,464.31	84,935.75	48,200.19	138,132.91	3,735.88	53,197.16	8.40%	62.63%
January	48,555.32	133,491.07	36,252.58	174,385.49	-12,302.74	40,894.42	-25.34%	30.63%
February	67,510.78	201,001.85	82,214.56	256,600.05	14,703.78	55,598.20	21.78%	27.66%
March	60,067.91	261,069.76						
April	46,403.78	307,473.54						
May	45,833.91	353,307.45						
June	46,932.93	400,240.38						
July	41,596.36	441,836.74						
August	87,709.75	529,546.49						
September	46,291.20	575,837.69						
October	37,635.51	613,473.20						
Totals	613,473.20	613,473.20	256,600.05	256,600.05				

BUDGET 600,000
 4 mos of budgeted sales tax = 199,920
 56,680 = 9.45% over budget

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

Fiscal Year 2021 - 2022			Fiscal Year 2022 - 2023 (Current Year)		FY 2022 - 2023 as Compared to FY 2021 - 2022			
	Monthly Receipts	YTD Receipts	Monthly Receipts	YTD Receipts	Receipts (+/-)	Running Total	Monthly %	YTD
November	83,959.41	83,959.41	78,709.51	78,709.51	-5,249.90	-5,249.90	-6.25%	-6.25%
December	90,170.83	174,130.24	97,509.46	176,218.97	7,338.63	2,088.73	8.14%	1.20%
January	92,814.73	266,944.97	93,642.36	269,861.33	827.63	2,916.36	0.89%	1.09%
February	96,882.10	363,827.07	98,187.67	368,049.00	1,305.57	4,221.93	1.35%	1.16%
March	74,123.96	437,951.03						
April	107,057.32	545,008.35						
May	92,308.27	637,316.62						
June	91,957.91	729,274.53						
July	94,276.23	823,550.76						
August	102,123.21	925,673.97						
September	105,814.10	1,031,488.07						
October	106,954.35	1,138,442.42						
Totals	1,138,442.42	1,138,442.42						
			368,049.00	368,049.00				

BUDGET 1,200,000
 4 mos of budgeted sales tax = 400,000
 31,951 = 2.66% under budget

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

Fiscal Year 2021 - 2022			Fiscal Year 2022 - 2023 (Current Year)		FY 2022 - 2023 as Compared to FY 2021 - 2022			
	Monthly Receipts	YTD Receipts	Monthly Receipts	YTD Receipts	Receipts (+/-)	Running Total	Monthly %	YTD
November	83,959.39	83,959.39	78,709.59	78,709.59	-5,249.80	-5,249.80	-6.25%	-6.25%
December	90,170.84	174,130.23	97,509.49	176,219.08	7,338.65	2,088.85	8.14%	1.20%
January	92,814.73	266,944.96	93,642.39	269,861.47	827.66	2,916.51	0.89%	1.09%
February	96,882.04	363,827.00	98,187.82	368,049.29	1,305.78	4,222.29	1.35%	1.16%
March	74,123.94	437,950.94						
April	107,057.35	545,008.29						
May	92,308.24	637,316.53						
June	91,957.91	729,274.44						
July	94,276.18	823,550.62						
August	102,123.20	925,673.82						
September	105,814.07	1,031,487.89						
October	106,954.31	1,138,442.20						
Totals	1,138,442.20	1,138,442.20						
			368,049.29	368,049.29				

BUDGET 1,200,000
 4 mos of budgeted sales tax = 400,000
 31,951 = 2.66% under budget

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

Fiscal Year 2021 - 2022			Fiscal Year 2022 - 2023 (Current Year)		FY 2022 - 2023 as Compared to FY 2021 - 2022			
	Monthly Receipts	YTD Receipts	Monthly Receipts	YTD Receipts	Receipts (+/-)	Running Total	Monthly %	YTD
November	20,989.91	20,989.91	19,677.37	19,677.37	-1,312.54	-1,312.54	-6.25%	-6.25%
December	22,542.72	43,532.63	24,377.18	44,054.55	1,834.46	521.92	8.14%	1.20%
January	23,203.71	66,736.34	23,410.83	67,465.38	207.12	729.04	0.89%	1.09%
February	24,220.37	90,956.71	24,546.73	92,012.11	326.36	1,055.40	1.35%	1.16%
March	18,531.11	109,487.82						
April	26,764.36	136,252.18						
May	23,077.10	159,329.28						
June	22,989.48	182,318.76						
July	23,569.02	205,887.78						
August	25,531.02	231,418.80						
September	26,453.47	257,872.27						
October	26,738.69	284,610.96						
Totals	284,610.96	284,610.96						
			92,012.11	92,012.11				

