

CITY OF WEBB CITY, MISSOURI
CITY COUNCIL MEETING
Tentative AGENDA
Monday, August 14, 2023
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INVOCATION

PLEDGE

OPENING OF MEETING

Roll Call
Mayor's Statement
Public Comments

SWEARING IN

Police Officers:
Garritt Pearish
Adam Morris
Jaden Galardo
Malicah Hensley

ADMINISTRATOR'S REPORT

Administrator Report

CONSENT AGENDA

1. Council Minutes-July 24, 2023

ORDINANCES AND RESOLUTIONS

Council Bill No. 23-018 Voluntary Annexation 38.7 acres, 2000 N Madison (2nd)
Council Bill No. 23-019 Establishing the zoning classification for the annexed property in the city limits as R-1 Residential located at 2000 N. Madison (2nd)
Resolution No. 23-1001 Memorandum of Understanding for Webb City Habitat Restoration Project

MOTIONS

PD-Accept MoDot SW Coalition Grant Award and purchase equipment (Motion to approve and vote)

COMMITTEE REPORT

1. Financial Oversight
 A. Statement of Accounts, August 14, 2023 Action & Authorization
2. Committee of the Whole
 Next Council Meeting August 28, 2023

ADJOURN



Administrator's Report 08/14/23

Paving is complete. We are currently evaluating other areas for a possible second round of paving which our contractor advises he will have some time for in a few more weeks. This will be presented to council for approval.

Public works will be starting on striping of the newly paved areas as soon as possible but we certainly have enjoyed the rain which will delay the striping a little.

The Fire Department and public works have teamed up together to replace the bridge over to the Frisco Trail located behind the Fire Department. Public Works is lending a hand with some of the structure needs and our Fire Department crews are working on the hand work to rebuild the walking bridge.

It is that time of year where Department Heads are tasked with looking to the next fiscal year and preparing their budget proposals. They will be receiving their worksheets this week from the Finance Department. One thing that has been mentioned is our email server is over twelve years old and looks like we will be needing to replace it so that could be a shared expense across all departments which we will need to prepare for.

The new water well project has started! Our drilling contractor has moved onto the location under the water tower off of Tracy Street. We anticipate the casing to be set soon and drilling to begin. We hope to have this well, if all goes well, up and running by next summer.

The Parks Department has been busy as they transition from summer baseball and softball programs to the fall programs. These programs consist of Soccer, Cheer and Flag Football. One new item we hope to use this fall is the new lighted soccer fields located where the rodeo arena once was. All preparations are complete and we hope to see pre-K and Kindergarten teams using this new field this fall. Now that the soccer field is complete we will be focusing some attention on the old fenced in area and possibly converting that into a dog park.

The date for the **Paint the Town Red Parade and Bonfire has been set.** Please mark your calendars for the evening Wednesday September 20th so you do not miss this great event to be held here in downtown and then the Bonfire out on the School Property on North Pennsylvania.

The **West Haven Country Club** lot has been in disrepair of late and has now been placed on county auction for failure to pay taxes. City staff are attempting to locate owners and see what if any assistance we can be to avoid the location becoming a problem in the future.

Previous Meetings

2023 Cruis-A-Palooza is in the books. By all accounts the festival was a huge success and enjoyed a large crowd both days. Reports from several vendors are good and that they already are planning to return next year.

Staff have been working with EPA and Cardinal Valley Habitat Trustees to fund a large concrete pad to be utilized in our bio-solid composting program. Currently we use the gravel area north of the plant to lay out our rows for composting and drying. A concrete pad would reduce wear and tear on our equipment and reduce any water seepage that occurs during the process. **We have received word that this project has been approved for funding and we should be contacted in the near future with further details.** This will be something we have been working on for many years and are excited to see it become even a possibility.

Thanks to Councilman Dawson the **water attraction in the King Jack Park Splash Pad has seen an upgrade.** Workers have been replacing the decals and touching up the splash tower that was built and donated by the Webb Corporation here in Webb City.

Parks Department has plans **to move the small Caboose located next to the Splash Pad** and bring it into the shop for some extensive repairs. The Caboose has been the victim of some serious vandalism over the last several months and it will be much easier to repair in the shop. We plan once the repairs are completed to relocate the Caboose to the area between the Farmers Market and the Depot in the grassy area where the buggy once was. We hope this will give it some better protection and lighting.

Waste Water crews have been working with the lining company that we had discussed a few months back on a plan to rehabilitate several manholes and lift stations to reduce the amount of inflow and infiltration of ground water. Council will be presented with a plan to spend \$72,000 on 17 manholes and 3 lift stations. We believe this to be a much more cost effective way than replacing the manholes and will certainly monitor the performance as we move forward.

The Police Department has announced that Officer Tabatha Love will be assuming the new **School Resource Officer position** within the department and will mainly be assigned to duties at the Junior High School.

Randy Haas completed his last day last week as our Habitat Manager and is now retired and already living in Florida. We will miss him but we were lucky to have John Nichols available to take over the project. John is very familiar with the entire operation since he was one of the original founding board members when he worked for the Department of Natural Resources. We hope to have the final agreement outline the trustees support for the Cardinal Valley Natural Habitat for years to come available soon. It is currently in the comment period with the U. S. Fish and Wildlife.

New summer hours have been started at the recycle gate location. They are now open the following hours for the summer months. 11am – 6pm Monday thru Friday and 9am-2pm on Saturday and Sunday. The recycling collections have also increased and we are working with our waste hauler to try and get additional roll offs or increased removals.

Carl Francis
City Administrator

2023 Dates to remember upcoming;

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

Tuesday, September 7 – Downtown After Dark

Saturday, September 9 – Route 66 Cruise Night

Wednesday, September 20th – Paint the Town Red, 6-9 pm

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

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COUNCIL MEETING MINUTES
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INVOCATION	Councilman Jerry Fisher gave the invocation
PLEDGE TO FLAG	The Council remained standing for the Pledge of Allegiance.
COUNCIL MEETING	The City Council of Webb City, Missouri met in regular session Monday, July 24 2023 at 5:30 p.m. in Council Chambers. Mayor Lynn Ragsdale presided.
ROLL CALL	The following members answered roll call: Andy Queen, Brad Baker, Debbie Darby, Ray Edwards, Jerry Fisher, and Jim Dawson. Absent: Gina Monson and Alisa Barroeta. There being six members present and six members representing a quorum. Mayor Lynn Ragsdale declared this session of council officially opened. Also present were: City Administrator Carl Francis, City Attorney Troy Salchow, City Clerk Kimberley DeMoss, Finance Director Tracy Craig, Police Chief Don Melton, Fire Chief Andy Roughton, Waste Water Director William Runkle, Street & Water Director Rick Roth, and Economic Development coordinator Erin Turner . Absent: Parks Director Bryan Waggoner
MAYOR STATEMENT	Mayor Ragsdale stated that the recorder was not working and the city clerk minutes would be the permanent record for this council meeting.
VISITORS	None
PUBLIC HEARING	Mayor Ragsdale opened the public hearing regarding voluntary annexation at 2000 N. Madison-38.7 acres. Mayor Ragsdale asked if anyone was present to speak for the voluntary annexation- there were none present. Mayor Ragsdale asked if anyone was present to speak against the voluntary annexation- there were none. Mayor Ragsdale closed the public hearing at 5:35 p.m.
ADMINISTRATOR	Administrators Report for July 24, 2023 was available for the Council to review. Mr. Francis stated that TeeTime Golf has hired their contractors and the owners are very excited to get started.

