

## **AGENDA**

### **I. Call to Order**

### **II. Pledge of Allegiance**

### **III. Approval of the Agenda**

### **IV. Regular Business**

- A. First and Second Reading for Approval of Ordinance No. 9132: An Ordinance of the City Council Withdrawing the Call for the Election in the City of Monett, Missouri, Withdrawing the submission of the Question "Shall a Commission be Chosen to Frame a Charter", and Withdrawing the Request to Elect Thirteen (13) Commissioners for the Charter Commission and Authorizing the City Clerk to Give Such Notice of Withdrawing Said Election to the County Clerks of Barry and Lawrence County
- B. Discussion: Monett Main Street Request to Realign Funds in the Amount of \$25,000
- C. Discussion: Budget FY 2026-2027
- D. Discussion: Airport Commission Appointments
- E. Discussion: Chapter 353 Corporation Appointments
- F. Discussion: Pool Contract between the City of Monett and the YMCA
- G. Discussion: Fire Station #3 Memorandum of Understanding (MOU)
- H. Discussion: Updates Provided by City Engineer Kevin Sprenkle Regarding Current City Projects
- I. Discussion: Financing of the New Fire Ladder Truck
- J. Discussion: Fire Cost Recovery
- K. Discussion: Business License Process

### **V. Closed Session Notice: Council will convene into closed session pursuant to Section 610.021, RSMo., Subsections (1), (2), and (3) to discuss legal matters, real estate, and personnel matters.**

### **VI. Adjournment**

**AN ORDINANCE OF THE CITY COUNCIL WITHDRAWING THE CALL FOR THE ELECTION IN THE CITY OF MONETT, MISSOURI, WITHDRAWING THE SUBMISSION OF THE QUESTION “SHALL A COMMISSION BE CHOSEN TO FRAME A CHARTER”, AND WITHDRAWING THE REQUEST TO ELECT THIRTEEN (13) COMMISSIONERS FOR THE CHARTER COMMISSION AND AUTHORIZING THE CITY CLERK TO GIVE SUCH NOTICE OF WITHDRAWING SAID ELECTION TO THE COUNTY CLERKS OF BARRY AND LAWRENCE COUNTY.**

**WHEREAS**, pursuant to Chapter 115 and Chapter 122 of the Missouri Revised Statutes, municipalities are authorized to conduct elections for local offices and local issues including the question, “Shall a commission be chosen to frame a Charter?” and electing the Charter Commissioners, and said chapters outline the procedures and requirements for such elections; and

**WHEREAS**, pursuant to Ordinance Number 9099, on October 14, 2025, the Council approved the placement on the ballot on April 7, 2026, the question, “Shall a commission be chosen to frame a Charter?” and electing the Charter Commissioners; and

**WHEREAS**, of the City of Monett in Barry and Lawrence County, Missouri, can initiate the process of becoming a constitutional charter city by submitting the question to the voters, “**Shall a Commission be chosen to frame a charter?**”; and

**WHEREAS**, the City inhabitants must also select 13 commissioners for the Charter Commission to draft a potential Charter to be presented to the voters; and

**WHEREAS**, candidates for the commission for the charter were nominated by petition signed by not less than two percent of the qualified electors voting at the next preceding city election (Sixty-eight total registered voters), and filed with the election body or official at least thirty days prior to the election; and

**WHEREAS**, the City decided to initiate the process of becoming a constitutional charter city by submitting the question to the voters, “**Shall a Commission be chosen to frame a charter?**” and submitting the list of candidates for the charter commission; and

**WHEREAS**, for the proper election process to provide realistic deadlines to allow for printing and preparation for election, the City set, in compliance with Chapter 115 of the Revised Statutes of Missouri, timelines for completion of filing of candidates to be between December 7, 2025, and December 30, 2025; and

**WHEREAS**, the City of Monett, Missouri only had 11 confirmed candidates for the 13 Charter Commissioner positions; and

**WHEREAS**, the deadline to notify the Clerks of Barry and Lawrence County of the names for the ballot for charter commissioners is Tuesday, January 27, 2026; and

**WHEREAS**, pursuant to §78.220 of the Missouri Revised Statutes and §110.300 of the Code of the City of Monett, Missouri, ordinances do not go into effect until ten days after passage except when it is for the immediate preservation of the public peace, health or safety and contains a statement of its urgency and is passed by a two-thirds (2/3) vote of the council; and

**WHEREAS**, the Council has determined that it is for the public peace, health and safety of the City of Monett to pass this Ordinance so as not to violate the law by failing to notify the Clerks of Barry and Lawrence County that the City is no longer pursuing the prior authorized Charter initiative for the April 2026 election; and

**WHEREAS**, there will be confusion, damage to reputation, and lack of transparency to fail to include the statement of urgency for the withdrawal of the election initiative in Ordinance Number 9099; and

**WHEREAS**, the Council declares there is urgency in the immediate passage of this Ordinance to withdraw the Charter ballot issues to timely notify the Clerks of Barry and Lawrence County which is for the public peace, health and/or safety of the City of Monett; and

**WHEREAS**, in consideration for the need for a clear indication that the City of Monett, Missouri, is ready for consideration of drafting a Charter, the City Council feels there needs to be at least 13 candidates filing for the position of the Charter Commissioner positions; and

**WHEREAS**, the City of Monett, Missouri seeks to ensure transparency, fairness, and compliance with applicable state and local laws in the upcoming municipal election; and

**WHEREAS**, the Council for the City of Monett, Missouri, has decided not to submit the question “Shall a Commission be chosen to frame a charter?” since there were an insufficient number of petitions for candidate for the Commission; and

**WHEREAS**, The Council for the City of Monett, Missouri will wait to see if next year there is more interest in the Charter process.

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

**Section 1:** The annual City election shall **NOT** be held on April 7, 2026, as provided by Missouri Revised Statutes with the polling places, judges, and clerks, as may be provided by the County Clerks, as the same is now set forth by the Missouri Revised Statutes.

**Section 2:** The City of Monett, Missouri, is hereby withdrawing the authorization and directed not to give notice of said election to the County Clerks of Barry and Lawrence County.

**Section 3:** The City of Monett, Missouri, may again consider the question of “Shall a Commission be chosen to frame a charter?” along with petitions for charter commissioners next year to see if there is sufficient interest.

**Section 4:** The Council has determined and declares that this statement of urgency of immediate passage of this Ordinance with an immediate effective date for the public peace, health and safety of the City of Monett, Missouri to avoid violation of the law by failing to notify the Clerks of Barry and Lawrence County that the City is no longer pursuing the prior authorized Charter initiative for the April 2026 election so as to avoid confusion, damage to reputation, and lack of transparency by failing to include the withdrawal of the election initiative previously approved and authorized by Ordinance Number 9099.

**Section 5: Savings Clause.** Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action occurred or existed, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between this ordinance and any other law, regulation or ordinance, the more restrictive shall apply.

**Section 6: Severability Clause.** If any Section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have adopted the ordinance and each Section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more Sections, subsections, sentences, clauses, or phrases be declared invalid.

**Section 7:** This Ordinance shall be in full force and effect from and after the date of its passage by the Council.

Whereupon a roll call vote was taken:

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT,  
MISSOURI, THIS \_\_\_\_\_ DAY OF JANUARY 22, 2026.

\_\_\_\_\_  
James R. Burke, Mayor

ATTEST:

\_\_\_\_\_  
Kelley McMillan, City Clerk



Mayor and City Commissioners,

On behalf of Monett Main Street, I would like to thank you for your continued support of downtown revitalization efforts and for your partnership in preserving and enhancing the assets that define our community.

We are writing to respectfully request a realignment of funds in the amount of \$25,000 to be applied toward the necessary roof repair of the Freedom Silo. This request pertains specifically to the *second* round of previously approved additional funding.

To clarify our intent and planning, the first \$25,000 in additional funding has already been earmarked by Monett Main Street for required grant match opportunities. We fully intend to utilize those funds in the near future as part of grant-supported projects that will directly benefit the downtown district.

The estimated total cost of the Freedom Silo roof repair is approximately \$75,000–\$80,000. Through private fundraising efforts, Monett Main Street has secured \$25,000 in donations toward this project, demonstrating strong community support. We respectfully request the reallocation of the second \$25,000 budgeted to Monett Main Street and ask the City to consider funding the remaining portion of the project so this important repair can be completed without delay.

The Freedom Silo has become a recognizable landmark and point of pride for Monett. Addressing the roof repair at this time is a proactive step to protect the structure, preserve the investment already made, and prevent more significant and costly issues in the future.

We appreciate your consideration of this request and your ongoing commitment to the success of Monett's downtown. We would be happy to provide any additional information or discuss this request further at your convenience.

Thank you for your time, support, and service to our community.

Sincerely,

Alyssa Vaughn  
President, Monett Main Street



**Mayor and City Commissioners**

January 19, 2026

This is a follow up letter to Alyssa Vaughn's letter to the Council dtd 1/5/26.

Main Street has requested the City take over all maintenance responsibilities of the Silo, including the roof replacement project currently in progress.

I will first attempt to piece together the history of the Silo, and both the City's and Main Street's involvement. This information is sketchy at best since the City's Manager, the entire City Council, and the leadership of Main Street and the Monett Chamber of Commerce have all changed at least once from the beginning of this project until today. I communicated just recently with Dennis Pyle (past City Manager) and Jeff Meridith (past Chamber Director) to help put the pieces together.