BUDGET **286,650**
 4 mos of budgeted sales tax = 95,550
 3,538 = 1.23% under budget

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

Fiscal Year 2021 - 2022			Fiscal Year 2022 - 2023 (Current Year)		FY 2022 - 2023 as Compared to FY 2021 - 2022			
	Monthly Receipts	YTD Receipts	Monthly Receipts	YTD Receipts	Receipts (+/-)	Running Total	Monthly %	YTD
November	62,969.45	62,969.45	59,032.20	59,032.20	-3,937.25	-3,937.25	-6.25%	-6.25%
December	67,628.10	130,597.55	73,132.01	132,164.21	5,503.91	1,566.66	8.14%	1.20%
January	69,610.97	200,208.52	70,231.82	202,396.03	620.85	2,187.51	0.89%	1.09%
February	72,656.95	272,865.47	73,640.60	276,036.63	983.65	3,171.16	1.35%	1.16%
March	55,592.96	328,458.43						
April	80,293.07	408,751.50						
May	69,230.93	477,982.43						
June	68,968.43	546,950.86						
July	70,707.19	617,658.05						
August	76,592.46	694,250.51						
September	79,360.65	773,611.16						
October	80,216.07	853,827.23						
Totals	853,827.23	853,827.23						
			276,036.63	202,396.03				

BUDGET **859,950**
4 mos of budgeted sales tax = 286,650
10,613 = 1.23% under budget

Webb City Police Department

Departmental Statistics

2022	Calls for Service	Reports	Traffic Crashes	UCS	Arrest	Dispatch Contacts	Detective Investigations
January	964	184	21	192	92	1092	2
February	776	155	19	150	103	892	1
March	985	214	29	172	120	1123	7
April	987	239	36	175	169	1106	20
May	1,093	191	25	151	115	1241	8
June	1,038	180	16	76	91	1156	13
July	1,024	191	15	173	141	1155	9
August	1,103	226	31	195	180	1461	7
September	1,073	243	40	197	153	1330	9
October	1,071	220	30	173	156	1287	8
November	950	192	24	154	121	1189	6
December	912	179	22	133	136	1072	7
Totals	11,976	2,414	308	1,941	1,577	14,104	97

2023	Calls for Service	Reports	Traffic Crashes	UCS	Arrest	Dispatch Contacts	Detective Investigations
January	877	190	12	155	153	1084	9
February	-						
March	-						
April	-						
May	-						
June	-						
July	-						
August	-						
September	-						
October	-						
November	-						
December	-						
Totals	877	190	12	155	153	1,084	9

change from 2022 -87 6 -9 -37 61 -8 7

Average per Month	Calls for Service	Reports	Traffic Crashes	UCS	Arrest	Dispatch Contacts	Detective Investigations
2022	964.0	184.0	21.0	192.0	92.0	1,092.0	2.0
2023	877.0	190.0	12.0	155.0	153.0	1,084.0	9.0

change from same time period in 2022 -9.0% 3.26% -42.9% -19.3% 66.3% -0.7% 350.0%

(increase/decrease)

Webb City Police Department

Uniform Crime Statistics

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

2022	Homicide	Rape	Robbery	Assault	Burglary	Larceny	Veh. Theft	Total
January				4	1	21	3	29
February		1		2		8		11
March				7	1	13	1	22
April				15	3	17	2	37
May				14	2	14	1	31
June			1	16		19		36
July		1	1	15	3	21		41
August				11	5	23	2	41
September		1		11	6	33	1	52
October				7	4	27	2	40
November				11	1	25	1	38
December				10	5	47		62
Total	0	3	2	123	31	268	13	440