CITY OF WEBB CITY, MISSOURI
COUNCIL MEETING MINUTES
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CONSENT AGENDA

Mayor Lynn Ragsdale entertained a motion to accept the Consent Agenda items for July 24, 2023. Councilman Queen made the motion. Councilman Baker seconded. The motion carried with six yes votes.

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|----------------------------------|------------------|
| 1. Council Minutes-July 10, 2023 | 2. PD Reports |
| 3. Fire Reports | 4. Sales/Use Tax |
| 5. Treasury Report | |

**COUNCIL BILL
NO. 23-017**

An Ordinance of the City of Webb City, Missouri, Granting a Franchise to operate a Natural Gas Distribution System within the City to Spire Missouri Inc.

Councilman Fisher presented Council Bill No. 23-017 for the second and final reading. Second and final reading completed. Councilman Fisher moved to accept the second and final reading of Council Bill No. 23-017. Councilwoman Darby seconded. The motion carried with a roll call vote. Yes: Queen, Baker, Darby, Edwards, Fisher, and Dawson. Thereby duly giving Council Bill No. 23-017, Ordinance No. 23-021.

**COUNCIL BILL
NO. 23-018**

An Ordinance annexing a certain adjacent, unincorporated area into the City of Webb City, Missouri (2000 N. Madison, 38.7 acres-Mads Gisselbeck)

Councilman Fisher presented Council Bill No. 23-018 for the first reading. First reading completed. Councilman Fisher moved to accept the first reading. Councilman Baker seconded. Councilwoman Darby asked about the water supply in the area being annexed. Councilman Dawson stated this reinforces the need to increase the water supply so we are an independent and not purchasing from Missouri American Water. City Administrator Carl Francis stated that is why the city is putting in the new well under the main water tower and looking for another location North of City to install another well. The motion carried with six yes votes.

**COUNCIL BILL
NO. 23-019**

An Ordinance amending the zoning map for the City of Webb City, Missouri, by establishing the zoning classification for certain areas annexed into City limits as R-1 Residential District. (2000 N. Madison, 38.7 acres-Mads Gisselbeck)

Councilman Fisher presented Council Bill No. 23-019 for the first reading. First reading completed. Councilman Fisher moved to accept the first reading. Councilman Dawson seconded. The motion carried with six yes votes.

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MOTIONS

O&M-Lift Station Wet Well & manhole Rehabilitation

Councilman Baker made a motion to authorize the O&M Dept. to rehabilitate three lift station wet wells and 17 manholes in the amount of \$72,500.00 thru Midwest Infrastructure Coating. Councilman Fisher seconded. The motion carried with six yes votes.

O&M-Barscreen Purchase for (3) three lift stations

Councilwoman Darby made a motion to authorize the O&M Dept. to purchase Barscreen Baskets with rails with Stewart Concrete in the amount of \$17,526.00 for (3) three lift stations. Councilman Queen seconded. The motion carried with six yes votes.

**FINANCIAL
OVERSIGHT**

Mayor Lynn Ragsdale entertained a motion to accept the Statement of Accounts dated July 24, 2023. Councilman Queen moved to accept the Statement of Accounts for July 24, 2023. Councilwoman Darby seconded. The motion carried with six yes votes. (Councilwoman Monson was absent, Councilman Queen did the financial by himself)

Statement of Accounts is as follows:

City Electronically	920-943	45,949.54
City Fund	41143-41244	120,694.95
Habitat Electronically	209-211	1,454.25
Habitat Fund	904	<u>146.14</u>
Grand Total		\$168,244.88

**COMMITTEE OF
THE WHOLE**

Mayor Lynn Ragsdale set the next Council Meeting for Monday, August 14, 2023 at 5:30 p.m. in the Council Chambers.

ADJOURN

Mayor Lynn Ragsdale adjourn the council meeting at 5:57 p.m.

Lynn Ragsdale, Mayor and Presiding Officer

Attest:

Kimberley E. DeMoss, City Clerk

COUNCIL BILL NO. 23-018

ORDINANCE NO. _____

AN ORDINANCE ANNEXING A CERTAIN ADJACENT, UNINCORPORATED AREA INTO THE CITY OF WEBB CITY, MISSOURI

WHEREAS, a verified petition signed by all of the owners of the real estate described below and requesting annexation of the area into the City of Webb City, Missouri, was filed with the City Clerk; and

WHEREAS, the real estate is adjacent and contiguous to the present corporate limits of the City of Webb City, Missouri; and

WHEREAS, a public hearing concerning this matter was held at the City Hall in Webb City, Missouri, at 5:30 p.m. on Monday, July 24, 2023; and

WHEREAS, notice of this public hearing was published at least seven days in advance in the Jasper County Citizen, a newspaper of general circulation qualified to publish legal matters, located in Jasper County, Missouri; and

WHEREAS, at the public hearing, all interested persons, corporations, and political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Webb City, Missouri, within seven days after the public hearing; and

WHEREAS, the City Council of the City of Webb City, Missouri, does find and determine that the annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to the area within a reasonable time after annexation; and

WHEREAS, the City Council of the City of Webb City finds that it is in the best interest of the City and its citizens to annex the property described in the verified Petition.

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

SECTION 1. Pursuant to § 71.012, RSMo 2000, the following-described real estate is hereby annexed into the City of Webb City, Missouri, to-wit:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE N 87°21'01"W ALONG THE QUARTER SECTION LINE, 1312.5 FEET TO THE SOUTHWEST CORNER OF THE SE ¼ OF THE NORTH 1/4; THENCE NORTH 87°21'01"W ALONG QUARTER SECTION LINE, 770.56 FEET TO THE NORTHWEST CORNER OF HEATHER GLENN PLAT 1; THENCE N 76°26'32" E 66.00 FEET TO THE CENTERLINE OF AN EXISTING DITCH; THENCE N 27°53'46" E ALONG SAID

CENTERLINE, 50 FEET; THENCE N 44°55'47" E ALONG SAID CENTERLINE, 174.00 FEET THENCE N 35°01'48" W ALONG SAID CENTERLINE, 156.50 FEET; THENCE N 23°56'37" W ALONG SAID CENTERLINE; 69.00 FEET; THENCE N 08°59'46" W ALONG SAID CENTERLINE, 77.50 FEET THENCE N 22°39'14" W ALONG SAID CENTERLINE, 118.50 FEET; THENCE N 07°16'03" W ALONG SAID CENTERLINE, 235.00 FEET; THENCE N 06°32'22" E ALONG SAID CENTERLINE, 103.00 FEET; THENCE N 21°01'29" E ALONG SAID CENTERLINE, 104.50 FEET; THENCE N 51°06'23" E ALONG SAID CENTERLINE, 134.00 FEET; THENCE N 02°34'35" E ALONG SAID CENTERLINE, 175.50 FEET; THENCE N 27°05'51" W ALONG SAID CENTERLINE, 64.50 FEET TO A POINT ON THE NORTH LINE OF THE SW-1/4 OF THE NE-1/4; THENCE SOUTH 87°20'29" E ALONG SAID NORTH LINE, 674.09 FEET TO THE NORTHEAST CORNER OF SAID SW-1/4 OF THE NE-1/4; THENCE S 87°20'29" E, 1312.59 FEET TO THE NORTH EAST CORNER OF THE SE-1/4 OF THE NE-1/4, THENCE SOUTH 01°46'54" W ALONG THE EAST LINE OF SECTION 12, A DISTANCE OF 1314.60 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS. RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

SECTION 2. The boundaries of the City of Webb City, Missouri, are hereby altered to encompass the above-described tract of land lying adjacent and contiguous to the present corporate limits.