Here is a loose timeline of events:

- The Silo was purchased by the City for \$5000 prior to 2017
- In the 2017/18 time frame the Council by resolution leased the Silo to Main Street for the sole purpose of painting the current mural on the structure. No one can find a copy of this lease, but I would ask if Council minutes are available from then to produce a copy.
- The iconic eagle was painted by muralist, Rain Clodfelter, for a cost of approximately \$15,000. This was paid for by Main Street.
- Lighting was added to the Silo by Main Street in 2020 according to Thad Hood
- The need for roof repairs became apparent soon after. HHR Contractors (Thad Hood) did some preliminary roof demolition that was paid for by Main Street (around \$5,000).
- Main Street received a bid from a local Mennonite contractor to replace the roof for approximately \$18,000. Since this quote did not include any engineering, the City offered the services of Kevin Sprenkle, City Engineer, to look at the best structural solution. Kevin's analysis included both a wood and steel roof approach. The Council's preference was the steel roof because this would be a long-term fix. Shortly after, Steel Tech (Monett) offered to fabricate the steel roof design at no cost to Main Street
- It appears Main Street did accept the responsibility to move forward with steel roof repair. This cannot be documented, but our Main Street budget for the next couple years did include a \$27,000 line item for Silo roof repair.
- All seemed well while Main Street waited for the Steel Tech donated roof to be fabricated. Unfortunately, the Steel Tech pledge has taken 3 – 4 years to work through their design, scheduling and shop system. During that time Main Street lost track of the true over all cost of the steel roof repair



The total cost to complete the steel roof is now estimated to be: \$70,000

- \$58,690. Demo of the remaining existing roof; and, erection and welding of new structure in place. This quote provided is from CDI. CDI is owned by Lindell Campbell, the brother of Arlon Campbell, the owner of Steel Tech.
- \$16,423. Up to 8 – six hours days of crane services to demo the old and install the new roof. Quote provided by Ozark Crane

Main Street does not have these resources available. We quite frankly did not expect the demo, erection and welding cost. We assumed incorrectly that this might also be donated. In retrospect, Main Street had no basis to make this assumption.

In the interim, Main Street has attempted to seek donations. To date we have a total of \$30,000 of pledged cash donations from four different individuals and companies. We have explored grant opportunities but do not see any prospects at this time. The value of the fabricated steel roof donated by Steel Tech is estimated to be worth \$37,500.

Main Street's 1/5/26 letter and this addendum requests:

1. The City assumes maintenance responsibility for the Silo which is owned and has always been owned by the City.
2. Specifically, the City will demo the existing roof, provide crane services, and contract with CDI to erect and weld in place the fabricated roof structure donated by Steel Tech.
3. Main Street will provided Steel Tech with a charitable donation for \$37,500 and pay the first \$30,000 of invoices using the cash donations received to date.
4. Main Street, per the 1/5/26 letter, is requesting the City to reallocate to the roof project the second \$25,000 potentially budgeted in this fiscal year to Main Street

Sincerely,

Robert E. Berger  
Vice President, Monett Main Stree



P.O. Box 516  
Brookline, MO 65619  
417-866-0606  
417-866-0607  
billing@cdi.build  
www.cdi.build

# Proposal

12/02/2025

Monett Main Street  
PO Box 62  
Monett, MO 65708

RE: Proposal for “Freedom Tower

Dear Monett Main Street group,

Thank you for considering CDI Steel Inc. as your potential partner for Freedom Tower. We are excited to present our proposal, which has been tailored to meet the unique needs and specifications of this project.

Our team at CDI Steel Inc. has put in great effort to analyze and understand the project requirements in detail. We are confident that our proposed solution will not only meet your expectations but will exceed them.

Please find attached our comprehensive proposal, which includes a detailed scope of work to be performed in a realistic project timeline, competitive pricing, and our terms and conditions. We hope that this proposal showcases our expertise and dedication to delivering exceptional services.

Should you have any questions or require further information, we are always available to provide assistance. We appreciate the opportunity to be considered for this project and look forward to the possibility of working with you.

Sincerely,  
Lindell Campbell,  
President,  
CDI Steel Inc.



 P.O. Box 516  
 Brookline, MO 65619  
 417-866-0606  
 417-866-0607  
 [billing@cdi.build](mailto:billing@cdi.build)  
 [www.cdi.build](http://www.cdi.build)

# Proposal

This proposal is prepared for "Freedom Tower"

Location: - Monet, MO.

Tax is excluded & no bid bond.

## Scope of Work: -

- **Demo & Install of Silo structure**

Demolition of existing roof and roof structure of silo.

Supply labor for erection/welding of new structure.

### Notes:

1. Dumpsters, construction fencing, portable toilet and crane/operator and riggers are by others.
2. Estimated days of crane for the demo is (2) days. Estimated days of crane use for erection/welding is (3-4).

- **Certifications and Insurance:**

We hold all necessary licenses and certifications required for performing proposed scope of work.

Our company maintains comprehensive liability insurance coverage to protect against any unforeseen incidents.

We believe that our expertise, attention to detail, and commitment to customer satisfaction make us the ideal subcontractor for your project requirements. We look forward to the opportunity to contribute to the success of Freedom Tower. If you have any questions or require further information, please feel free to contact us.

**Pricing: \$58,690.00**



P.O. Box 516  
Brookline, MO 65619  
417-866-0606  
417-866-0607  
billing@cdi.build  
www.cdi.build

# Proposal

## CLARIFICATIONS/EXCLUSIONS:

1. Excluded items include but not limited to: - Access ladders, attic framing, ceilings, firewalls, fall arrest system, field painting, foundation design, grout, gutter strainers, HVAC units, interior walls, leveling plates, lightning protection, louvers, masonry anchors, masonry walls, metal studs, mechanical platforms, hanger doors, O.H. doors, permits and fees, pipe bollards, roof drains, roof curbs, roof insulation, roof seaming tools, roof walkways / catwalks, sales tax, sitework, snow retention devices, soffit, SMANCA (detailing & fabrication), special colors, special inspections, special material prep, special primers, stairs and handrails, suspended equipment mounts/seismic sway braces, TPO insulation or roofing, temporary lightings, vapor barriers, ventilators, indoor doors/hardware, wall lights, wall insulation and windows.
2. Furnish of all material is excluded by CDI Steel Inc.
3. A.I.S.C. certifications, B.I.M. model/coordination and structural steel engineering is excluded.
4. Any testing cost, liquidated damages are by excluded.
5. Furnish or install of any structural steel is excluded.
6. Furnish and install of RTU curbs, RTU's or any other roof penetrations is excluded. Caulking of any roof penetrations made by other trades, is excluded.
7. Precast concrete treads & nosings, Rebar/Mesh are excluded.
8. CDI Steel Inc. will not be responsible for concrete cracks if any occur from erection on cured slab. Cranes must have full slab access.
9. Offloading of PEMB material is included in the base price. However, if the project is not ready to start at the time of delivery, a re-mobilization fee will be charged to the customer.
10. CDI Steel Inc. requires stable ground conditions in areas where heavy erection is required for our scope of work. This is crucial to prevent damage to underground utilities, equipment and to safely lift heavy loads. Standing water on job site in sub-grade column connections must be pumped out prior to erection in flooded areas.
11. If CDI Steel Inc. is required to work in unstable or wet conditions, any damage caused to job site, equipment by performing our standard work practices, includes removal of stuck erection equipment, will be responsibility of others / GC.
12. CDI Steel Inc. requires at least 5000 sq. ft. of gravel laydown area for PEMB material storage around the job site and easy access to the jobsite.
13. CDI Steel Inc. needs slab on grade complete before we arrive.
14. Any special inspection shall be contracted/scheduled/paid for by others.
15. Minimum site access of 75' required. Lay-down yard must be no more than 250 ft away from work site.



P.O. Box 516  
Brookline, MO 65619  
417-866-0606  
417-866-0607  
billing@cdi.build  
www.cdi.build

# Proposal

16. Furnish and install of anchor bolts / anchor rods is excluded.
17. Storefront, stack doors, all interior doors and OHD are excluded.
18. Door frames, window frames, doors and windows are excluded.
19. Any drywall, insulation, wood framing or in-fill wall insulation is excluded.
20. CDI Steel Inc. will not assume responsibility for rectifying any work that may result from errors committed by other trades.
21. Temporary power (not generator), toilets and Dumpster to be provided by others. (Must be one toilet per ten men on site).
22. Any work that falls outside the purview of the "scope of work" mentioned above shall be deemed excluded from this proposal.
23. All materials, after being delivered to the jobsite, are to be protected by others.
24. This quotation is valid for a period of 30 days.
25. The quote is based on a 6-person crew and a 40-hour work week. No overtime is included.
26. If customer requires equipment belly diapers and/or tire covers, they will be billed at cost plus 10%.
27. Any work outside of the stated scope will be performed only after issuing a change order.
28. Notice to owner/GC: Failure of this contractor to pay those persons supplying material and/or services to complete this contract can result in filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, RSMO. To avoid this result, you may ask this contractor for "lien waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice. Any credit card payment will be subject to a 3.5% convenience fee. In the event payment is not made as promised upon completion of the project and CDI Steel, Inc is required to hire an attorney to collect the monies due pursuant to this agreement, owner/contractor/ signer shall be liable for all costs of collection including reasonable attorney's fees.
29. \*\*In the event that the project is not awarded within the 30-day period, CDI Steel Inc. retains the right to reassess and modify the cost of the quotation. Please be advised that any unforeseen material price escalation that may arise will not be the responsibility of CDI Steel Inc. Such an increase in cost will be communicated to the client and will be billed at the cost of the increment.

Please do not hesitate to contact us if you have any queries or concerns. We remain at your disposal at all times and are committed to providing our clients with exceptional services.



 P.O. Box 516  
 Brookline, MO 65619  
 417-866-0606  
 417-866-0607  
 [billing@cdi.build](mailto:billing@cdi.build)  
 [www.cdi.build](http://www.cdi.build)