2023	Homicide	Rape	Robbery	Assault	Burglary	Larceny	Veh. Theft	Total
January		1		7	5	32	8	53
February								0
March								0
April								0
May								0
June								0
July								0
August								0
September								0
October								0
November								0
December								0
Total	0	1	0	7	5	32	8	53

change from 2022

0 1 0 3 4 11 5 24

Monthly Average	Homicide	Rape	Robbery	Assault	Burglary	Larceny	Veh. Theft	Total
2022	0.00	0.00	0.00	4.00	1.00	21.00	3.00	29.00
2023	0.00	1.00	0.00	7.00	5.00	32.00	8.00	53.00
percent +/-	0.0%	100.0%	0.0%	75.0%	400.0%	52.4%	166.7%	82.8%

Webb City Animal Control Monthly Humane Society Report

<u>DATE</u>	<u>BOOK #</u>	<u>ANIMAL #</u>	<u>SPECIES</u>	<u>BREED</u>	<u>DESCRIPTION</u>	<u>LOCATION FOUND</u>
1/3/2023	121852	148602	Dog	Lab	Brn	King Jack Park
1/7/2023	121854	148733	Cat	DSH	Blk/Wht	1802 S Oronogo
1/11/2023	121855	148913	Cat	DMH	Orange/Tabby	Zora/Myrtle
1/13/2023	121858	148985	Dog	Australian Cattle Dog	Blk/Wht	1953 Homestead
1/14/2023	121860	149007	Dog	Pit Bull	Blk/Wht	524 N Walker
1/14/2023	121859	149000	Cat	DLH	Blk/Wht	701 N Ball
1/14/2023	121859	148999	Cat	DLH	Blk/Wht	701 N Ball
1/16/2023	121861	149026	Dog	Pit Bull	Brindle	709 W 7th
1/19/2023	121863	149186	Dog	Pit Bull	Brn	OS to ACO
1/21/2023	121864	149269	Dog	Shepherd	Brn/Blk	Main/Church
1/24/2023	121865	149328	Dog	Pit Bull	Tan/Wht	Jefferson/Broadway
1/24/2023	121866	149336	Cat	DMH	Brn/Blk	WC Health/Rehab
1/27/2023	121867	149406	Cat	DSH	Wht/Gry	900 N Walker St
1/28/2023	121868	149412	Dog	Husky	Blk/Wht	TOM / AYLER
1/28/2023	121868	149411	Dog	Pit Bull	Blk/Wht	TOM / AYLER
1/29/2023	121870	149447	Dog	German Shep	Brn/Blk	OS to ACO
1/29/2023	121869	149446	Dog	Australian Shep	Merle	Main/Church

CITY OF WEBB CITY

Treasury Report
For January 2023

Compiled by: Lisa Gipson

Cash Balance Monthly Activities	General Fund	Bond Fund	Police Evidence	Public Works Fund	Library Fund	Parks Fund	Storm/Park Fund
Beginning Balance	1,919,684.28	15,322.59	39,343.44	786,674.16	21,822.51	72,711.76	292,183.24
Receipts	861,805.36	5,646.45	30.07	148,890.70	283,414.40	132,724.52	93,642.39
Disbursements	486,540.85	4,970.00	0.00	134,790.45	283,414.41	52,498.35	0.00
Ending Balance	2,294,948.79	15,999.04	39,373.51	800,774.41	21,822.50	152,937.93	385,825.63

	Health Fund	Claims Fund	Habitat Fund	Debt Service	Capital Improvement Fund	HUD Fund	ARPA Funds
Beginning Balance	(50,417.77)	47,024.06	(33.11)	37,512.75	1,432,348.26	14,820.95	2,435,564.32
Receipts	191,755.66	189,774.44	23,515.35	385,446.93	93,642.65	0.00	1,859.32
Disbursements	189,724.79	326,606.57	7,257.91	8.09	385,408.75	0.00	26,602.92
Ending Balance	(48,386.90)	(89,808.07)	16,224.33	422,951.59	1,140,582.16	14,820.95	2,410,820.72