SECTION 3. The City Clerk of the City of Webb City is hereby ordered to cause three certified copies of this ordinance to be filed with the Jasper County Clerk.

SECTION 4. The City Engineer, the City Planner and other pertinent City personnel are hereby authorized and directed to conform all maps, directories, drawings, plats, and other appropriate documents to the altered corporate limits of the City of Webb City as herein provided.

SECTION 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they do conflict.

SECTION 6. This Ordinance shall be in full force and effect from and after its date of passage.

READ TWO TIMES AND PASSED BY THE CITY 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. 23-019

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP FOR THE CITY OF WEBB CITY, MISSOURI, BY ESTABLISHING THE ZONING CLASSIFICATION FOR CERTAIN AREAS ANNEXED INTO THE CITY LIMITS AS R-1 RESIDENTIAL DISTRICT (MTG PROPERTY, INC., 4400 N. SCOTTSDALE RD, STE. 9869, SCOTTSDALE, AZ 85251).

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 annexation and zoning classification 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 classifying the following described property as R-1 Residential District; to wit:

LOCATION OF SUBJECT PROPERTY: North of Matthew Circle in WEBB CITY, MISSOURI 64870
LEGAL DESCRIPTION:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE N 87°21'01"W ALONG THE QUARTER SECTION LINE, 1312.5 FEET TO THE SOUTHWEST CORNER OF THE SE ¼ OF THE NORTH 1/4; THENCE NORTH 87°21'01"W ALONG QUARTER SECTION LINE, 770.56 FEET TO THE NORTHWEST CORNER OF HEATHER GLENN PLAT 1; THENCE N 76°26'32" E 66.00 FEET TO THE CENTERLINE OF AN EXISTING DITCH; THENCE N 27°53'46" E ALONG SAID CENTERLINE, 50 FEET; THENCE N 44°55'47" E ALONG SAID CENTERLINE, 174.00 FEET THENCE N 35°01'48" W ALONG SAID CENTERLINE, 156.50 FEET; THENCE N 23°56'37" W ALONG SAID CENTERLINE; 69.00 FEET; THENCE N 08°59'46" W ALONG SAID CENTERLINE, 77.50 FEET THENCE N 22°39'14" W ALONG SAID CENTERLINE, 118.50 FEET; THENCE N 07°16'03" W ALONG SAID CENTERLINE, 235.00 FEET; THENCE N 06°32'22" E ALONG SAID CENTERLINE, 103.00 FEET; THENCE N 21°01'29" E ALONG SAID CENTERLINE, 104.50 FEET; THENCE N 51°06'23" E ALONG SAID CENTERLINE, 134.00 FEET; THENCE N 02°34'35" E ALONG SAID CENTERLINE, 175.50 FEET; THENCE N 27°05'51" W ALONG SAID CENTERLINE, 64.50 FEET TO A POINT ON THE NORTH LINE OF THE SW-1/4 OF THE NE-1/4; THENCE SOUTH 87°20'29" E ALONG SAID NORTH LINE, 674.09 FEET TO THE NORTHEAST CORNER OF SAID SW-1/4 OF THE NE-1/4; THENCE S 87°20'29" E, 1312.59 FEET TO THE NORTH EAST CORNER OF THE SE-1/4 OF THE NE-1/4, THENCE SOUTH 01°46'54" W ALONG THE EAST LINE OF SECTION 12, A DISTANCE OF 1314.60 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS. RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

SECTION 2. The City Clerk is hereby authorized and directed to enter such classification 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

RESOLUTION: 23-1001

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH U.S. FISH AND WILDLIFE SERVICE FOR THE RESTORATION AND MAINTENANCE OF PARK LANDS IN WEBB CITY, MISSOURI.

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

Section 1. That the City of Webb City, in conjunction with the Trustees, has managed and improved certain Park Lands, currently totaling 889 acres, into a prairie grass, wildflower and nature preservation area.

Section 2. That the U.S. Fish and Wildlife Service will provide funding for staff salaries and expenses, funds for vehicle/equipment maintenance, and certain supplies related to the improvement and maintenance of the restoration properties on Park Lands.

Section 3. That the Mayor of the City of Webb City is hereby authorized to execute the attached Memorandum of Understanding with the U.S. Fish and Wildlife Service for the restoration and maintenance of the Webb City Park Land, for and on behalf of the City of Webb City.

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

MEMORANDUM OF UNDERSTANDING BETWEEN
U.S. Fish and Wildlife Service and the Municipality of Webb City, Missouri

**REGARDING MAINTENANCE OF RESTORATION PROJECTS ASSOCIATED WITH
THE SPRINGFIELD PLATEAU REGIONAL RESTORATION PLAN, CARDINAL
VALLEY RESTORATION PLAN, AND THE AMENDMENTS FOR LONG TERM
RESTORATION MAINTENANCE IN TRI-STATE MINING DISTRICT, MISSOURI**

This Memorandum of Understanding (MOU) is entered into by the U.S. Fish & Wildlife Service (“USFWS”) and the municipality of Webb City (“City”). The USFWS enters into this MOU in recognition of their common interests in park lands held by Webb City, Missouri (“Park Lands”). It is the intent of all parties to maintain the Park Lands for the benefit of the public and wildlife, and to do so by working efficiently among the parties.

W I T N E S S E T H:

WHEREAS, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and its implementing regulations provide the authority to use recovered natural resource damages to restore, replace, rehabilitate or acquire the equivalent of the natural resources that have been injured.