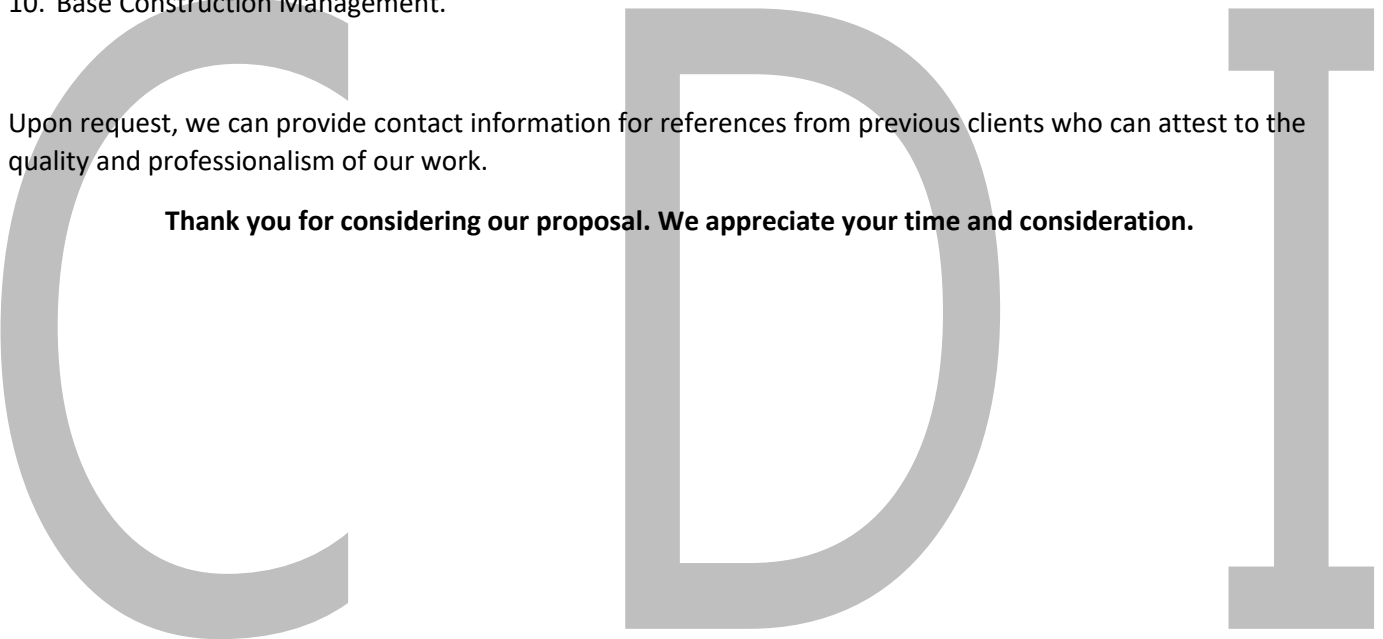
# Proposal

**References:**

1. Finley Construction LLC.
2. Killian Construction Co.
3. M.W. Builders
4. Eoff & Associates
5. J.W. Ellis Company
6. Snyder Construction Group
7. The Weitz Company LLC
8. O’ Reiley Build LLC
9. Branco Enterprise Inc.
10. Base Construction Management.

Upon request, we can provide contact information for references from previous clients who can attest to the quality and professionalism of our work.

**Thank you for considering our proposal. We appreciate your time and consideration.**



**PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF MONETT, MISSOURI AND  
THE MONETT MAIN STREET, INCORPORATED AGREEMENT**

**THIS AGREEMENT**, made as of this date, \_\_\_\_\_, between the City of Monett, a municipal corporation (City), and Monett Main Street, Incorporated (Main Street), a Missouri non-profit corporation.

**WHEREAS**, municipalities in Missouri are authorized by Section 70.220 RSMO to contract and cooperate with any private person, firm, association or corporation for the planning, development, or operation of a common service provided that the subject and purposes of any such contract or cooperative action is within the scope of the powers of such municipality; and

**WHEREAS**, the City of Monett has authority to undertake such actions and provide such services as are necessary to provide for and promote the public health, safety, and general welfare of the City and its citizens; and

**WHEREAS**, the City desires to provide certain services and programs as outlined in this Agreement that serve and promote the public health, safety, and general welfare of the City and its citizens; and

**WHEREAS**, the City of Monett recognizes the value of a thriving Main Street in the heart of the City; and

**WHEREAS**, the City of Monett encourages development, revitalization, preservation, and beautification of the historic downtown district; and

**WHEREAS**, Monett Main Street, Incorporated is an organized to encourage development, revitalization, preservation, and beautification of the historic downtown district; and

**WHEREAS**, it is in the best interests of the City to continue to partner with Monett Main Street, Incorporated to invest in the economic development to support and advance opportunities for the City in its downtown area; and

**WHEREAS**, Monett Main Street, Incorporated shall use the funds for the economic development in the City's heart, the historic downtown area; and

**WHEREAS**, the heart of the City is the historic downtown and its economic stability and enhancement through grants is essential for the public health, safety and welfare; and

**WHEREAS**, Monett Main Street, Incorporated is and has been a verified IRC Section 501(c)(3) dedicated to supporting a thriving downtown in Monett through revitalization and preservation for the irreplaceable heart of the City; and

**WHEREAS**, the City want to authorize expenditure of the City's general funds to Monett Main Street, Incorporated for expenses incurred for economic development of the historic downtown, such funds not in any case to exceed fifty thousand dollars (\$50,000).

**NOW, THEREFORE,** for the consideration herein expressed, the City agrees to commit fifty thousand dollars (50,000.00) for economic development with Main Street.

1. **SERVICES AND PROGRAM.** Main Street shall provide the services and programs, identified in Exhibit A, for economic development in the historic downtown area.
2. **PAYMENT.** The City shall pay an amount not to exceed Fifty Thousand Dollars and no cents (\$50,000.00) to Main Street for the services noted on Exhibit A as “City Funded” to be performed by Main Street during the term of the Agreement. The City shall deliver to Main Street a memorandum detailing the specific funding source, funding amount, and allowable uses of the funds for the services to be provided. Upon approval by Main Street, funds may be deposited by the City with Main Street and utilized only for the stated purposes. In addition to the payment by the City to Main Street for the services, the City shall provide general administrative staff assistance to Main Street from time-to-time as additional consideration for Main Street providing the services and programs identified in Exhibit A.
3. **RELATIONSHIP OF THE PARTIES.** This Agreement does not create a joint venture, partnership or any other relationship between the parties. It is the express purpose of this Agreement to memorialize a one time, non-renewable conveyance of funds from the City of Monett to Main Street for the economic development of the historic downtown.
4. **LIABILITY AND INDEMNITY.** The parties mutually agree to the following:
  - a. In no event shall the City be liable to Main Street for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this Agreement.
  - b. Main Street shall defend, indemnify, and hold the City harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are caused by, associated with or in any way connected to the economic development of the historic downtown and/or any entities or individuals associated with or participating in the economic development of the historic downtown. Main Street further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Agreement to the Main Street.
5. **INSURANCE.** Main Street shall procure and maintain all insurance (if applicable) to satisfy requirements, and to protect the City from any liability exposure resulting from any activities funded by this Agreement.
6. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date above and shall end March 31, 2026
7. **TERMINATION OF AGREEMENT.** The parties mutually agree to the following:
  - a. Termination for breach. Failure of Main Street to fulfill their obligations under this Agreement in a timely and satisfactory manner shall constitute a breach of the Agreement, and the City shall thereupon have the right to immediately terminate the Agreement. The City shall give written notice of termination to Main Street by U.S. mail or by hand delivering a copy of the same. City shall be refunded the full amount of all monies paid by the City in the event that City terminated

this Agreement. Main Street shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Agreement.

- b. Right to terminate in the absence of breach. The City may terminate this Agreement for any reason, by serving notice of intent to terminate upon Main Street by the means specified in the preceding paragraph. Such notice shall specify the date of termination, but in no event shall the City terminate the Agreement under this provision upon less than thirty (30) days' notice to Main Street.
- c. Surviving Terms. Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this Agreement.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

**9. RECORDS.** Main Street shall maintain records documenting the services provided pursuant to this Agreement, including an itemization of the work performed and an accounting of funds expended. A copy of said records shall be provided to the City by Main Street, upon request by the City.

**10. SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**11. CONSENT.** In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

**12. NOTICE.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

City of Monett  
Attn: City Administrator  
217 5<sup>th</sup> Street  
Monett, MO 65708

Monett Main Street, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
Monett, MO 65708

**13. ATTORNEY'S FEE.** The parties agree that if the enforcement of this Agreement is turned over to an attorney, the prevailing party shall be entitled to have their reasonable attorney's fee paid by the other party.

**14. VENUE.** The parties agree that venue of any claims, disputes, causes of action, and suits concerning or arising out of the terms, conditions, provisions, obligations, requirements or duties of either party under this Agreement shall be the Circuit Court of Barry County, Missouri.

**15. COMPLIANCE WITH LAWS.** Main Street shall comply with all applicable state and federal laws and City ordinances in providing the services pursuant to this Agreement.



EXHIBIT A



# MEMORANDUM

**TO:** Monett Main Street, Incorporated

**FROM:** City of Monett, Missouri

**SUBJECT:** Details of the Public Service Agreement by and Between the City of Monett, Missouri and Monett Main Street, Incorporated, Agreement

**DATE:** \_\_\_\_\_, 2025

Upon execution of the Public Service Agreement between the City of Monett, Missouri (City) and Monett Main Street, Incorporated (Main Street), the City will disburse a total of Fifty Thousand Dollars (\$50,000.00) from its general fund to support the services outlined in the Agreement.

The funds shall be distributed in two installments:

- The first installment of \$25,000 shall be issued upon signing this Memorandum of Understanding.
- The second installment of \$25,000 shall be issued six months from the date of the agreement, contingent upon City Council review of Main Street’s financial records to verify that the initial funds were spent in accordance with the Agreement. If no documentation is provided no additional funds shall be given.

The funds shall be used to support the economic development of Monett’s historic downtown area. Use of funds are limited to providing matching funds for economic development grants and covering the cost of training for Main Street staff through Missouri Main Street programs.

**CITY OF MONETT, MISSOURI**

**MONETT MAIN STREET, INC.**

\_\_\_\_\_  
James R. Burke  
Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

City Clerk

RESOLUTION 8165


A RESOLUTION AUTHORIZING AGREEMENT WITH  
MONETT MAIN STREET INCORPORATED

Whereas, the City of Monett City Council deems it necessary and in the interest of the City for the promotion of the general economic, historical and cultural welfare of the City to enter into an agreement with Monett Main Street Incorporated, whose mission is to promote downtown Monett.


Therefore, be it resolved by the Council as follows:

Section One: The City of Monett City Council hereby authorizes the execution of an agreement between the City of Monett and Monett Main Street Incorporated. A copy of the agreement detailing the terms associated with the agreement is attached hereto and made a part hereof.

This resolution is approved this 20 day of September 2012.

  
James Orr, Mayor

Attest:

  
Janie Knight, City Clerk

**AGREEMENT BETWEEN THE CITY OF MONETT, MISSOURI AND MONETT MAIN STREET, INCORPORATED**

This agreement, made and entered into this 20th day of September, 2012, is by and between the City of Monett ("CITY"), a municipal corporation, and Monett Main Street, Inc. ("MAIN STREET"), a Missouri non-profit corporation.