	Total Governmental Funds	O&M Sewer Fund	Solid Waste Fund	Water Fund	Meter Fund	Total Enterprise Funds	Total All Funds
Beginning Balance	7,064,561.44	2,657,451.69	163,687.59	1,880,303.62	433,440.67	5,134,883.57	12,199,445.01
Receipts	2,412,148.24	174,830.61	49,721.87	152,461.97	5,300.90	382,315.35	2,794,463.59
Disbursements	1,897,823.09	471,092.62	49,171.27	110,910.34	4,472.50	635,646.73	2,533,469.82
Ending Balance	7,578,886.59	2,361,189.68	164,238.19	1,921,855.25	434,269.07	4,881,552.19	12,460,438.78

The Claims Fund includes \$ 136,729.97 of claim expenses that will not be released for payment until the stop/loss check comes in.
This account is not overdrawn at the bank.

AN ORDINANCE AMENDING SECTION 260.020 OF THE WEBB CITY CODE REGARDING POST-CONSTRUCTION STORMWATER RUNOFF CONTROL REGULATIONS.

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

SECTION 1. That Section 260.020 of the Webb City Code is hereby amended to read as follows:

A. All BMPs designed to meet the requirements of this Ordinance shall reference the appropriate technical standards, specifications and guidance as follows:

1. Webb City Erosion Prevention and Sediment Control Guidelines;
2. National Menu of Stormwater Best Management Practices;
3. Greene County Design Standards Section 115 Water Quality Protection which are incorporated by reference as though fully set forth herein;
4. Any other alternative methodology approved by the City, which is demonstrated to be effective.

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

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

_____ day of _____, 2023.

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

Kimberley E. DeMoss, City Clerk

AN ORDINANCE ENACTING SECTION 255.080 AND SECTION 255.090 OF THE WEBB CITY CODE REGARDING CONSTRUCTION SITE STORMWATER MANAGEMENT REGULATIONS.

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

SECTION 1. That Section 255.080 of the Webb City Code is hereby enacted as follows:

SECTION 255.080 FAILURE TO COMPLY.

A. ENFORCEMENT OF THIS CHAPTER SHALL BE THE RESPONSIBILITY OF THE DIRECTOR OF PUBLIC WORKS OR HIS REPRESENTATIVE.

B. THE PARTY OR PARTIES RESPONSIBLE AND LIABLE FOR ACTIONS OR NON-ACTION IN REGARD TO THIS CHAPTER, INCLUDING RESPONSIBILITY FOR ABATING VIOLATIONS OF THIS CHAPTER, SHALL BE THE PROPERTY OWNER OR PERSON(S) AUTHORIZED TO ACT ON THE PROPERTY OWNER'S BEHALF; OR ANY PERSON ALLOWING, CAUSING OR CONTRIBUTING TO A VIOLATION OF THIS CHAPTER.

C. IF AN INVESTIGATION OR INSPECTION RESULTS IN A FINDING OF NON-COMPLIANCE WITH THIS CHAPTER, THE DIRECTOR IS AUTHORIZED TO ISSUE A NOTICE OF VIOLATION (NOV) THAT MAY, AT THE DISCRETION OF THE DIRECTOR, INCLUDE A STOP WORK ORDER OR A CITATION.

1. THE NOV SHALL SPECIFY THE DEFICIENCIES, WHAT CORRECTIVE ACTION IS NECESSARY, AND A SPECIFIC TIME FRAME IN WHICH THE RESPONSIBLE PARTY IS TO ACHIEVE COMPLIANCE. THE WRITTEN NOV, INCLUDING A STOP WORK ORDER OR CITATION AS APPLICABLE, SHALL BE MAILED, POSTAGE PREPAID, OR HAND-DELIVERED TO BOTH THE PERMITTEE AND OWNER.