WHEREAS, the State of Missouri, acting through the Missouri Department of Natural Resources (MDNR) and the Department of Interior, acting through the USFWS developed and publicly noticed for comment several restoration plans to implement restoration in accordance with CERCLA and its implementing regulation, including the Springfield Plateau Regional Restoration Plan (SPRRP), the Cardinal Valley Natural Habitat Restoration Project Final Restoration Plan/Environmental Assessment (the “Cardinal Valley RP”) and the Long Term Restoration Maintenance in Tri-State Mining District Amendments (Amendment), attached hereto and incorporated by reference as Exhibit “A”;

WHEREAS, the SPRRP provides for restoration of native prairie habitat;

WHEREAS, the Cardinal Valley RP identifies the project described in this MOU to restore native habitat on the Park Lands);

WHEREAS, the document entitled Amendments for Long Term Restoration Maintenance in Tri-State Mining District, Missouri (Amendments), provides, among other provisions, that the USFWS will fund the long-term maintenance of restoration activities on the Park Lands;

WHEREAS, the planting of native wildflowers and grasses would improve the ecological functions on the Park Lands for the benefit of migratory birds, monarch butterflies and other pollinators, and a diversity of wildlife species;

WHEREAS, Webb City, in conjunction with the Trustees, has managed and improved certain Park Lands, currently totaling 889 acres, into a prairie grass, wildflower and nature

preservation area. The City is currently managing the Park Lands through various activities including mowing, spraying herbicide, seeding, and burning, under direction of USFWS. If more land is acquired by the City with natural resource damage (NRD) settlement funds, the natural resource Trustees will consider whether additional restoration activities should occur on the acquired land and modify existing restoration plans and agreements, as appropriate.

WHEREAS, Webb City has placed conservation easements on the Park Lands to keep the land in a state to provide wildlife habitat, as detailed within the (Exhibit B) conservation easement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term. This Agreement shall automatically terminate twenty-five (25) years from the issuance of the financial instrument with Webb City, planned for June 15, 2023.

2. Funding. The funding for restoration maintenance activities on Park Lands is intended to be issued in 5 year increments, with at least annual reviews which will include, but not be limited to, status reports, cost documentation and accounting of expenditures provided to Trustees. When completed by the USFWS, the first 5 year cooperative agreement will be attached hereto and incorporated by reference as Exhibit "C". The Trustees may, with Trustee consensus, and at their discretion, choose to renew the 5-year expenditures for another 5 years thereafter for the term of this Agreement.

The five-year funding cycle is intended solely to cover a ½ staff member salary and expenses, funds for vehicle/equipment maintenance, and certain supplies related to the improvement and maintenance of the NRD restoration properties on Park Lands see attached itemized list "Exhibit D". The Trustees have set aside funds for 25 years of maintenance, making assumptions of a 4% inflation rate. Since economic conditions are likely to change, the actual amount allotted for staff salary and other costs will be negotiated with each 5 year cooperative agreement.

3. Staffing. Webb City will employ staff to carry out restoration maintenance using Trustee funds. The minimum qualifications of the restoration staff member will be coordinated between the USFWS and Webb City.

4. Revenue. Webb City will make a good faith effort to sell hay or collect revenue from other sustainable practices on restoration lands and use those funds to offset restoration costs.

5. Monitoring requirements. Maintaining the quality of the habitat in the Webb City restoration areas is paramount. The quality of the habitat is based upon monitoring of vegetation and other resources. The USFWS will work with Webb city staff to maintain or improve the quality of habitat as measured by the percentage of native plants in the restoration areas. Environmental conditions (drought, disease, etc) outside of the control of Webb City may greatly affect the quality of vegetation, and the USFWS will provide technical assistance and additional funding if warranted. However, if the quality of the habitat declines due to management practices, or lack thereof, the USFWS has a right to renegotiate or terminate the cooperative agreement.

Miscellaneous.

- A. RESERVATION OF RIGHTS AND AUTHORITY. Nothing in this MOU is meant to imply, or operate in a manner, that any natural resource trustee with an interest in the natural resources addressed in the SPRRP and Cardinal Valley RP or Amendments (Plans), including Park Lands, is in any way abrogating or ceding any natural resource trustee responsibility or authority over natural resources addressed in those Plans.

Nothing in this MOU shall be construed as a waiver of, or foreclosing the exercise of, any rights, powers, remedies or privileges of the individual Trustees identified in the Plans, now or hereafter existing at law or in equity, by statute or otherwise.

Each of the Parties to this MOU are acting in an independent capacity in the performance of their respective legally authorized functions regardless of the funding source and none of the Parties employees are to be considered an agent, officer or employee of another Party.

- B. MODIFICATION. This MOU may be amended by written agreement of all the Parties if they determine an amendment is necessary to accomplish the objectives of this MOU consistently with the requirements of applicable law.
- C. HEADINGS. The headings of paragraphs in this MOU are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.
- D. ENTIRE AGREEMENT. This MOU contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by all parties.
- E. WAIVER OR BREACH. Waiver of any provision of this MOU or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this MOU. Failure by one of the parties to this MOU to assert its rights for any breach of this MOU shall not be deemed a waiver of such rights.
- F. SEVERABILITY. If any of the provisions of this MOU shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.
- G. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this MOU, that they are fully authorized in the capacities shown, that they understand the terms of this MOU, and that they are executing the same voluntarily and solely for the consideration described herein

- H. MOU shall be governed by the laws of the United States of America and of the State of Missouri as applicable, both as to interpretation and performance.
- I. This MOU does not and shall not be construed to create any right or cause of action in any third party.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

WEBB CITY, MISSOURI,
a Municipal Corporation (“CITY”)

Lynn Ragsdale, Mayor

Date

U.S. DEPARTMENT OF THE INTERIOR (“USFWS”)

Charles W. Traxler,
Acting Regional Director, Region 3, U.S. Fish & Wildlife Service

Date

Exhibit A
Amendments For Long Term Restoration Maintenance In Tri-State Mining District, Missouri

Exhibit B
Sample Conservation Easement

Exhibit C
Cooperative Agreement

Exhibit D
Estimated Expenses

MISSOURI NATURAL RESOURCES TRUSTEE COUNCIL
 ORONOGO-DUENWEG MINING BELT (JASPER COUNTY)
 AND NEWTON COUNTY MINE TAILINGS SITES

RESOLUTION NO. TSMD-2023-001

The cooperating natural resource trustees for the Oronogo-Duenweg Mining Belt and the Newton County Mine Tailings Sites are the State of Missouri and the U.S. Department of the Interior (DOI) (collectively referred to herein as the Trustees). The Trustees have consulted and determined that current restoration projects should continue to be maintained from funds recovered through the ASARCO, LLC, and Eagle Picher settlements.

The Trustees have completed a restoration plan amendment process, including a public comment period, in accordance with the Springfield Plateau Regional Restoration Plan. The Trustees determined that \$3,400,181 will be needed to maintain the ecological integrity of the current 421 acres of restoration projects managed by the Missouri Prairie Foundation (MPF) and the 889 acres managed by the municipality of Webb City for the next 25 years. This Resolution programs funding for management of Webb City lands, management of MPF lands, and Trustee oversight of these projects for an anticipated period of 25 years. A Memorandum of Understanding between the US Fish and Wildlife Service and the municipality of Webb City will memorialize the long term commitments to the “Cardinal Valley Natural Habitat Project” within Webb City.

The Trustees hereby authorize total funding in the amount¹ of \$3,400,181 from the DOI Restoration account. Given the long-term nature of the funding needs, the Trustees will make investments with expected returns to fund activities in years 5,10, 15, and 20 to be made up from a withdrawal from the following subaccounts:

Entity receiving funds	Total Amount	Newton County ASARCO #06030	Jasper County ASARCO #05860	Eagle Picher2 #08100
Webb City	\$2,381,918		\$2,381,918	
Missouri Prairie Foundation	\$845,562	\$737,105		\$108,457
Trustees	\$172,702	\$32,000	\$116,000	\$24,702

¹ Current encumbrance to the fund in \$2023 will actually be \$ 2,236,934.62 due to the expected 4% rate of returns from investments earned over the 25 years of required funding.