WITNESSETH

WHEREAS, Monett Main Street, Inc. was created to assist the City in developing a public-private effort to revitalize downtown Monett; and

WHEREAS, the vision of Monett Main Street is a thriving downtown that offers a variety of business, educational, and recreational services with opportunities for entertainment that entices people to live and work here; and

WHEREAS, the mission of Monett Main Street is to promote downtown Monett as the activity center for the community that encourages the development of business and education, staging of special events that highlight the area's culture and history, and the development of parks so that downtown becomes a social gathering place; and

WHEREAS, Monett Main Street desires that the historical integrity of downtown be maintained for all landmarks and buildings that are deemed to be historically significant; and

WHEREAS, the Monett City Council has determined that it is in the best interests of the City, and important to the promotion of the general economic, historical, and cultural welfare of the City, to allocate proceeds from the City's general revenue or any other appropriate source of funds as compensation to Monett Main Street for the performance of services pursuant to this agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Main Street agree as follows:

I. SCOPE OF SERVICES

Monett Main Street will provide the following services:

- A. Organization – provide unified management and coordination for downtown Monett.
- B. Marketing and Promotion – continue to develop and update a consistent promotion and advertising program for downtown Monett.
- C. Design – continue to initiate and develop volunteer design proposals for building facades, signage, lighting, landscape, and the overall aesthetic look of downtown Monett.

D. Economic Restructuring – continue to strengthen the existing economic assets of downtown Monett while diversifying its economic base, including recruiting new businesses, marketing empty space, and strengthening the management capabilities of downtown merchants.

II. TERM

The original term of this agreement shall be retroactive to May 1, 2012 to March 31, 2013. This agreement shall automatically renew each year thereafter for an additional one year term from April 1 to March 31 each year, unless the agreement is terminated as provided herein.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Main Street for the services provided in an amount not to exceed \$25,000.00 annually as determined by the City Council, payable in four (4) equal installments coinciding with the City's fiscal year. All compensation for the services provided herein is subject to annual appropriation by the City. Main Street shall spend said sums in accordance with the approved Main Street budget, which shall be submitted annually to the City immediately following its adoption.

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

Main Street shall permit an authorized representative of the City to inspect and audit all data and records of Main Street related to their performance under this agreement.

V. SUBCONTRACTS

Main Street and the City hereby agree that this agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the agreement.

VI. REPRESENTATION ON BOARD OF DIRECTORS

The Monett Main Street Board of Directors has been created to oversee the operation of the Main Street organization. According to the By-Laws of Monett Main Street, there shall be no less than six (6) nor more than twelve (12) directors. It is agreed that the City will possess two voting positions on the Board of Directors. The City representatives shall be selected by the City Council from the following positions: Mayor, City Commissioner, or City Administrator.

VII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

VIII. CONFLICT OF INTEREST

No member of the City Council, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this

agreement pertains shall have any personal interest, direct or indirect, in the agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

IX. INDEPENDENT CONTRACTOR

Main Street is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the services provided for herein as an independent contractor.

- X. Main Street shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from an act, error, omission, or intentional act of Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with operations expressly authorized herein; provided, however, that Main Street need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents.

The City agrees to indemnify, release, defend, become responsible for and forever hold harmless Main Street, Inc., its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions in the Missouri Sovereign Immunity Statute, from and against all lawsuits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from an act, error, omission, or intentional act of the City or its agents, employees, or subcontractors, arising out of or in any way connected with operations expressly authorized herein; provided, however, that the City need not save harmless Main Street, Inc. from claims, demands, losses and expenses arising out of the sole negligence of Main Street, Inc., its employees or agents.

In the event Main Street shall at any time during the terms of this agreement organize, host, sponsor or otherwise establish any public event as a part of its performance of its obligations herein, it shall provide proof to the City, prior to such event, of property/casualty insurance coverage, in an amount as agreed upon by the parties. Such insurance policy shall name the City as an additional loss payee and proof of said coverage shall be provided to the City upon demand.

XI. TERMINATION OF CONTRACT

This agreement may be terminated at any time by written, mutual agreement of all parties. In addition, the City shall have the right, at its option, to terminate this agreement and be free of all obligations hereunder in the event that it no longer serves the best interests of the City and its citizens as determined by the City Council.

XII. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

Mayor  
P.O. Box 110  
217 5<sup>th</sup> Street  
Monett, MO 65708

Notice to Main Street shall be addressed to:

President  
Monett Main Street, Inc.  
P.O. Box 110  
Monett, MO 65708

XIII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this agreement, whenever both the City and Main Street mutually agree, changes to this agreement may be effected by placing them in written form and incorporating them into this agreement as an amendment.

XIV. SEVERABILITY

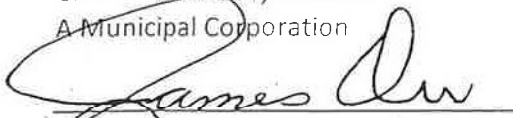
It is mutually agreed that in case any provision of this agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this agreement shall remain in full force and effect.

XV. ENTIRE AGREEMENT

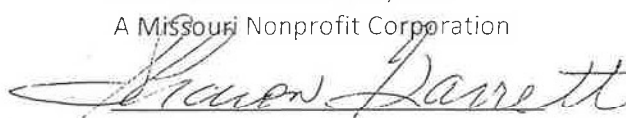
This agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CITY OF MONETT, MISSOURI  
A Municipal Corporation

  
MAYOR

MONETT MAIN STREET, INC.  
A Missouri Nonprofit Corporation

  
PRESIDENT

ATTEST:

CITY CLERK

Handwritten signature of Jamie Krueger in cursive script, written over a horizontal line.

ATTEST:

SECRETARY

Handwritten signature of Dennis L. [unclear] in cursive script, written over a horizontal line.



James R. Burke, Mayor  
Ken Gaspar, Commissioner • Darren Indovina, Commissioner  
Mickey Ary, City Administrator

[www.monettmo.gov](http://www.monettmo.gov)  
217 Fifth Street • Monett, Missouri 65708  
(417) 235-3763

## Staff Report

**To:** Mayor & Commissioner

**From:** City Administrator

**Date:** January 22, 2026

**Re:** Reallocation request for Monett Main Street funding provided by the City of Monett

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### GENERAL INFORMATION

The grain silo located at 745 Front Street Monett is 130-year-old structure. In 2020 a local artist painted the silo causing the name Freedom Silo to be adopted. The Freedom Silo was featured in the Harley Davidson nation publication entitled *10 Rides for '23*.

The project to replace the roof on the silo has been a joint effort between the City of Monett and Monett Main Street. Roof materials are being donated by a Monett based business. The implementation of the roof will require a structural welder due to the height of the silo. It will also require crane services.

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### PROPOSAL

The President of the Board for Monett Main Street has sent a letter of request to the City Council. The request is to realign funding that was provided to Monett Main Street by the City of Monett. The Public Service Agreement calls for two \$25,000 installments for the purpose of grant matching.

Monett Main Street has requested an opportunity to present to the City Council.

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### RECOMMENDATION

City Staff has no formal opinion on the matter. Staff have provided materials for the City Council to consider.

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### ATTACHMENTS

- Request letter from Monett Main Street.
- Cost estimate for structural welder
- Cost estimate for crane services
- Original formation agreement



- Public Service Agreement establishing funding
- Copy of page featuring the Freedom Silo in Harley Davidson *10 Rides for '23*



James R. Burke, Mayor  
Ken Gaspar, Commissioner • Darren Indovina, Commissioner  
Mickey Ary, City Administrator

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(417) 235-3763

## Staff Report

**To:** Mayor & Commissioner

**From:** City Administrator

**Date:** January 22, 2026

**Re:** Mayoral appointments for review of the City Council

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### GENERAL INFORMATION

City Code calls for the Mayor to bring appointments to the Council for approval of boards, commissions, and committees. The City Council is in process of creating ordinances for the formation of Chapter 353 Corporation and for the Airport Commission. Both have varying roles according to the charters governing the groups.

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### PROPOSAL

The purpose today is for City Council to review the Mayoral appointments for the Chapter 353 and the Airport Commission prior to seeking formal approval.

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### RECOMMENDATION

Chapter 353 Corporation:

- Jim Randall
- Ada Noriega
- Tammy Graham
- Scott Thrasher
- Elsa

Airport Commission:

- Ken Gaspar – City Council Commissioner
- Brian Hunter – industrial/commercial
- Mark Noriega – member of the Monett Economic Development Committee
- Derek Stokes – tenant in good standing
- Madeline Miller – financial institution



- Gary Schad – Barry County
- \_\_\_\_\_ - Lawrence County

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## ATTACHMENTS

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N/A

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT, MISSOURI TO APPROVE MEMBERS OF THE MONETT REGIONAL AIRPORT COMMISSION FOR MONETT, MISSOURI.**

**WHEREAS**, the City of Monett owns and operates the Monett Regional Airport under the authority of the Monett City Council; and

**WHEREAS**, the Monett Regional Airport is under the direction of the Airport Manager serving as an employee of the City of Monett; and

**WHEREAS**, the City recognizes the benefits of advisement from community leaders in regards to the carrying out of the Airport Master Plan; and

**WHEREAS**, the City encourages the collaboration of community and county leadership to the optimal operations of the Monett Regional Airport.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, OF THE CITY OF MONETT, MISSOURI AS FOLLOWS:**

SECTION ONE: The City shall appoint seven members to the Airport Commission.

SECTION TWO: The Airport Commission shall serve in an advisory role in accordance to City Ordinance and the Airport Commission Charter as approved by the City Council.

SECTION THREE: The Mayor has appointed and the Council has approved the following individuals upon execution of this resolution to serve as the members of the Airport Commission for the City of Monett.

- Ken Gaspar – City Commissioner
- Brian Hunter – Monett industry/commercial business
- Mark Noriega – Member of the Monett Economic Development Committee
- Will Boswell – Tenant as the Monett Regional Airport
- Madeline Miller – Monett financial institution
- Gary Schad – Barry County
- TBD by County Commissioners - Lawrence County

Whereupon a roll call vote was taken:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Passed and approved this 12th day of February, 2026

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James R. Burke, Mayor

ATTEST:

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Kelley McMillan, City Clerk

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT, MISSOURI TO APPROVE MEMBERS OF THE CHAPTER 353 CORPORATION FOR MONETT, MISSOURI.**

**WHEREAS**, the City of Monett City Council has approved the use of Chapter 353 for the revitalization of the historic downtown district as outlined in the Chapter 353 guidelines; and

**WHEREAS**, the usage of Chapter 353 requires the formation of a corporation for review and approval of projects which qualify based on the Chapter 353 guidelines; and

**WHEREAS**, the City Code calls for the Mayor to appoint and the City Council to approve the members of boards and commissions; and

**WHEREAS**, the City encourages involvement of the citizens of Monett to serve for the betterment of the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, OF THE CITY OF MONETT, MISSOURI AS FOLLOWS:**

SECTION ONE: The City shall appoint five members to the Chapter 353 Corporation.

