



## AGENDA

Clinton City Council Regular Meeting  
City Hall • 105 E. Ohio Street, Clinton, MO 64735  
Tuesday, June 4, 2024 • 6:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes:**
  - a. Approval or correction of the minutes of the City Council Meeting of May 21, 2024.
5. **Personal Appearances:**
6. **Reports:**
  - a. Mark Dawson – Economic Development Report
7. **Second Reading of Previously Read Bills:**
  - a. Revision of Fire Burning Policies  
**Bill No. 2024-09 - An Ordinance adopting Division 6 of Article II and Section 22-30 of Chapter 22 of the Code of Ordinances concerning open burning.**
8. **Committee Reports:**
  - a. **Public Works Committee Report:**
    1. Street Department:
      - a. Street Closing for Olde Glory Days Parade: Committee recommends approval. UPDATED INFO. Closing for Carnival.
      - b. ROW Excavations: Discussed process and ways to improve process from start to finish.
    2. Park & Rec:
      - a. Indoor & Outdoor Pool Updates: Kicked off summer season at Indoor Pool. Parts for Outdoor Pool have been ordered.
      - b. Antioch Update: Culvert has been installed. Will revise grant ending date and submit request for reimbursement for Phase I.
      - c. Artesian Park Parking Lot: Paver will be here this week.
      - d. Bids for the Maintenance Building: Committee recommends accept Foster Brothers bid of \$40,400.
      - e. Therapy Pool: Repairs will be made. Pool to be closed June 17-July 1.



3. Waste Water:
    - a. Deer Creek Pump Station: 3 Issues 1) Elevator safety switches to be repaired. 2) One pump is inoperable, will be repaired. 3) Move controls to the top of station.
    - b. Manhole Rehab and Pipe Lining: Committee recommends Ace bid for CIPP at \$87,700 and Midwest Infrastructure Coatings for MH repairs at \$19,834.80.
    - c. East Digester Decanting Line: Will purchase stainless material.
    - d. Skimmer Digester: Information at this time.
    - e. Allen Street Repairs: Street repairs completed.
    - f. WWTP Improvement Project: Jon is going to Flippin, Arkansas to see their aeration system.
    - g. Dump Truck: Working to diagnose fuel issue.
    - h. April Operation Report: Information only.
  4. Cemetery:
    - a. Bids for Maintenance Building: Committee recommends accept Foster Brothers bid of \$40,400.
  - b. **Public Safety Committee Report:**
    1. Request to declare 25 Police Department portable radios as surplus property
    2. Resignation letter from Firefighter
  - c. **Finance Committee Report:**
    1. Employee Floating Holiday Hours for 2025
    2. Request to join the Missouri Main Street Connection
9. **Mayor's Report**
- a. Mayor's recommendation for the re-appointment of Jan House to the Clinton Housing Authority with a term expiring December 2028.
  - b. Mayor's recommendation for the appointment of Jennifer Hinton to the Historic Preservation Board as an alternate with a term expiring June 2028.
  - c. Mayor's recommendation for the re-appointment of Jim Martin to the Personnel Board with a term expiring June 2027.
  - d. Mayor's recommendation for the re-appointment of Linda Martin to Park Board with a term expiring April 2027.
10. **City Administrator's Report**
- a. Budget Meeting Schedule:
    - Budget Session #1 Date: Thursday, June 13, 2024 at 5:15 pm  
*Focus on broad budget concepts and items that affect all departments i.e. projected revenue, pay schedules, COLA, insurance. Review selected department budgets.*



- Budget Session #2 Date: Wednesday, July 10, 2024 at 12 noon (lunch provided)  
*Follow-up on questions from previous work session. Review remaining department budgets.*
- Budget Session #3 Date: Wednesday, August 7, 2024 at 5:15 pm  
*Follow-up on questions from previous work sessions. Finalize data and budget, to prepare for first reading at September 5 Council Meeting.*

11. **Unfinished Business:**

- a. CJW proposal for Deer Creek Loop Project Scoping

12. **New Business:** None.

13. **Adjournment**

**Additional items provided in the Council Packet:**

Retirement Flyer for Cheri Wilson

Individuals desiring to speak at the meeting are asked to fill out a speaker card and submit it to the Clerk prior to the call to order. Speakers are respectfully asked to limit their comments to three (3) minutes or less. Speakers will be called on to speak during the appropriate portion of the meeting. Please address your comments to the Mayor/Chairman. If you require accommodation (i.e. qualified interpreter, large print, and/or hearing assistance) please notify this office at (660-885-6121) no later than forty-eight hours prior to the scheduled commencement of the meeting.



## OPEN CITY COUNCIL MEETING MINUTES

City Hall – 105 E. Ohio Street, Clinton, MO 64735

Tuesday, May 21, 2024 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, May 21, 2024. Mayor Carla Moberly presided.