Funds for the outside entities will be disbursed incrementally via USFWS cooperative agreement or State contract and requested from the DOI Restoration account individually by the Lead Administrative Trustee. Funding for trustee staff oversight activities will be requested as part of regular RIM resolutions.

A restoration plan amendment describing the maintenance of these projects was published on April 20th, 2023 and finalized after a 30 day comment period. The Trustees are seeking approval of the Final Amendments for Long Term Restoration Maintenance in Tri-State Mining District, Missouri, this document is considered approved upon execution by all signatories of this Resolution.

The first 5 year award to Webb City under this Restoration Plan amendment will fund a ½ time restoration manager position, supplies, and soil amendment for reapplication in eroded areas of our restoration areas.

We request a release of \$418,055 which will be disbursed to the City of Webb City, Missouri by the U.S. Fish and Wildlife Service (USFWS). The USFWS will serve as the lead project administrator, and funds will be provided under a 5 year cooperative agreement with Webb City. The amount of \$418,055 shall be distributed as soon as is practicable by the NRDAR Fund Manager. This total amount shall be made up from a withdrawal from the following subaccount from the Natural Resource Damage Assessment and Restoration Fund:

Name of Site	NRDAR Account Number	Amount to be Transferred
Jasper County ASARCO	#05860	\$ 418,055

Extensions or modifications of this Resolution may be made as needed, upon unanimous consent and resolution of the Trustee Council. This Resolution may be executed in counterparts and shall be effective upon execution by all of the Trustees. The date of execution shall be the date of the last party's signature. A copy of the Resolution, with all original executed signature pages affixed shall constitute the original Resolution. Copies of the Resolution shall be sent to all parties, as well as the Fund Manager of the DOI Natural Resource Damage Assessment and Restoration Fund.

These funds are derived from the “Settlement Agreement Regarding The Tri-State Mining District Sites” captioned “IN RE: ASARCO LLC, ET AL., DEBTORS”, Case No. 05-21207 Chapter 11, U.S. Bankruptcy Court for the Southern District of Texas (Corpus Christi Division), and “IN RE: EAGLE PICHER HOLDINGS, INC et al.”, Case No.05-12601 Chapter 11, U.S. Bankruptcy Court for the Southern District of Ohio (Western Division).

If you have any questions, please contact Eric Gramlich (573) 522-1347 or Scott Hamilton at (573) 234-2132 x 122.

MISSOURI NATURAL RESOURCE TRUSTEE COUNCIL
ORONOGO-DUENWEG MINING BELT (JASPER COUNTY)
AND NEWTON COUNTY MINE TAILINGS SITES

RESOLUTION NO TSMD-2023-001

U.S. DEPARTMENT OF THE INTERIOR

Charles W. Traxler, Acting Regional Director
Region 3, U.S. Fish & Wildlife Service

Date

MISSOURI NATURAL RESOURCE TRUSTEE COUNCIL
ORONOGO-DUENWEG MINING BELT (JASPER COUNTY)
AND NEWTON COUNTY MINE TAILINGS SITES

RESOLUTION NO.TSMD-2023-001

STATE OF MISSOURI

Dru Buntin, Director
Missouri Department of Natural Resources

Date

Final Amendments for Long Term Restoration Maintenance in Tri-State Mining District, Missouri

1.0 INTRODUCTION

The Missouri Trustee Council (Trustees) is comprised of the State of Missouri, represented by the Missouri Department of Natural Resources (MDNR), and the U.S. Department of the Interior, represented by the U.S. Fish and Wildlife Service (USFWS). Settlement funds have been used by the Trustees to initiate restoration in both uplands and riparian areas within the Missouri portion of the Tri State Mining District, and these restoration areas now need long-term stewardship, monitoring and maintenance to preserve the level of ecological uplift achieved during the restoration phase. By this document, the Trustees are amending two Restoration Plans: the Cardinal Valley Natural Habitat Restoration Project Final Restoration Plan and Environmental Assessment (Cardinal Valley RP/EA) (July 2018) and the Joplin Parks Restoration Plan (Joplin RP) (July 2019). The Trustees are also amending an agreement with Missouri Prairie Foundation (MPF) (the “Agreement”) for implementation of a restoration project identified in the Springfield Plateau Regional Restoration Plan (SPRRP). All three of these amendments will include funds for the administration of long-term stewardship, monitoring and maintenance of the particular restoration areas, as addressed more fully herein.

The Cardinal Valley RP/EA identified a habitat restoration project within Webb City. Additional long-term stewardship, monitoring, and maintenance funds will help achieve one of the restoration objectives: *“Maintain wildlife habitat with at least 80% native cover through active and passive management for at least 25 years after the initial restoration phase of the project. Lands that have been acquired for restoration are to be managed by Webb City as a park and will be protected by a conservation easement.”* found in Section 2.2 Restoration Objectives of that document. The source of the proposed additional funding is the “Settlement Agreement Regarding the Tri-State Mining District Sites” in “Re: Asarco LLC et al, Debtors” approved on February 4, 2008.

Similarly, the Trustees hereby amend the Joplin Parks RP to provide funding for long-term stewardship, monitoring and maintenance of habitat restoration projects implemented on lands managed by the Missouri Prairie Foundation (MPF). The source of the proposed additional funding is derived from the “Settlement Agreement Regarding EaglePicher Holdings, Inc. et al” approved on August 13, 2012.

Pursuant to the SPRRP, an agreement between MDNR and MPF allows for the implementation of a restoration project. The Trustees hereby amend this agreement to allow additional long-term stewardship, monitoring and maintenance funding for this project. The source of the additional funding is the Asarco agreement referenced above.

1.1 Background

Restoration Needs

Tallgrass prairie is a disturbance-dependent ecosystem that historically relied upon wildfire or grazing pressure to stop the encroachment of trees. In modern times, with relatively small areas of isolated habitat, neither of these factors is likely to occur with the frequency needed to maintain the prairie landscape. Invasive species are a threat to native ecosystems as well, and if not controlled, they will take over an area. This has happened on the restoration areas now owned by Webb City, as sericea lespedeza invaded the areas shortly after EPA remediated them and the lands were left idle. Tallgrass prairie is a major component of the Cardinal Valley project, as well as the Joplin Parks project and other lands managed by MPF. State Parks and other natural landscapes are conventionally maintained by a

combination of mowing, burning, and herbicide application. The Trustees believe that without funding the long-term stewardship, monitoring and maintenance of these restoration areas, the ecological uplift achieved in the restoration phase will be lost.