SECTION TWO: The members of the Chapter 353 Corporation shall serve in accordance with City Ordinance and State Statutes governing Chapter 353.

SECTION THREE: The Mayor has appointed and the Council has approved the following individuals upon execution of this resolution to serve as the members of the Chapter 353 Corporation for the City of Monett downtown revitalization.

- Jim Randall
- Ada Noriega
- Scott Thrasher
- Elsa Porras
- Tammy Graham

Whereupon a roll call vote was taken:

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Passed and approved this 12th day of February, 2026

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James R. Burke, Mayor

ATTEST:

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Kelley McMillan, City Clerk



James R. Burke, Mayor  
Ken Gaspar, Commissioner • Darren Indovina, Commissioner  
Mickey Ary, City Administrator

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## Staff Report

**To:** Mayor & Commissioner

**From:** City Administrator

**Date:** January 22, 2026

**Re:** Swimming pool agreement between The Monett YMCA and the City of Monett

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### GENERAL INFORMATION

The YMCA and City of Monett have a partnership agreement for the operations of the outdoor pool located at 115 South Lincoln Avenue Monett, Missouri. The current agreement specifies the cost share and the general operations of the pool.

The City Administrator and the City Park Superintendent met with the YMCA Executive Director on Monday January 19, 2026, to review proposed changes being offered by the YMCA.

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### PROPOSAL

The proposed changes to the agreement are in the Council Packet marked in red. The economics of the agreement are included. A summary of the worksheet used by the YMCA is included.

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### RECOMMENDATION

Work with the YMCA to continue a partnership relationship for the operation of the outdoor pool located at the YMCA facility.

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### ATTACHMENTS

- YMCA Pool Contract
- Monett Aquatic Center FY26

**RECREATION SERVICES AGREEMENT  
OUTDOOR POOL FACILITY OPERATIONS & MANAGEMENT  
MONETT, MISSOURI**

THIS AGREEMENT, dated January 9<sup>th</sup>, 2026, is entered into by and between the City of Monett, Missouri (hereinafter, "City") and the Ozarks Regional YMCA, a 501(c)(3) not-for-profit corporation (hereinafter "YMCA").

Witnesseth:

Whereas it is the purpose of the City to provide, in the most efficient and effective manner, recreational facilities and programs for the residents of the City. The City believes that the scope and effectiveness of its programs can be improved by associating with the YMCA in order to utilize its training, experience and resources. The purpose of this Agreement is to outline the terms of an extension of a cooperative arrangement between the parties that is designed to increase, improve and enhance the City's recreation programs at its currently existing outdoor pool facility; and

Whereas, the YMCA has demonstrated its expertise in organizing, supervising, operating and funding efficient and effective community-based recreational programs at swimming pool facilities;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. Undertakings of the City:

1. The city will continue to provide use of the Monett Aquatics Center (MAC) so that recreation programs may continue under the management of the YMCA.
2. The city will continue to provide the YMCA possession and control of the City's outdoor pool facilities. However, YMCA's possession shall not exclude the City from entry upon and use of the same, but the YMCA shall have the exclusive right to operate recreational programs at such facilities and shall have the exclusive right to possession of the facilities as against all parties other than the City.
3. The city will, at its expense, provide electricity, sewer and water services and general maintenance for the Monett Aquatics Center in the manner that the same are now provided.
4. The city will repair or provide for the repair and maintenance of the pool and pool equipment unless such repairs are necessitated by the failure of the YMCA to properly utilize the same.
5. The city will maintain the natural grass/turf areas inside the aquatic center and will paint and/or touch up the inside of the pool including lane lines yearly prior to filling.
6. Subject to limitations imposed by laws regarding commitment of City resources, the City will provide the following payment to the YMCA for the support of its Aquatics Center management and programs associated therewith:

2026 Summer Season: \$106,002.00

(a) In the event that, the pool becomes non-operational at the determination of the City, the City shall be under no obligation to pay the agreed amount for that year or any subsequent year that the facility remains closed, except that, if the pool becomes non-operational during the season, the amount shall be determined by calculating the number of days since the opening of the pool season divided by eighty (80) days. This number shall then be multiplied by the contracted sum for that year to determine the amount owed for that year. If the City has already made payment to the YMCA, the YMCA shall reimburse the City the pro-rata share as calculated above within thirty (30) days of the closing of the facility.

7. The YMCA shall receive all revenues from the recreational activities which it operates.
8. The City shall maintain adequate insurance for all City facilities as required by law.

SECTION 2. Undertakings of the YMCA:

1. The YMCA shall operate and direct all recreation programs currently being offered and shall do so according to the YMCA philosophy.
2. The YMCA shall pay all operating costs not assumed by the City in this agreement.
3. The YMCA shall provide financial assistance to youth program participants in cases of demonstrated need.
4. The YMCA shall responsibly utilize the equipment and facilities provided by the City and shall promptly notify the City of any maintenance or custodial needs.
5. The YMCA shall provide appropriate staffing for all existing and future programs.
6. The YMCA shall provide satisfactory evidence to the City that it maintains appropriate insurance for its activities, including worker's compensation insurance for its employees.
7. The YMCA shall indemnify and hold the City harmless for injury to its employees, agents or to others occasioned by acts of its agents and employees in the operation of its programs.
8. The YMCA shall account to the City for its receipts and disbursements upon request by the City.
9. The YMCA shall, at their own expense, obtain a policy of liability insurance in the amount of two million dollars (\$2,000,000.00) protecting the City from any claim of any person or persons whomsoever arising out of the use of the City's pool under management of the YMCA. The YMCA shall provide proof of such insurance to the City Clerk.

SECTION 3. Mutual Understandings:

1. This agreement shall be for the 2026 summer outdoor pool season.

2. The YMCA shall pay up to **\$15,000** for the 2026 season to purchase chemicals for the Aquatic Center. At the end of the season, the City of Monett will be presented with all receipts and will make up any remaining balance. All remaining chemicals purchased for the outdoor pool will stay onsite and sealed for the following summer season. Chemical might be ordered ahead of time in bulk to save in cost.
  
3. Daily admission prices for the pool shall be \$8.00 for an individual, \$30 for a family of four or \$36.00 for a family of up to six people.
  
4. The pool shall be in operation, beginning the weekend prior to Memorial Day through August 16, 2026, and shall have the following operating hours: Monday through Friday from 1:00 p.m. to 6:00 p.m., Saturdays from 1:00 p.m. to 8:00 p.m., and Sundays from 1:00 p.m. to 5:00 p.m., weather permitting. Once Monett School District is back in session, August 19-September 1, the pool will only operate on the weekends. In an effort to make the pool more accessible to the community, the YMCA shall offer half-price entry fees every Saturday between 6:00 p.m. and 8:00 p.m. The YMCA may, in its discretion and judgment, extend such season and/or hours of operation so long as the same does not increase the amount paid by the City as described in Section 1, Paragraph 6.
  
5. In the event of any structural changes or major features being added to the existing pool, major enhancements of play features, a change in the minimum wage that would apply to pool staff, or any other cause that would significantly change the cost to operate and manage the facility, the parties reserve the right to renegotiate the terms of this agreement or terminate the same. This provision may be invoked by either party sending sixty (60) days written notice to the other of its intent to renegotiate or terminate. Said notice shall include a general description of the new features or changes that have led that party to believe such renegotiation or termination is necessary.
  
6. This document contains the entire agreement of the parties. Neither party has made representations to the other which expand or contradict its terms.

OZARKS REGIONAL YMCA

CITY OF MONETT, MISSOURI

Sr. VP of Operations:

By: \_\_\_\_\_

Megan McCormick:

\_\_\_\_\_

VP of Facilities and Property:

Brandon Gammill

\_\_\_\_\_

Attest: \_\_\_\_\_

## 2026 Monett Aquatic Center

| <u>Revenue</u>                | <u>2026</u>          |
|-------------------------------|----------------------|
| Gate                          | \$ 24,000.00         |
| Parties                       | \$ 5,000.00          |
| Concession Stand Sales        | \$ 13,800.00         |
| <b>Total Revenue</b>          | <b>\$ 42,800.00</b>  |
| <b><u>EXPENSES</u></b>        |                      |
| Lifeguards Time (10 guards)   | \$ 89,100.00         |
| Lead Guards Time (1 lead )    | \$ 7,400.00          |
| Concession Stand Labor (2)    | \$ 15,600.00         |
| FICA, Work Comp               | \$ 8,500.00          |
| Concession Stand Resale Items | \$ 7,200.00          |
| Sling                         | \$ 250.00            |
| Pool Manager Time             | \$ 4,600.00          |
| Chemicals                     | \$ 15,000.00         |
| Liability Insurance           | \$ 1,152.00          |
| <b>Total Expense</b>          | <b>\$ 148,802.00</b> |
| Income Subtotal               | \$ (106,002.00)      |
| NEW Contract Agreement        | \$ 106,002.00        |
| <b>TOTAL Variance</b>         | <b>\$ -</b>          |

## 2025 Monett Aquatic Center

| <u>Revenue</u>                | <u>2025</u>           | <u>2026</u>           |
|-------------------------------|-----------------------|-----------------------|
| Gate                          | \$ 23,344.00          | \$ 24,000.00          |
| Parties                       | \$ 4,614.90           | \$ 5,000.00           |
| Concession Stand Sales        | \$ 13,817.00          | \$ 13,800.00          |
| <b>Total Revenue</b>          | <b>\$ 41,775.90</b>   | <b>\$ 42,800.00</b>   |
| <b><u>EXPENSES</u></b>        |                       |                       |
| Lifeguards Time (10 guards)   | \$ 72,268.40          | \$ 89,100.00          |
| Lead Guards Time (1 lead )    | \$ 7,365.62           | \$ 7,400.00           |
| Concession Stand Labor (2)    | \$ 14,135.00          | \$ 15,600.00          |
| FICA, Work Comp               | \$ 7,173.00           | \$ 8,500.00           |
| Concession Stand Resale Items | \$ 6,871.73           | \$ 7,200.00           |
| Sling                         | \$ 221.43             | \$ 250.00             |
| Paint the Pool                | \$ 211.42             | \$ 300.00             |
| Pool Manager Time             | \$ 4,200.00           | \$ 4,600.00           |
| Chemicals                     | \$ 28,591.61          | \$ 30,000.00          |
| Liability Insurance           | \$ 1,152.00           | \$ 1,152.00           |
| <b>Total Expense</b>          | <b>\$ 142,190.21</b>  | <b>\$ 164,102.00</b>  |
| Income Subtotal               | \$ (100,414.31)       | \$ (121,302.00)       |
| Contract Agreement            | \$ 42,500.00          | \$ 42,500.00          |
| Pool Chemicals above \$15,000 | \$ 13,591.61          | \$ 14,000.00          |
| <b>TOTAL Variance</b>         | <b>\$ (44,322.70)</b> | <b>\$ (64,802.00)</b> |
|                               |                       | <b>\$ 107,300.00</b>  |