2. FAILURE TO COMPLY WITH A NOTICE FROM THE DIRECTOR SHALL RESULT IN THE ISSUANCE OF A STOP WORK ORDER OR CITATION.

A. ISSUANCE OF A STOP WORK ORDER SHALL RESULT IN A SUSPENSION OF ALL CONSTRUCTION ACTIVITY ON THE SITE, EXCEPT FOR WORK RELATED TO REMEDIATION OF THE VIOLATION, UNTIL THE VIOLATION IS RESOLVED TO THE CITY'S SATISFACTION. THE STOP WORK ORDER SHALL ALSO SUSPEND THE RIGHT OF THE PERMITTEE, APPLICANT, OWNER, CONTRACTOR, DEVELOPER OR ANY RELATED ENTITY TO BUILD OR CONSTRUCT ANY STRUCTURE OR PUBLIC IMPROVEMENT ON ANY PORTION OF THE SITE. IT SHALL BE UNLAWFUL FOR ANY PERSON OR RESPONSIBLE PARTY TO FAIL TO COMPLY WITH A STOP WORK ORDER.

B. THE DIRECTOR AND THE PUBLIC WORKS DEPARTMENT, UPON ISSUANCE OF A STOP WORK ORDER, ARE AUTHORIZED TO SUSPEND THE ISSUANCE OF BUILDING PERMITS AND OCCUPANCY PERMITS FOR STRUCTURES ON ANY PORTION OF THE SITE; TERMINATE CITY UTILITY SERVICES TO THE SITE; AND SUSPEND ALL INSPECTIONS AND PLAN REVIEW RELATED TO ANY OTHER WORK THAT IS

TAKING PLACE ON THE SITE, UNTIL SUCH TIME AS THE VIOLATION IS RESOLVED TO THE CITY'S SATISFACTION. STOP WORK ORDERS SHALL SPECIFICALLY STATE THE PROVISIONS OF THIS CHAPTER OR THE LAND DISTURBANCE PERMIT BEING VIOLATED. ANY PERSON, WHO SHALL CONTINUE ANY WORK IN OR ABOUT THE SITE AFTER HAVING BEEN SERVED WITH A STOP WORK ORDER, EXCEPT SUCH WORK RELATED TO REMEDIATION OF THE VIOLATION, SHALL BE SUBJECT TO PENALTIES AS SPECIFIED IN SECTION 255.090.

C. A STOP WORK ORDER MAY BE LIFTED UPON THE PRESENTATION AND CONSTRUCTION OF AN ACCEPTED PLAN TO AVOID SEDIMENT RUNOFF AND THE REMOVAL OF ANY SUCH SEDIMENT AS ORDERED.

D. ALL STOP WORK ORDERS THAT ARE ISSUED BY THE DIRECTOR MUST BE POSTED ON THE SITE ON WHICH THE GRADING ACTIVITY IS TAKING PLACE, AND IN REASONABLE PROXIMITY TO A LOCATION WHERE THE GRADING ACTIVITY IS TAKING PLACE. ALL STOP WORK ORDERS POSTED IN THIS MANNER SHALL BE CONSIDERED VALIDLY DELIVERED.

E. IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO ENSURE THAT NO VIOLATION OF THIS CHAPTER OCCURS ON HIS/HER PROPERTY. IF THE RESPONSIBLE PARTY FAILS TO COMPLY WITH A NOV, STOP WORK ORDER, OR THERE IS NO IMMEDIATE SETTLEMENT, A CITATION OR SUMMONS TO COURT MAY BE ISSUED TO THE RESPONSIBLE PARTY. THE SUMMONS TO COURT SHALL CONTAIN ALL THE INFORMATION REQUIRED BY THE CITY CODE AND WILL BE ENFORCED AND ISSUED THROUGH THE MUNICIPAL COURT.

F. THE DIRECTOR, AT HIS SOLE DISCRETION, SHALL HAVE THE OPTION OF CAUSING A CITATION OR SUMMONS TO MUNICIPAL COURT TO BE ISSUED IMMEDIATELY UPON DISCOVERY OF A VIOLATION, IN LIEU OF A NOV.

SECTION 2. That Section 255.090 of the Webb City Code is hereby enacted as follows:

Section 255.090 Penalties.