Webb City lands

In February 2018, the Trustees published a draft RP/EA for review and public comment. As part of the restoration planning process and in accordance with CERCLA, 40 U.S.C. §9601 et seq., and NEPA 42 U.S.C. § 4321 et seq., the Trustees identified and evaluated each proposed restoration alternative in the draft RP/EA for various criteria, such as cost effectiveness and potential to harm the environment. The restoration alternatives outlined specifically addressed natural resources injured and ecological services lost from the ASARCO Mining Company in Jasper County. Among the alternatives presented in the draft RP/EA, the Trustees identified Alternative 4 – Cow manure-based soil amendments and habitat restoration, as the Preferred Alternative, also referred to as the Proposed Action. The Trustees provided a 30-day public notice and comment period as well as a public meeting to facilitate public input on the proposed restoration alternative and the draft RP/EA. The document was finalized in July 2018.

Through implementation of Alternative 4 (the Preferred Alternative), and after a Request for Proposal process, the municipality of Webb City received funding from the Trustees to purchase parcels from willing sellers, totaling approximately 889 acres, to be eventually developed as a city park. Much of the land had been remediated by EPA, which resulted in soils depleted of organic matter and nutrient holding capacity and repositories that capped consolidated mine waste. Therefore, as part of the city park development project and in accordance with Alternative 4 in the Cardinal Valley RP/EA, compost was applied to the degraded soils and the land has been subsequently managed as prairie or wetland/riparian habitat, as described in the RP/EA. These restored lands were afforded protection through a perpetual conservation easement, and ecological monitoring is currently being conducted by the Trustees. The monitoring being conducted by the Trustees was paid for through project funds and articulated in the Cardinal Valley RP/EA in Section 5.1 Monitoring Framework. The monitoring obligation is further described in a cooperative agreement between the Trustees and Webb City. The current cooperative agreement will expire in June 2023.

Costs associated with the stewardship, administration and restoration maintenance activities were contemplated but not specifically identified in the RP/EA. The RP/EA, within Section 6.0 Budget and Timeline, did provide that the remainder of funds outside of acquisition and initial restoration “*will be spent on restoration design, permitting, project operation and maintenance, and monitoring, as well as capped land restoration and aquatic restoration.*” The discussion and analysis of restoration alternatives in the Cardinal Valley RP/EA is incorporated by reference herein.

MPF lands- MDNR and MPF Agreement Per The SPRRP

In March 2011, the Trustees published the draft Springfield Plateau Regional Restoration Plan (SPRRP) for review and public comment. As part of the restoration planning process and in accordance with CERCLA, 40 U.S.C. §9601 et seq., and NEPA 42 U.S.C. § 4321 et seq., the Trustees identified and evaluated each proposed restoration alternative in the draft RP/EA. The restoration alternatives outlined specifically addressed natural resources injured and ecological services lost from the Asarco Mining Company in Jasper and Newton Counties. Among the alternatives presented in Section 3 Restoration Alternatives of the draft RP/EA, the Trustees identified Alternative D: Tiered Project Selection Process Evaluating the Feasibility of Primary Restoration, Compensatory Restoration, and Acquisition of Equivalent Resources. To ensure that the public had ample opportunity to provide comments on the

SPRRP, the Trustees accepted comments on the draft RP/EA for 45 days and held public meetings during this time to facilitate understanding of the draft plan.

A Request for Proposals was subsequently advertised in July 2013 and an award for acquiring compensatory land from willing sellers was given to the MPF. MPF has acquired and restored/enhanced 367 acres as of January 2023 in accordance with their agreement with MDNR dated August 27, 2014. This agreement did state that *“Additional funding for maintenance may be provided through an amendment to this Agreement.”* The Trustees intend to amend the Agreement referenced herein to provide additional funding for long term stewardship, monitoring and maintenance of the habitat acquisition and restoration project identified and evaluated in the SPRRP and subsequent restoration implementing processes. Public opportunities to provide input will be provided, as appropriate.

MPF Lands- Joplin Parks RP

In June 2019, the Trustees published a draft RP proposing activities that will restore native prairie vegetation in currently mowed areas of Joplin Parks to create migratory bird habitat. As part of the restoration planning process in accordance with CERCLA, 40 U.S.C. §9601 et seq., the Trustees identified and evaluated each proposed restoration alternative within Section 2.0 Alternatives Considered, in the draft RP. The funds for this project are derived from the “Settlement Agreement Regarding EaglePicher Holdings, Inc. et al” approved on August 13, 2012. The Trustees identified Alternative 2 – Restoration of Park Land as the preferred alternative. To comply with the statutory and regulatory processes, the Trustees held a public meeting on July 1, 2019 at the City of Joplin Council meeting, opened a comment period for 30 days, and later approved the RP.

Approximately 54 acres within the Joplin parks system are managed for wildlife habitat and a diversity of plant species and are protected through an MOU with the City of Joplin and MPF until 2029. Costs associated with the stewardship, administration and restoration maintenance activities were contemplated but not specifically addressed in the RP. The discussion and analysis of restoration alternatives in the Joplin Parks RP is incorporated by reference herein.

1.2 Amendment

The Trustees hereby amend the relevant Restoration Plans and Agreement to carry out their intent to fund their work as well as the work of third parties for 25 years of stewardship, monitoring and maintenance costs associated with the restoration areas identified above. The Trustees anticipate that this funding will cost approximately \$3,400,000 of the jointly recovered funds from the Asarco bankruptcy (\$3,240,000) and EaglePicher (\$160,000) settlements over 25 years. The Trustees may revisit this proposal and amendments to ensure the cost-effectiveness of the expenditure of funds. The Trustees intend to develop a Trustee Council Resolution documenting the long-term maintenance funding intent. Pursuant to the appropriate instrument (e.g., a cooperative agreement), the Trustees intend for this funding to be released on a 5-year basis with at least annual reviews which will include cost documentation and accounting of expenditures provided to Trustees. The Trustees may, at their discretion and with Trustee consensus, choose to renew the 5-year expenditures for another 5 years thereafter. Any revenue derived from sustainable practices such as haying and seed sales on these restoration areas shall be used to augment and/or offset the long-term stewardship, monitoring and maintenance funds proposed to be expended.

The following estimates the restoration amounts associated with each organization and the types of activities covered. Actual funding needs may change with time due to inflation or unforeseen circumstances. Approximately \$850,000 of the funds will be used for maintenance of the 421 acres of MPF lands, while approximately \$2,400,000 will be used for the maintenance of 889 acres of Webb City lands. MPF lands are cheaper to maintain because the majority of the acres are remnant prairies that require less management and monitoring. Restoration costs are calculated with a 4% inflation rate¹ over 25 years, such that \$100 in 2023 becomes \$267 in 2048.

Type of organization funded	Activities to be funded	Amount
Trustees	Effectiveness monitoring: breeding bird surveys, pollinator surveys, vegetation monitoring, and soil health monitoring, decreasing in frequency as time goes on. Administrative: correspondence, easement inquiries, contracting, special restoration issues.	\$172,000 monitoring/admin \$172,000 Total
3 rd party partner	Restoration maintenance activities: mowing, burning, spraying, seeding/planting, wetland water manipulation, additional compost if needed	\$2,381,000 to Webb City, \$845,000 to MPF \$3,226,000 Total

After 25 years of restoration maintenance, there will still likely be a need to inspect the easements on lands owned by MPF and Webb City. These areas have perpetual easements that are held by the DNR. The Trustees will consider allocation of funding for DNR staff to monitor restoration areas after 2048, if warranted and as appropriate in accordance with applicable law.