### NOTES:

Pool Open May 24-Aug 31

Weekdays - 72 days

Saturdays - 14

Sundays - 14

Weeks - 14 and 2 days

M-F - open 5 hrs

Sat open 7 hrs & Sun open 4 hrs

Lifeguard \$14.06 per hr

Lead guard - \$14.33 per hr

Concessions \$13.75 per hr

Pool Manager

\$20 per hr x 3 hrs per day x 5days

power washed pools

painted lines in pools

mowed grass and weedeated

managed pool chemicals

performed backwashes

moved lawn chairs in and out

managed water stability issues  
day to day operations  
Sling - scheduling app  
have to add more slots to  
accommodate outdoor guards



James R. Burke, Mayor  
Ken Gaspar, Commissioner • Darren Indovina, Commissioner  
Mickey Ary, City Administrator

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(417) 235-3763

## Staff Report

**To:** Mayor & Commissioner

**From:** City Administrator

**Date:** January 22, 2026

**Re:** Potential Fire Station #3

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### GENERAL INFORMATION

The Monett Fire Department commissioned a outside agency to conduct an operations study on the department. One of the items which came from the study is the lack of coverage in the Northern section of the city. With the expansion of subdivisions in the North part of the city the need will increase. The current response time to the North is greater than the response times of Station #1 and #2. The city had two locations that were potential locations for Fire Station #3. The first location offered challenges to access Highway 37 and some flooding concerns. The second location seems better suited for the station with access points and construction.

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### PROPOSAL

Enter into a Land Donation Agreement to secure the site for a Fire Station #3 for the City of Monett Fire Department.

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### RECOMMENDATION

Review of the Land Donation Agreement with the understanding the item will be presented with a resolution for approval on February 12, 2026.

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### ATTACHMENTS

- Land Donation Agreement

# LAND DONATION AGREEMENT

## I. PARTIES

This Land Donation Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

CITY OF MONETT, a municipal corporation organized and existing under the laws of the State of Missouri, with its principal place of business at 217 5th Street, Monett, MO 65708 (hereinafter referred to as the "City"),

and

\_\_\_\_\_, an individual residing at \_\_\_\_\_, Monett, Missouri (hereinafter referred to as the "Donor").

The City and Donor are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

## II. RECITALS

WHEREAS, Donor is the fee simple owner of certain real property consisting of approximately 3 acres located at (street address) in the North portion of the City of Monett, Missouri, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the City desires to construct and operate Fire Station #3 on the Property; and

WHEREAS, Donor desires to donate the Property to the City for the purpose of constructing and operating a Fire Station; and

WHEREAS, the Parties desire to set forth their understanding regarding the donation of the Property and the rights and obligations of the Parties with respect to such donation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## III. AGREEMENT

### 1. DONATION OF PROPERTY

1.1 Donation. Upon the terms, covenants and conditions herein set forth, Donor agrees to donate to City the Property and all improvements located thereon, and City agrees to accept the donation of the Property from Donor.

1.2 Condition of Property.

1.2.1 Property Information. Donor shall provide to City, within five (5) business days following the execution of this Agreement, copies of Donor's records related to the property and an environmental and geotechnical report with respect to the Property, if any are available. Donor's delivery of such documents shall not be deemed or construed as a representation or warranty with respect to the contents thereof.

1.2.2 City's Inspection Rights. From the Effective Date and for a period of **sixty (60) days** thereafter (the "Inspection Period"), City shall be provided with access to the Property and shall be permitted to inspect and examine the Property upon reasonable advance notice to Donor, subject in all cases to the provisions of this Agreement. Donor shall be entitled to have a representative present at all times while City or its representatives are physically on the Property. It is understood and agreed that City shall be responsible to perform such inspections and other examinations of the Property as City deems necessary or desirable (including, without limitation, any tests, studies, investigations, inspections and other examinations of physical and environmental conditions of the Property). All tests, studies, investigations, inspections and other examinations by City of the Property shall be conducted in a non-invasive manner. Donor expressly consents to City obtaining a Phase I Environmental Site Assessment with respect to the Property. City shall restore the Property to its original conditions promptly after completing each such test, study, investigation, inspection and other examination. City's foregoing agreement shall survive any termination of this Agreement and shall survive Closing and the delivery of the Warranty Deed at Closing.

1.2.3 City's Termination Right. If, during the Inspection Period, City determines, in City's sole and absolute discretion, that the Property is not suitable for City's intended use or any other reason, City may terminate this Agreement before the expiration of the Inspection Period by delivering written notice thereof to Donor.

### 1.3 Conveyance of Property.

1.3.1 Conveyance of Title. Donor shall convey to the City good and marketable fee simple title to the Property by general warranty deed, free and clear of all liens, encumbrances, and restrictions, except for those specifically set forth in this Agreement or otherwise accepted by the City in writing.

1.3.2 Title Insurance. The City may, at its sole cost and expense, obtain a commitment for an owner's policy of title insurance covering the Property. If the City elects to obtain such commitment, Donor shall cooperate with the City and the title company in connection therewith.

1.3.3 Survey. The City may, at its sole cost and expense, obtain a survey of the Property. If the City elects to obtain such survey, Donor shall provide reasonable access to the Property for the surveyor.

1.3.4 Closing. The consummation of the donation contemplated by this Agreement shall occur (the “Closing”) at the offices of the City of Monett, Monett, Missouri, or at such other place as the parties may mutually agree, on or before [REDACTED], 2026 (the “Closing Date”).

1.3.5 Donor’s Deliveries. At Closing, Donor shall execute, acknowledge (where necessary) and deliver to City, as appropriate, the following: (a) the Deed, subject to easements, conditions and restrictions of record; (b) such other documents and instruments as may be required to give effect to this Agreement or as may be reasonably requested by City in connection with the performance of Donor’s obligations hereunder; and (c) possession of the Property.

1.3.6 City’s Deliveries. City shall execute, acknowledge (where necessary) and deliver to Donor, such documents and instruments as may be reasonably required to give effect to this Agreement or as may be reasonably requested by the Donor to evidence City’s acceptance of the Property being conveyed at such Closing and the performance of City’s obligations hereunder.

1.3.7 Closing Costs. At Closing, Donor shall pay the filing fees regarding the release of any deeds of trust or other security documents relating to any existing loans being released on the Property. At Closing, City shall pay the charges and costs of obtaining the Title Policy, the recording and filing fees regarding the Deed and any other necessary documents, and any other fees and closing costs relating to the Closing (including the cost of any escrow or closing fees charged by the Title Company, if one is used). The Parties agree that the Donor shall be responsible for payment of real estate taxes through the date of Closing. All taxes shall be prorated as of Closing. Each party hereto shall be responsible for the payment of its respective attorneys’ fees and all other costs and expenses of any kind or nature incurred by such party in connection with this Agreement, the Closing or the Property.

1.4 Grading Plans. The donation of the Property is subject to the City's preparation and Donor's approval of grading plans for the Property. The City shall prepare grading plans for the Property and submit such plans to Donor for review and approval. Donor shall not unreasonably withhold, condition, or delay approval of such grading plans. If Donor does not approve the grading plans, Donor shall provide the City with specific objections in writing within **thirty (30) days** of receipt of the grading plans. The City shall then have **thirty (30) days** to revise the grading plans to address Donor's objections and resubmit the revised grading plans to Donor for approval.

## **2. REPRESENTATIONS AND WARRANTIES OF DONOR**

2.1 Authority. Donor has full power and authority to enter into this Agreement and to perform all obligations hereunder. The execution, delivery, and performance of this Agreement by Donor have

been duly authorized by all necessary action, and this Agreement constitutes the legal, valid, and binding obligation of Donor, enforceable against Donor in accordance with its terms.

2.2 Title to Property. Donor is the sole owner of fee simple title to the Property and has good and marketable title thereto, free and clear of all liens, encumbrances, and restrictions, except for those specifically set forth in this Agreement or otherwise accepted by the City in writing.

2.3 No Conflicts. The execution, delivery, and performance of this Agreement by Donor will not conflict with or result in a violation of any agreement, contract, law, rule, regulation, or court order to which Donor is a party or by which Donor or the Property is bound.

2.4 No Litigation. There is no pending or, to the best of Donor's knowledge, threatened litigation, proceeding, or investigation relating to the Property or that would prevent or impair Donor's ability to perform its obligations under this Agreement.

2.5 No Hazardous Materials. To the best of Donor's knowledge, there are no hazardous materials, substances, or wastes located on, in, or under the Property in violation of any applicable environmental laws.

2.6 No Leases. There are no leases, licenses, or other agreements granting any person or entity the right to use or occupy the Property or any portion thereof.

2.7 No Condemnation. There is no pending or, to the best of Donor's knowledge, threatened condemnation or similar proceeding affecting the Property or any portion thereof.

2.8 Authority. The City has full power and authority to enter into this Agreement and to perform all obligations hereunder. The execution, delivery, and performance of this Agreement by the City have been duly authorized by all necessary action, and this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms.

2.9 Survival. The representations and warranties set forth in this Section 2 shall survive the Closing.

### **3. INFRASTRUCTURE IMPROVEMENTS**

3.1 Infrastructure Improvements. The City agrees to make certain infrastructure improvements, as described herein, that will benefit both the Property and surrounding areas owned by Donor, which will help facilitate residential development and benefit the City.

3.2 Roadway Access. The City agrees to provide roadway access to the Property and to maintain such roadway in accordance with City standards.

3.3. Sewer Installation. The City agrees to install a sewer line to Donor's residence by \_\_\_\_\_, 20\_\_ (the "Sewer Installation Date"). The City shall be responsible for all costs associated with the installation of the sewer line, except as otherwise provided in this Agreement.