1. **Call to Order:** Mayor Carla Moberly opened the Council meeting at 6:00 p.m.
2. **Roll Call:**
  - Council Persons Present: Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon (via zoom)
  - Council Persons Absent: Gene Henry and Stacia Wilson
  - Others Present: City Administrator Christy Maggi, City Clerk Wendee Seaton, City Attorney Doug Harris, Fire Chief Mark Manuel, Deputy Fire Chief Matt Willings, Deputy Police Chief John Scott, Greg Vahrenberg (Raymond James) and Sarah Granath (Gilmore & Bell).
3. **Pledge of Allegiance:** Was recited.
4. **Approval of Minutes:** Council Person Jackson made a motion to approve the minutes of the Open City Council Meeting of May 7, 2024. Council Person House duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.
5. **Personal Appearances:** None.
6. **Reports:** None.
7. **Second Reading of Previously Read Bills:** None.
8. **Committee Reports:**
  - a. **Public Works Committee Report:** *Council Person House gave the following committee report:*
    1. **Street Department:** Safe Streets 4 All Agreement submitted to FHWA headquarters on 5/10 for review and approval. A resolution for this will be reviewed later in the meeting. For information only
    2. **Park & Rec:**
      - a. **Outdoor Pool Opening Discussion:** Opening Saturday May 25<sup>th</sup>. Started filling pool on the 13<sup>th</sup>. Takes 76 hours to fill. Sump pump temporarily failed recently. Pumps and electrical panel underwater. Filed insurance claim. Making repairs. Committee: After being checked out by Alliance Pump and Helm's Plumbing it was determined that a 6' section of pipe from 1976 had failed. Options are to patch and put the new \$15,000 pump at risk or replace which could cause up to a 3-week delay in opening the pool. Committee recommends replacing the 6' section of pipe. Council: Council Person House made a motion to replace the 6' section of pipe and keep the indoor pool open for the outdoor pool rate. Council Person Jones duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.
      - b. **Outdoor Pool Parking Lot Update:** Most of concrete work completed. Base is very solid. Light bases poured. Westport is working through the rain. Plan to pave on 5/20. The lot passed the compaction test. The asphalt company will be here on May 22 to check the grade and will hopefully pave next week. For information only.

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- c. Antioch Park Progress: Need it to dry out to install culvert and headwalls. For information only.
  - d. Benson Center: Septagon contacted about a roof leak. Will need to make sheetrock repairs. For information only.
3. Waste Water: For information only.
- a. Deer Creek Pump Station: Elevator not functioning. Working with electrician to repair. Pumps clogged after rain storm. Checking into installing bypass controls at top. Will try to relocate controls from the bottom.
  - b. West Digester Mixer: Inoperable. Working to determine if problem is electrical or with the motor. A mechanic will be onsite soon.
  - c. Calvird Pump Station: 3<sup>rd</sup> and final VFD has been installed. P/S is fully functioning.
  - d. WWTP Improvement Project Update: For Info Only.
    - Ross Construction cost revisions: Ross continues to pursue cost revisions to project.
    - Financing: City received "A" Rating from S&P Global. Preliminary Official Statement released to potential investors on 5/10. Results of sale will be brought to 5/21 Council Meeting for approval or rejection. This will be discussed later in the meeting.
  - e. USACE Property: Reviewing drafts of a Memorandum of Agreement and a Scope of Work: Christy will request a list of potential bidders from USACE and solicit bids for SOW. City Attorney will review MOA. Artifact mitigation is needed. Meeting next week to discuss.
4. Community Development: For information only.
- a. Property Maintenance Violations and Permit Violations: List Attached. The City Attorney is reviewing the process to handle dangerous buildings. Building Commission hearings are scheduled for June and July.
    - 402 E. Jefferson: Dangerous building process underway. Property owners to be served. Will schedule a court reporter for a hearing in June. City Attorney working to schedule Building Commission hearing date for June. UPDATE: Building Commission hearing tentatively set for 6:00 PM, June 18.
    - 411 E. Oak: Staff provided all support information to City Attorney. Dangerous building process will soon commence. The target Building Commission hearing date is in July.
    - Review List: Chuck will keep at least two properties in the "pipeline".
  - b. Monthly Building Report
5. Cemetery: For information only.
- a. McLane Chapel Roof Project: Plan to start after June 22, due to a scheduled memorial service.
  - b. Tree Inventory and Drone Analysis: City will pay \$7000 for Tree Inventory. Englewood Perpetual Fund will pay \$7000 for Drone Multispectral Analysis.
- b. **Public Safety Committee Report:** Council Person Jones gave the following committee report:
- Present at meeting: Council Persons Jones and Shannon (via zoom), Fire Chief Mark Manuel, Deputy Fire Chief Matt Willings, Deputy Police Chief John Scott, Lt. Jeremy Millam, Capt. Wade Glasscock*
1. Elect Chair: Council Person Jones was elected the Public Safety Chair.

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2. Revision of Fire Burning Policies. Committee: Discussed the changes and need for them. Committee recommends approval. Council: Council Person Jones called for the clerk to give the first reading by title only of Bill No. 2024-09.