A. ANY PERSON WHO VIOLATES THE PROVISIONS OF THIS CHAPTER SHALL BE SUBJECT TO THE FOLLOWING PENALTIES:

1. ANY PERSON CONVICTED OF VIOLATING THE PROVISIONS OF THIS CHAPTER SHALL BE PUNISHED BY A FINE NOT GREATER THAN FIVE HUNDRED DOLLARS (\$500.00) OR CONFINEMENT IN THE CITY JAIL FOR A PERIOD NOT TO EXCEED NINETY (90) DAYS OR BOTH FINE AND CONFINEMENT, AND EACH DAY IN WHICH ANY SUCH VIOLATION CONTINUES SHALL BE DEEMED A SEPARATE OFFENSE.

2. THE CITY MAY HEREBY RECOVER ALL ATTORNEYS' FEES, COURT COSTS, FINES OR PENALTIES ASSESSED AGAINST THE CITY BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, AND ALL OTHER EXPENSES ASSOCIATED WITH ENFORCEMENT OF THIS CHAPTER.

3. ANY PERSON VIOLATING ANY OF THE PROVISIONS OF THIS CHAPTER SHALL BECOME LIABLE TO THE CITY FOR ANY EXPENSE, LOSS OR DAMAGE OCCASIONED THE CITY BY REASON OF SUCH VIOLATION.

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

PASSED BY THE COUNCIL OF THE CITY OF WEBB CITY, MISSOURI, this _____ day of _____, 2023.

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

Kimberley E. DeMoss, City Clerk

COUNCIL BILL NO. 23-007

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR THE USE OF TAP FUNDING FOR PROJECT TAP-9901(844) TIP # 02-PED-23 REGARDING SIDEWALK IMPROVEMENTS IN THE CITY OF WEBB CITY.

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

SECTION 1. That the City of Webb City desires to enter into an agreement with the Missouri Highways and Transportation Commission for project TAP-9901(844) TIP # which will utilize transportation enhancement funds for the improvement and maintenance of ADA compliant sidewalks, curb ramps and crosswalks beginning at the Route 171 roundabout and going North on East Road to Daugherty Street, then west to Devon Street.

SECTION 2. That 75% of the construction costs, not to exceed \$444,974.98, shall be paid from transportation enhancement funds, and the remaining 25% of the cost of the project shall be borne by the City.

SECTION 3. That the Mayor is hereby authorized to execute on behalf of the City of Webb City an agreement with the Missouri Highways and Transportation Commission providing for transportation enhancement funding for Project TAP-9901(844), TIP # regarding the above-referenced sidewalk project.

SECTION 4. This ordinance shall be in full force and effect from and after its date of passage.

Passed and approved this _____ day of _____, 2023.

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

City Clerk: Kimberley E. DeMoss

CCO Form: DE65
Approved: 12/07 (BDG)
Revised: 01/23 (BDG)
Modified:

TAP-9901(844)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SIDEWALK IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson, Missouri 65102, and Webb City (hereinafter, "Entity"), whose address is 200 South Main Street, Webb City, Missouri 64870

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, MO-66; and

WHEREAS, the Entity is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in this Agreement, the parties agree as follows:

(1) PROPOSAL: The Entity proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is along the North side of Route MO-66 (Daughterly Street) to Devon Street, and on the South side of MO-66 approximately 160' west of the East Road intersection, Jasper County, Missouri, as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the Entity, with no cost incurred by the Commission.

(4) PLANS: The Entity shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The Entity shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The Entity will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the Entity to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and

protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The Entity, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the Entity. Maintenance by the Entity will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the Entity fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the Entity's cost and expense.

(10) PERMITS: Before beginning work, the Entity shall secure from the Commission's District Engineer a permit for the proposed improvement. The Entity shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The Entity shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(14) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(22) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the Entity gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the Entity shall not be entitled to a refund of the funds expended by the Entity pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance Number: _____

EXHIBIT A



COUNCIL BILL NO. 23-008

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PROJECT TAP-9901(844) REGARDING SIDEWALK IMPROVEMENTS IN THE CITY OF WEBB CITY.

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

SECTION 1. That the City of Webb City desires to enter into an agreement with the Missouri Highways and Transportation Commission for project TAP-9901(844) for the installation and maintenance of sidewalk improvements along the North side of Daugherty Street to Devon Street, and on the South side of Daugherty Street approximately 160 feet West of the East Road intersection.