3.4 Grinder Pump. Donor agrees to provide electric service for the grinder pump to be installed by the City. The City agrees to maintain the grinder pump.

3.5 Utilities Easement. Donor hereby grants to the City a thirty-foot (30') wide utilities easement for electric and sewer services, as more particularly described and set forth in **Exhibit B** attached hereto and incorporated herein by reference (the "Utilities Easement"). The Utilities Easement shall be perpetual, permanent, and shall run with the land.

3.6 Access to Easement. The City shall have the right to access the Utilities Easement at all reasonable times for the purpose of installing, constructing, reconstructing, maintaining, repairing, and operating the utilities within the Utilities Easement.

3.7 Restoration of Property. The City agrees to restore the surface of the Property to its original condition, to the extent reasonably practicable, following any installation, construction, reconstruction, maintenance, repair, or operation of utilities within the Utilities Easement.

#### **4. ECONOMIC DEVELOPMENT AND PUBLIC BENEFIT**

4.1 Enhanced Services. The construction and operation of Fire Station #3 on the Property will provide enhanced fire protection services to the surrounding area, which will benefit both the residents of the City and Donor's remaining property.

4.2 Community Benefits. The Parties acknowledge that the donation of the Property and the construction and operation of Fire Station #3 will provide significant benefits to the community, including improved public safety and potential economic development opportunities.

#### **5. GENERAL PROVISIONS**

5.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns. This Agreement, and exhibits incorporated herein, shall transfer with any change of Donorship of the Property or any portion thereof.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

5.3 Amendment. This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule.

5.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

5.7 No Merger. The provisions of this Agreement obligating City or Donor past the closing date shall not merge with the deed conveying the Property to the City, and the provisions of this Agreement shall survive the closing of the donation of the Property.

5.8 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth below:

**City of Monett:**

City of Monett, Missouri  
Attention: City Administrator  
217 5th Street  
Monett, Missouri 65708  
Email: \_\_\_\_\_

**Property Donor:**

5.9 Further Assurances. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

5.10 Time of Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

5.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

5.12 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly

identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

5.13 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

5.14 Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

5.15 Attorneys' Fees, Court Costs, and Legal Expenses. In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Agreement each Party shall bear its own attorneys' fees, costs, and expenses incurred in such action, proceeding, or arbitration.

5.16 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

5.17 Effective Date. This Agreement becomes effective upon the signature of both parties and approval by the Monett City Council.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**CITY OF MONETT**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF MISSOURI )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument on behalf of the City of Monett, and acknowledged that he/she executed the same as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MISSOURI )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument on behalf of the City of Monett, and acknowledged that he/she executed the same as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY

[Insert legal description of the 3-acre property located in the North portion of the City of Monett]

**EXHIBIT B**

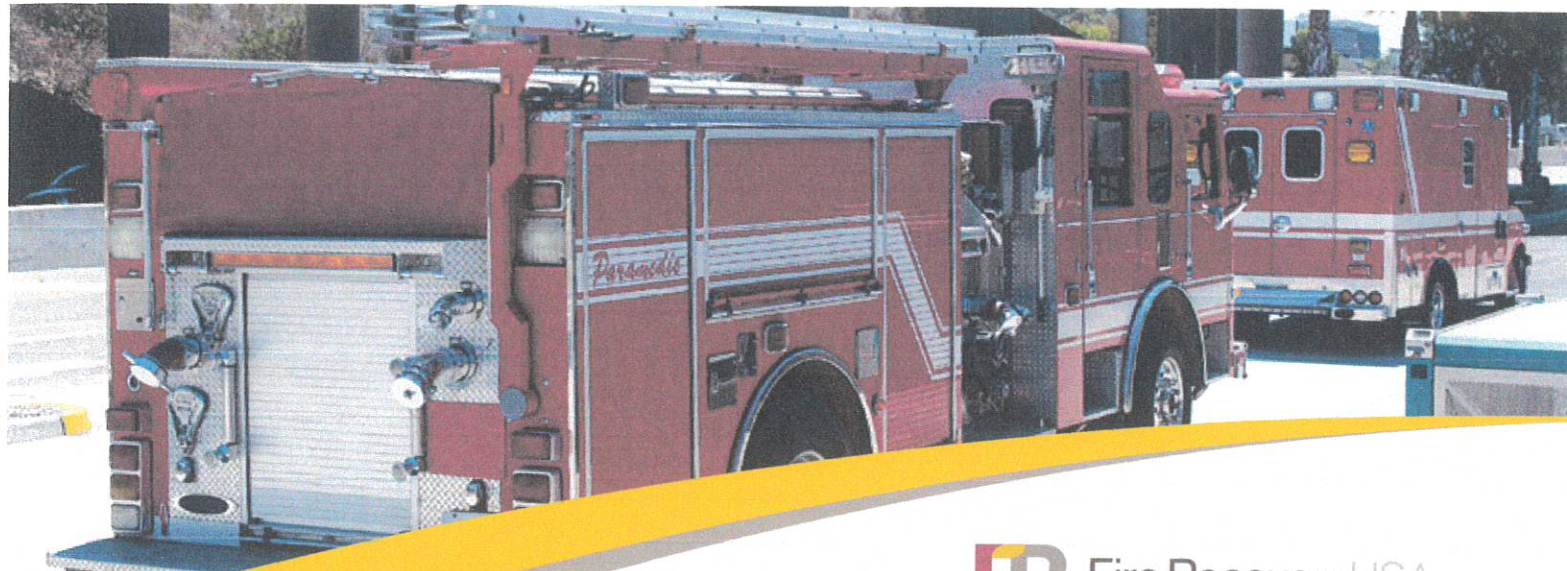
LEGAL DESCRIPTION OF THE UTILITIES EASEMENT

[Insert legal description of the thirty-foot (30') utilities easement for electric and sewer services]

**Monett, Project update**

**1/19/2026**

|   |  |   | Estimated Project Budget                 |  |                 |                 |                  |                       |                              |                  |
|---|--|---|--|--|-----------------|-----------------|------------------|-----------------------|------------------------------|------------------|
|   | Projects   | Comments  | Estimated Construction Cost              | Cost Share   | Grant Funds     | City Funds      | Expenses to Date | Other Funding Sources | Grant \$ Requested/ Received | Balance Grant \$ |
| 1   | Lowes Lane (Governor Cost Share)                               | As of Jan 16, all curg and guttering placed. Week of 1/19, working on placing dowels in C&G to PCCP, setting up tranverse dowel baskets. Pavement should be poured out by mid February, subject to weather.         | \$ 1,130,366.72                          | 50/50  | \$ 536,876.00   | \$ 593,490.72   | \$ 280,407.00    |                       | \$ 120,314.00                | \$ 416,562.00    |
| 2   | North Lowes Lane to clear the right of way.                    | stake existing RW, send out request for quote for clearing and burning, stump removal plus removal of existing wood shed.   | \$ 15,000.00                             |  |                 |                 |                  |                       |                              |                  |
| 3   | Connector Road – Highway 37 & H                                | Field Surveys, 90% complete, deliverables for survey info to project engineer by mid February   | \$ 1,308,719.50                          |  |                 |                 | \$ 10,691.00     |                       |                              |                  |
| 4   | Street Impr, 2230 east of Rte H                                | Field surveys, 75% complete, Prel plan late February 2026   | \$ 511,669.38                            |  |                 |                 |                  |                       |                              |                  |
| 5   | Central Avenue   | Acquistion of TCE and Utility easement in progress. Tree Removal scheduled for Feb 9 to 27, Rte 37 to have detour and closed to thur traffic during tree removal. City forces to perform tree removal and haul off. |  | MoDOT ? Funds for surfacing, waiting on letter from Frank Miller | TBD             |                 | \$ 660,878.00    |                       |                              |                  |
| 6   | TAP, Central Ave/TAP-4600(708)                                 | Design completed, utility relocation and easement acquisition in progress,  | \$ 500,000.00                            |  | \$ 399,826.00   |                 |                  |                       |                              |                  |
| 7   | TAP, Center City, Bond to County St, 2nd to 8th, TAP-4600(709) | Prel plans complete, waiting on comments from SHPO relating to environmental review   | \$ 618,519.00                            | 80/20  | \$ 494,815.00   | \$ 123,704.00   | \$ 45,523.00     |                       | \$ 40,677.00                 | \$ 454,138.00    |
| 8   | Chapell Drive, Overpass  | Grant awarded, waiting on final approval from BNSF, anticipated timeframe for Advertising for Bids - w/i 90 days, plus 60 days to start construction w/ completed by May 2027. Road closed during construction      | \$7,609,399 per CRISI grant app, 22-1201 |  | \$ 4,987,399.00 | \$ 2,852,000.00 | \$ 950,560.00    | \$ 450,000.00         | \$ 462,389.00                |                  |
| 9   | Chapell Drive, Overpass, other funding                         | MoDOT, design funds, received   | \$ 175,000.00                            |  |                 |                 |                  |                       |                              |                  |
| 10  | Chapell Drive, Overpass, other funding                         | MoDOT, received   | \$ 250,000.00                            |  |                 |                 |                  |                       |                              |                  |
| 11  | Chapell Drive, Overpass, other funding                         | BNSF  | \$ 250,000.00                            |  |                 |                 |                  |                       |                              |                  |
| 12  | MoDot roundabout at Highway 97, Water line relocation          | Anticipate construction to start April 2026, talk w Contractor regarding south temp access road during S Rte 97 closure for access to airport. TBD. Water line relocation completed and reimbursed                  |  | 100 % pd by MoDOT, utility rel                                   |                 |                 | \$ 43,546.00     |                       | \$ 43,546.00                 | \$ -             |
| 13  | MoDot roundabout at CR 1100                                    | Summer 2026, estimated start date, TBD  |  |  |                 |                 |                  |                       |                              |                  |
| <b>Upcoming Street Project, 2026-27 Budget</b>  |  |   |  |  |                 |                 |                  |                       |                              |                  |
| <b>Subject to approved budget and signed PO</b> |  |   |  |  |                 |                 |                  |                       |                              |                  |
| A   | Broadway, Central to 13th, mill and fill                       | piggyback off MoDOT project, Asph \$73.00/tn & milling at \$1.12/sy   | \$ 371,555.00                            |  |                 |                 |                  |                       |                              |                  |
| B   | Cleveland, 9th to 13th, mill and fill                          | piggyback off MoDOT project, Asph \$73.00/tn & milling at \$1.12/sy   | \$ 80,000.00                             |  |                 |                 |                  |                       |                              |                  |
| C   | Jerome Lane, Plaza Drive to Kyler Street                       | piggyback off MoDOT project, Asph \$73.00/tn & milling at \$1.12/sy   | \$ 44,669.00                             |  |                 |                 |                  |                       |                              |                  |



# We recover costs of service for your Fire Department!

These costs can be significant and can support your budget.