Monitoring of restoration sites allows the Trustees to assess the results of land management and make adjustments, if needed. In the restoration phase of the Webb City project, staff monitored vegetation during the fall. During 2024-2026, staff will monitor vegetation in both the spring and fall to find the relationship between the two metrics, and then transition to spring-only monitoring so that both vegetation and bird monitoring can be accomplished during the same outing in the future. Bee monitoring and soil sampling take relatively little time in the field and can be accomplished while doing the plant monitoring. The lands managed by MPF have been monitored by MPF during the restoration phase, and this will be continued through the maintenance phase. MPF monitors vegetation every 5 years on all of their areas, and will submit these reports to the Trustees.

¹ The 4% inflation used is the average inflation rate experienced by Webb City over the last 15 years.

Webb City monitoring schedule				MPF land (including Joplin Parks) monitoring schedule
Year	Bird monitoring	Plant monitoring	Soil Health and Bee monitoring	Plant monitoring
2023	x	x	x	
2024	x	x	x	
2025	x	x	x	
2026	x	x	x	
2027	x	x	x	
2028	x	x	x	x
2029		x	x	
2030	x			
2031		x	x	
2032	x			
2033		x	x	x
2034	x			
2035				
2036		x	x	
2037				
2038	x			x
2039				
2040				
2041		x	x	
2042				
2043	x			x
2044				
2045				
2046		x	x	
2047				
2048	x			x

1.3 Public Participation

Public participation and review are an integral part of the restoration planning process. The Draft Amendment to the Cardinal Valley RP/EA, SPRRP, and Joplin Parks RP was open for comment for 30 days from April 20, 2023 to May 20, 2023. The public was notified by emails to interested parties, as well as publishing the open comment period on the Trustees’ websites. The Trustees received no comments. No significant revisions to the draft RP were made.

Exhibit D Estimated Expenses

Agreed-upon proposal															contingency materials for 30% failure					
Starting Year (June)	Employee expenses							Equipment, supplies							NPRDA exposure share	contingency materials for 30% failure				
	Salary	Insurance	FICA	LAGERS	VOYA	work comp	cell phone	truck	Clothing	Vehicle Expenses (oil - Fuel and Oil)	Misc. Equipment Expenses	Herbicides	Supplies-Pratt	Cost		acres	total			
																	Compost 160 dry tons/ac or 190 cu yds/ac	\$950	45	\$42,750
2023	\$5,000.00	\$8,043.00	\$4,208.00	\$1,700.00	\$650.00	\$2,629.00	\$650.00	0	\$300.00	\$1,500.00	\$8,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$53,240.00					
2024	\$7,200.00	\$8,364.72	\$4,376.32	\$8,008.00	\$676.00	\$2,734.16	\$676.00	0	\$312.00	\$1,560.00	\$8,320.00	\$1,040.00	\$1,040.00	\$2,080.00	\$55,369.60	1st agreement expenses, supplies:	Lime, 3 dry	\$16.00	90	\$1,440
2025	\$5,408.00	\$6,689.31	\$4,551.97	\$8,328.32	\$703.04	\$2,843.53	\$703.04		\$324.48	\$1,622.40	\$8,652.80	\$1,081.60	\$1,081.60	\$2,163.20	\$57,584.38	\$288,365.01	Hauling and dumping compost 190 yds/ac up to 5 mi	\$950	90	\$85,500
2026	\$6,867.52	\$9,047.28	\$4,733.43	\$8,661.45	\$731.16	\$2,957.27	\$731.16		\$337.46	\$1,687.30	\$8,988.31	\$1,124.86	\$1,124.86	\$2,249.73	\$59,887.76					
2027	\$6,242.22	\$9,409.17	\$4,922.76	\$9,007.91	\$760.41	\$3,075.56	\$760.41		\$350.96	\$1,754.78	\$9,358.87	\$1,163.86	\$1,163.86	\$2,339.72	\$62,283.27					
2028	\$6,935.91	\$9,785.54	\$5,119.68	\$9,368.23	\$790.82	\$3,198.58	\$790.82		\$365.00	\$1,824.98	\$9,733.22	\$1,216.65	\$1,216.65	\$2,433.31	\$64,774.60					
2029	\$6,532.55	\$10,176.96	\$5,324.46	\$9,742.96	\$822.46	\$3,326.52	\$822.46		\$379.60	\$1,897.98	\$10,122.55	\$1,265.32	\$1,265.32	\$2,530.64	\$67,365.58	2nd agreement expenses, supplies:				
2030	\$7,376.25	\$10,594.04	\$5,537.44	\$10,132.67	\$855.36	\$3,459.58	\$855.36		\$394.78	\$1,973.90	\$10,527.45	\$1,315.93	\$1,315.93	\$2,631.86	\$70,060.21	\$350,840.13				
2031	\$7,271.30	\$11,007.40	\$5,758.94	\$10,537.88	\$889.57	\$3,597.97	\$889.57		\$410.57	\$2,052.85	\$10,948.55	\$1,368.57	\$1,368.57	\$2,737.14	\$72,862.62					
2032	\$7,282.15	\$11,447.70	\$5,988.30	\$10,959.50	\$925.15	\$3,741.83	\$925.15		\$426.93	\$2,134.37	\$11,386.43	\$1,423.31	\$1,423.31	\$2,846.62	\$75,777.12					
2033	\$8,143.44	\$11,905.60	\$6,228.87	\$11,397.88	\$962.16	\$3,891.56	\$962.16		\$444.07	\$2,220.37	\$11,841.95	\$1,480.24	\$1,480.24	\$2,960.49	\$78,808.21					
2034	\$8,669.97	\$12,381.63	\$6,478.02	\$11,853.80	\$1,000.65	\$4,047.22	\$1,000.65		\$461.84	\$2,309.18	\$12,315.63	\$1,539.45	\$1,539.45	\$3,078.91	\$81,960.53	3rd agreement expenses, supplies:				
2035	\$8,056.77	\$12,877.10	\$6,737.14	\$12,327.95	\$1,040.67	\$4,209.11	\$1,040.67	35000	\$480.31	\$2,401.55	\$12,808.26	\$1,601.03	\$1,601.03	\$3,202.06	\$120,238.96	\$461,850.66				
2036	\$9,157.04	\$13,392.19	\$7,006.63	\$12,821.07	\$1,082.30	\$4,377.48	\$1,082.30		\$499.52	\$2,497.61	\$13,320.59	\$1,665.07	\$1,665.07	\$3,330.15	\$88,648.51					
2037	\$9,242.20	\$13,927.87	\$7,286.89	\$13,333.31	\$1,125.59	\$4,552.58	\$1,125.59		\$519.50	\$2,597.51	\$13,853.41	\$1,731.68	\$1,731.68	\$3,463.35	\$92,194.45					
2038	\$9,051.89	\$14,494.99	\$7,578.37	\$13,867.26	\$1,170.61	\$4,734.68	\$1,170.61		\$540.28	\$2,701.42	\$14,407.55	\$1,800.94	\$1,800.94	\$3,601.89	\$95,882.23	4th agreement expenses, supplies:				
2039	\$10,013.97	\$15,064.33	\$7,881.51	\$14,421.36	\$1,217.44	\$4,924.07	\$1,217.44		\$561.89	\$2,809.47	\$14,983.85	\$1,872.98	\$1,872.98	\$3,745.96	\$99,717.52	\$519,329.10				
2040	\$10,134.53	\$15,666.96	\$8,196.77	\$14,998.83	\$1,266.14	\$5,121.03	\$1,266.14		\$584.37	\$2,921.85	\$15,583.20	\$1,947.90	\$1,947.90	\$3,895.80	\$103,706.22					
2041	\$11,419.91	\$16,293.64	\$8,524.64	\$15,598.79	\$1,316.78	\$5,325.87	\$1,316.78		\$607.74	\$3,038.72	\$16,206.53	\$2,025.82	\$2,025.82	\$4,051.63	\$107,854.47					
2042	\$11,876.70	\$16,945.39	\$8,865.62	\$16,222.74	\$1,369.45	\$5,538.91	\$1,369.45		\$632.05	\$3,160.27	\$16,854.79	\$2,106.85	\$2,106.85	\$4,213.70	\$112,168.65					
2043	\$12,011.77	\$17,623.20	\$9,220.25	\$16,871.65	\$1,424.23	\$5,760.46	\$1,424.23		\$657.34	\$3,286.68	\$17,528.99	\$2,191.12	\$2,191.12	\$4,382.25	\$116,655.40	5th agreement expenses, supplies:				
2044	\$12,532.24	\$18,328.13	\$9,593.06	\$17,546.51	\$1,481.20	\$5,990.68	\$1,481.20		\$683.63	\$3,418.15	\$18,230.14	\$2,278.77	\$2,278.77	\$4,557.54	\$121,321.61	\$631,843.25				
2045	\$13,045.53	\$19,061.26	\$9,972.62	\$18,248.37	\$1,540.45	\$6,230.52	\$1,540.45		\$710.98	\$3,554.88	\$18,959.35	\$2,369.92	\$2,369.92	\$4,739.84	\$126,174.48					
2046	\$13,553.35	\$19,823.71	\$10,371.52	\$18,978.31	\$1,602.07	\$6,479.74	\$1,602.07		\$739.41	\$3,697.07	\$19,717.72	\$2,464.72	\$2,464.72	\$4,929.43	\$131,221.46					
2047	\$14,038.13	\$20,616.66	\$10,786.38	\$19,737.44	\$1,666.15	\$6,738.93	\$1,666.15		\$768.99	\$3,844.96	\$20,506.43	\$2,563.30	\$2,563.30	\$5,126.61	\$136,470.31					
	\$2,290,524.96	\$334,958.04	\$175,245.98	\$320,673.49	\$27,069.84	\$109,487.09	\$27,069.84		\$35,000.00	\$12,499.77	\$62,468.86	\$333,167.27	\$41,645.91	\$41,645.91	\$83,291.82					
																grand tot				\$2,381,918.16