SECTION 2. That the Mayor is hereby authorized to execute on behalf of the City of Webb City the agreement with the Missouri Highways and Transportation Commission for Project TAP-9901(844), regarding the above-referenced sidewalk project.

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

Passed and approved this _____ day of _____, 2023.

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

City Clerk: Kimberley E. DeMoss

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 9901(844) TIP # 02-PED-23
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Webb City (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) **LOCATION:** The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: ADA compliant sidewalks, curb ramps and crosswalks beginning at the Route 171 roundabout and going north on East Road to MO-66/Daugherty St., then west to Devon Street.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) **REASONABLE PROGRESS POLICY:** The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to

the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in

furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and

made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 75 percent not to exceed \$444,974.98. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the

herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ DATE

Executed by the Commission this _____ DATE

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WEBB CITY

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: TAP-9901(844), ADA compliant sidewalks, curb ramps and crosswalks beginning at the Route 171 roundabout and going north on East Road to MO-66/Daugherty St., then west to Devon Street.

Task	Date
Date funding is made available or allocated to recipient	11/2022
Solicitation for Professional Engineering Services (advertised)	02/2023
Engineering Services Contract Approved	03/2023
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	09/2023
Plans, Specifications & Estimate (PS&E) Submittal	03/2024
Plans, Specifications & Estimate (PS&E) Approval	06/2024
Advertisement for Letting	07/2024
Bid Opening	08/2024
Construction Contract Award or Planning Study completed (REQUIRED)	10/2024

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

COUNCIL BILL NO. 23-009

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP FOR THE CITY OF WEBB CITY, MISSOURI, BY RECLASSIFYING CERTAIN AREAS WITHIN THE CITY LIMITS FROM C-2 GENERAL COMMERCIAL DISTRICT TO R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT [PHILIP AND LESLIE POWELL, 1276 NEWPORT CR., WEBB CITY, MO 64870].

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

SECTION 1. Notice of public hearing having been properly published and recommendation for reclassification having been given after review by the Webb City Planning and Zoning Commission, the Zoning Map for City of Webb City, Missouri, is hereby amended by reclassifying the following described property from C-2 General Commercial District to R-3 Multiple Family Residential District, to-wit:

LOCATION OF SUBJECT PROPERTY: 501 N. Main St., Webb City, MO 64870

LEGAL DESCRIPTION:

ALL OF LOTS NUMBERED ONE HUNDRED THREE (103), ONE HUNDRED FOUR (104), ONE HUNDRED FIVE (105) AND ALL OF LOT NUMBERED ONE HUNDRED SIX (106) IN WEBB'S THIRD ADDITION INCLUSIVE OF THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

ALL OF THE SOUTH 8 FEET OF LOT NUMBERED ONE HUNDRED EIGHT (108) AND ALL OF LOT NUMBERED ONE HUNDRED SEVEN (107) IN WEBB'S THIRD ADDITION TO THE CITY OF WEBB CITY, JASPER COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

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

this ____ day of _____, 2023.

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

Kimberley E. DeMoss, City Clerk

Council Report

City of Webb City

Street Department
Purchase of Backhoe

February 22, 2023

Description

To purchase a new backhoe.

Narrative

The following are the bids received:

Fabick (Caterpillar) \$136,509.00

Victor L Phillips (Case) \$133,335.00

No other bid submitted

Staff Recommendation

Staff recommends we accept the bid from Fabick Cat in the amount of \$136,335.00. CAT equipment currently in service at the Sewer and Public Works Departments have consistently outperformed comparable equipment while requiring fewer repairs. This CAT backhoe has multiple design features absent on other models which we believe will maximize duty hours and minimize maintenance-related downtime.

Fiscal Impact:

The purchase of this backhoe at \$136,335.00 falls under the \$140,000.00 budgeted amount.

Prepared & Submitted By:

Rick Roth
Street and Water Director

Reviewed By:

Carl Francis
City Administrator

Reviewed By:

Kim DeMoss
City Clerk City

Reviewed By:

Tracy Craig
Financial Officer