## How much can you recover?

Fire Recovery USA can help your municipality recover costs for fire and emergency service runs, including motor vehicle accidents, even when utilized by non-city residents. On average Fire Recovery USA recovers \$715 dollars per billable run. Do some quick math, and see how much revenue is possible.

|                                     |   |                         |   |  |
|-------------------------------------|---|-------------------------|---|--|
| <b>\$715</b>                        | X |                         | = |  |
| Average recovered per billable run. |   | Billable runs per year. |   | Potential revenue for your municipality. |

**1,900+**  
clients in 43 states  
and growing

**97%**  
collection rate  
for inspections

**\$715**  
average cost recovered  
per billable run

Fire Recovery USA is the leader in cost recovery & billing services for the fire industry. Contact us to find out how much we can help you recover.  
[info@firerecoveryusa.com](mailto:info@firerecoveryusa.com)

Calculate your cost recovery  
[www.firerecoveryusa.com](http://www.firerecoveryusa.com)



# Full Oversight & Funding of Your Fire Prevention Program

-ALL IN ONE PLACE.



## STREAMLINE AUTOMATION

Fire Prevention Software that lets you schedule, administer, and complete your Fire Prevention Inspections for simple to the most complex situations. We make it all simple.



## FIRE RECOVERY USA

Accurate and timely billing and collections of Fire Prevention Inspections with full integration to Streamline for seamless inspection, billing and collection. The Fastest and most accurate way to bill your Fire Prevention Inspections.



## THE COMPLIANCE ENGINE

Full Reporting from The Compliance Engine... In Real Time. Have all your Fire Prevention Information at your fingertips for the most accurate and efficient Fire Prevention Program.



Let us work with you to develop the most efficient and effective Fire Prevention Program possible. With over 1,400,000 inspections under our belt, we've experienced a lot. **Let us help you with your program.**



# Proactive

## Budget Support for your Fire Department.



Find out why over 1,600 departments use us!



### SaaS-Based Fire Prevention Software



Streamline Inspections incorporates features to make fire inspections accurate and efficient. To find out more, please visit:

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### Easy on IT Staff. No upfront costs. Better bottom line.

Fire Recovery USA is the nation's largest cost recovery company created to serve fire departments across the U.S. Since 2006, we have provided cost recovery services to departments in 43 states, and are the leading provider in incident cost recovery in the nation. Our services can be implemented with no initial costs and very little IT support.

- Cost recovery solutions for Fire and EMS
- Integrated technology to your systems for seamless billing and cost recovery
- Our web-based platform offers 100% transparency
- View real-time information on each and every claim
- No upfront costs
- United States based billing and service
- EMS billing with hardware and software options
- Highest collection rates in the industry

### Call Us Today

Fire Recovery USA is the leader in Cost Recovery & Efficiency services for the fire industry. Call us today to find out how we can help your department.

**1.888.640.7222**

[info@firerecoveryusa.com](mailto:info@firerecoveryusa.com)

[www.firerecoveryusa.com](http://www.firerecoveryusa.com)

📍 2271 Lava Ridge Ct. Suite 120, Roseville, CA 956614

# You Inspect. We Invoice & Collect!

# 94%

**AVG. COLLECTION  
RATE**

## OUR PROCESS DELIVERS RESULTS

*Our average collection rate  
is above 94%.*

## Inspection/Permit Billing

**Fire Recovery USA** will help you increase your revenue and collection percentages by providing complete accounts receivable billing, processing, recording, and ultimately payments to you. We offer complete transparency, real time 24/7 reporting and the highest customer satisfaction rate in the industry. You do the inspections; we do the rest.

- ✓ Transfer data from your Records Management System (RMS)
- ✓ Create your own invoices using our portal
- ✓ Electronic invoicing and payment portals
- ✓ Accept E-checks and credit cards
- ✓ Two way API integration with Streamline Inspections

Invoice  
To: [Name]  
From: [Name]  
Invoice Date: 01/15/2023  
Due By: 01/15/2023



**EXHIBIT A  
MITIGATION RATES  
BASED ON PER HOUR**

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

**MOTOR VEHICLE INCIDENTS**

**Level 1 - \$618.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

**Level 2 - \$705.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**Level 3 - CAR FIRE - \$860.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**ADD-ON SERVICES:**

**Extrication - \$1,859.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

**Creating a Landing Zone - \$567.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## **HAZMAT**

### **Level 1 - \$999.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### **Level 2 - \$3,566.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### **Level 3 - \$8,420.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## **ILLEGAL FIRES**

**Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at \$583 plus \$70 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,170 plus \$70 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,897 plus \$70 per hour per rescue person, plus \$140 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

## **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$583 plus \$70 per hour, per rescue person. Additional rates of \$583 per hour per response vehicle and \$70 per hour per rescue person.**

### **CHIEF RESPONSE**

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$356 per hour.**

### **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

#### **ADDITIONAL TIME ON-SCENE** (for all levels of service)

Engine billed at \$568 per hour.

Truck billed at \$771 per hour.

Command at \$356 per hour

Miscellaneous equipment billed at \$427.

### **MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

**AN ORDINANCE OF THE CITY OF AURORA, MISSOURI AMENDING TITLE V "BUILDING CODE" CHAPTER 520 "FIRE CODE AND PROTECTION" ARTICLE III "FIRE PROTECTION" ADDING SECTION 520.140 "COST RECOVERY FOR SERVICE BY THE AURORA FIRE DEPARTMENT" OF THE MUNICIPAL CODE OF ORDINANCES**

*WHEREAS*, the City of Aurora, Missouri, is a city of the third class and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the constitution and laws of the State of Missouri, and

*WHEREAS*, the demand for emergency and non-emergency services continue to increase each year, as well as environmental protections requirements involving equipment and training to deal with calls for service; and

*WHEREAS*, it has been determined that maintaining a high level of emergency and non-emergency service capability decreases cost for citizens on insurance premiums while at the same time increases the likelihood of saving lives, reducing property damage, and preventing environmental harm; and

*WHEREAS*, charging the responsible party needing these services for these costs is more equitable than a general real property tax increase; and

*WHEREAS*, the City of Aurora now wishes to establish a fee for emergency and non-emergency services performed by the Aurora Fire Department. These fees would only be charged to non-residents of the City of Aurora, Missouri.

*NOW, THEREFORE, BE IT ORDAINED*, by the Aurora City Council of and for the City of Aurora, Missouri, as follows:

**SECTION 1:** Title V "Building Code" Chapter 520 "Fire Code and Protection" Article III "Fire Protection" be amended to add Section 520.140 "Cost Recovery for Service by the Aurora Fire Department" and read as follows:

**SECTION 520.140: COST RECOVERY FOR SERVICE BY THE AURORA FIRE DEPARTMENT**

**A.** The City of Aurora shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies, and equipment to the scene of emergency and non-emergency incidents as listed in Exhibit "A". The mitigation rates shall be based on actual costs of the services, and which are usual, customary, and reasonable (UCR) as shown in Exhibit "A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

**B.** A claim may be filed through the responsible party (s) insurance carrier. In some circumstances, the responsible party (s) will be billed directly. Those that will be charged are as follows:

1. Hazardous Materials (spiller pays)
2. Technical Rescue
3. Fires involving a crime (criminal damage to property, arson, etc.)
4. Accidents involving non-Aurora Taxpayers
5. Accidents involving a crime (drugs, under the influence or commission of a crime)

C. The Aurora City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

D. It is found and determined that all formal actions of the Aurora City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of the Aurora City Council, and that all deliberations of the Aurora City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the Aurora City Council.

E. If any section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance and each section, subdivision, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subdivisions, sentences, clauses, or phrases be declared invalid.

F. This Ordinance shall take effect thirty days (30) from the date of adoption as permitted by law.

G. The Mitigation Rates listed in Exhibit "A" will increase by five point nine percent (5.9%) annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance to keep the fire department's cost recovery program in conformity with increasing operating expenses.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI  
THIS 11<sup>th</sup> DAY OF APRIL, 2023.**

**APPROVED:**

\_\_\_\_\_  
Jason Lewis, Mayor

**ATTEST:**

\_\_\_\_\_  
Kamy Kulow, City Clerk

## **EXHIBIT A**

### **MITIGATION RATES BASED ON PER HOUR**

The mitigation rates below are average "billing levels" and are typical for the incident responses listed; however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$584.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

##### **Level 2 - \$667.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. The City of Aurora will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **CAR FIRE - \$813.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,757.00**

Includes heavy rescue tools, ropes, airbags, cribbing, etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. The City of Aurora will not bill at this level if the patient is simply unconscious and the fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$537.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

## **HAZMAT**

### **Level 1 - \$943.00**

**Basic Response:** Includes engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

### **Level 2 - \$3,369.00**

**Intermediate Response:** Includes engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### **Level 3 - \$7,953.00**

**Advanced Response:** Includes engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time -- **each additional hour @ \$381.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire/Hazard Control

## **ILLEGAL FIRES**

**\$538.00 per hour, per engine / \$673.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire, the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

**Level 1 - Billed at \$538 plus \$66 per hour, per rescue person.**

**Basic Response:** Includes engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Level 2 - Billed at \$1,077 plus \$66 per hour, per rescue person.**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. The City of Aurora will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Level 3 - Billed at \$2,665 plus \$66 per hour, per rescue person, plus \$134 per hour per HAZMAT team member.**

**Advanced Response:** Includes Level 1 and Level 2 services as well as activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

### **Level 4**

**Itemized Response:** The City of Aurora will have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary, and reasonable. These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

**BACK COUNTRY OR SPECIAL RESCUE - Minimum billed \$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 per hour per rescue person.**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary, and reasonable. These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**CHIEF RESPONSE - Billed at \$337 per hour.**

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

## **MISCELLANEOUS/ADDITIONAL TIME ON-SCENE**

**ADDITIONAL TIME ON-SCENE (for all levels of service)**

Engine billed at \$538 per hour.

Truck billed at \$673 per hour.

Miscellaneous equipment billed at \$404 per hour.

**MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels" for one (1) hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.