1st agreement grand total \$418,055.01

Council Report

City of Webb City

MoDOT SW Coalition
Grant Award &
Equipment Purchase
August 14, 2023

SUBJECT:

Allow the police department to accept a grant award in the amount of \$6,700.00 from the Missouri Department of Transportation – Show Me Zero Safer Roadways Program.

Allow the police department to purchase four dual antenna radar units with the funds awarded from the Missouri Department of Transportation – Show Me Zero Safer Roadways Program.

BACKGROUND:

In June 2023 I applied for grant funding through the Missouri Department of Transportation – Show Me Zero Safer Roadways Program for four dual antenna radar units.

In August 2023 I was notified we were awarded funding of our application to purchase two portable speed signs at a total award of \$6,700.00.

RECOMMENDATION:

Allow the police department to accept a grant award in the amount of \$6,700.00 from the Missouri Department of Transportation – Show Me Zero Safer Roadways Program.

Allow the police department to purchase four dual antenna radar units using City procurement procedures.

FISCAL IMPACT:

NONE: the Missouri Department of Transportation – Show Me Zero Safer Roadways Program grant award should fully fund the purchase of four dual antenna radar units at a cost of \$6,700.00. Any additional funds for this purchase will come from budget line item #46105 – Grant Matching Funds.

Prepared By:
Donald E. Melton
Chief of Police

Reviewed By:
Carl Francis
City Administrator

Reviewed By:
Kim DeMoss
City Clerk

Reviewed By:
Tracy Craig
City Financial Officer

Don Melton

From: Dorothy J. Halbrook <Dorothy.Halbrook@modot.mo.gov>
Sent: Thursday, July 13, 2023 3:10 PM
To: Don Melton
Cc: SWMOCcoalition
Subject: Webb City Police Department - SW MCRS Grant Information for FY2024

This will serve as formal notification that the Southwest Missouri Coalition for Roadway Safety (SW MCRS) has completed its review of grant applications for the program year.

The following projects have been approved:

<u>Grant Title</u>	<u>Requested</u>	<u>Granted</u>
4 Dual Antenna Radar Units	\$6,700.00	\$6,700.00

We will be sending contracts and vouchers out soon for your approved projects. Please remember that contracts will need to be approved prior to any spending. If you have any questions, please contact the SW MCRS at (417) 829-8062.

Thank you,

Dorothy Halbrook

Senior Traffic Studies Specialist

Missouri Department of Transportation

Southwest District

3025 E. Kearney Street, Springfield, MO 65803

c: 417.307.3743

e: dorothy.halbrook@modot.mo.gov

w: www.modot.org/sw

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 01/22 (GH)
Modified: 07/23 (DH)

Award name/number: BPC-SW-D9-Z
Award year: 2024

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SHOW ME ZERO PROGRAM AGREEMENT**

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

City of **Webb City Police Department** a municipal corporation in the State of Missouri (hereinafter, "City"); OR

County of _____ (hereinafter referred to as "County"); OR

Department of _____, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

_____, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

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

(1) **PURPOSE**: The Commission has authorized State Road Funds to be used to support regional Show Me Zero activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) **ACTIVITY**: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Show Me Zero Program:

4 Dual Antenna Radar Units

(3) **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, 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.

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.

(4) COMMISSION REPRESENTATIVE: This 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.

(6) NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to the City 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.*).

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

(8) 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.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City 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 City.

(10) 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 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.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Show Me Zero activities shall only be available for reimbursement of eligible costs which have been incurred by City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than **six thousand seven hundred** dollars (**\$6,700.00**) for this Show Me Zero safety project.

(12) USE OF FUNDS: Any employee of City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of City participates in activities prohibited by the Hatch Act, City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and 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 or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) 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.

(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(16) 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 City.

(17) 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.

[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 on _____ (DATE).

Executed by the Commission on _____ (DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

WEBB CITY POLICE DEPARTMENT

By _____

Title: District Traffic Engineer

Title _____

By _____

Title _____

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No _____

*Note: If agency is a County with a county commission form of government, 3 signatures are required.