**Bill No. 2024-09 - An Ordinance adopting Division 6 of Article II and Section 22-30 of Chapter 22 of the Code of Ordinances concerning open burning.**

Council Person Jones made a motion to approve the first reading by title only of Bill No. 2024-09. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon (via zoom); 0 Nays; 2 Absent: Gene Henry and Stacia Wilson. Mayor Carla Moberly declared the motion passed.

3. Request from Clinton Firefighters Association: Committee: Discussion about using the Clinton Fire Station for the annual pancake breakfast during Olde Glory Days. This has been a 30-year tradition and they have created a formal organization to run the event. Committee recommends approval. Council: Council Person Jones made a motion to approve the Clinton Firefighters Association use of the Clinton Fire Station for the annual pancake breakfast during Olde Glory Days. Council Person Jackson duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

c. **Finance Committee Report:** *Council Person Mount gave the following committee report:*

*Present at meeting: Council Persons Mount and House, Mayor Carla Moberly, City Administrator Christy Maggi and City Clerk Wendee Seaton*

1. Retirement Benefits Program for July 1, 2024 – June 30, 2025. Committee: Discussed the program and current insurance costs which the determines the RBP amount. Committee recommends continuing the program at \$8,700. Council: Council Person Mount made a motion to approve the Retirement Benefits Program for July 1, 2024 – June 30, 2025 in the amount of \$8,700. Council Person House duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

9. **Mayor's Report:**

- a. Mayor's recommendation for the re-appointment of John Leonard to the Clinton Housing Authority Board with a term expiring December 2027.
- b. Mayor's recommendation for the re-appointment of Jacob Kenney to the Park Board with a term expiring June 2027.
- c. Mayor's recommendation for the re-appointment of Debby VanWinkle to the Park Board with a term expiring June 2027.

Council Person House made a motion to approve the reappointments of John Leonard, Jacob Kenney and Debby VanWinkle to their committees. Council Person Jackson duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

- d. Mayor's recommendation for the appointment of Gary Mount to the Clinton Housing Authority Board to fill a vacancy with a term expiring December 2024. Council Person House made a motion to approve the appointment of Gary Mount to the Clinton Housing Authority Board to fill a vacancy. Council Person Jackson duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

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- e. Enhanced Enterprise Zone Board: HC Presiding Commissioner Jim Stone and Mayor Moberly have agreed to appoint the following to the Henry County EEZ Board, per Henry County Resolution No. 122106-1: Luke Edwards and Rick Pereles (2024-2029). For information only.
- f. Discussion on efforts to find companies that provide demolition work for an upcoming RFQ. For information only.
- g. The MML Regional Meeting in Bolivar was informative. Everyone is experiencing the same problems with street cuts and dangerous buildings that the City of Clinton is.

## 10. City Administrator's Report:

- a. The DNR grant for the Stoneridge engineering plan was approved. The City must have an engineering firm under contract within 90 days. This is a 100% grant for \$62,500 and does not obligate the City in any way to do the project. There would be another grant request to submit for the construction portion of the project.

## 11. Unfinished Business:

- a. Certificates of Participation, Series 2024: Greg Vahrenberg and Sarah Granath presented the results of the public offering that was held earlier in the day on Tuesday, May 21. The public offering option was pursued after the proposals for direct placement resulted in higher interest rates. The full amount was sold at locked-in rates averaging 3.901%. The sale will close on June 6, 2024. Council Person Jackson called for the clerk to give the first reading by title only of Bill No. 2024-10.

**Bill No. 2024-10 - An Ordinance authorizing the delivery of the City of Clinton, Missouri, Certificates of Participation, Series 2024, and authorizing and approving certain other documents and actions related to the certificates.**

Council Person Jackson made a motion to approve the first reading by title only of Bill No. 2024-10. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon (via zoom); 0 Nays; 2 Absent: Gene Henry and Stacia Wilson. Mayor Carla Moberly declared the motion passed.

Council Person House made a motion to suspend the rules and have the second reading by title only of Bill No. 2024-10. Council Person Jones duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon (via zoom); 0 Nays; 2 Absent: Gene Henry and Stacia Wilson. Mayor Carla Moberly declared the motion passed.

Council Person House made a motion to approve the second reading by title only of Bill No. 2024-10. Council Person Nelson duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon (via zoom); 0 Nays; 2 Absent: Gene Henry and Stacia Wilson. Mayor Carla Moberly declared the motion passed. Ordinance 4154.

- b. Safe Streets for All (SS4A) Grant Agreement Authorization

**Resolution No. 13-2024 - A Resolution of the City Council of Clinton, Missouri (CITY) authorizing a Grant Agreement between the City of Clinton (CITY) and the United States Department of Transportation's Federal Highway Administration (FHWA).**

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Council Person Jackson made a motion to approve Resolution No. 13-2004. Council Person House duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

12. **New Business:** None.

13. **Closed Session:** Council Person Jackson made a motion to adjourn to closed session pursuant to RSMo. 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney. Council Person Jones duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon (via zoom); 0 Nays; 2 Absent: Gene Henry and Stacia Wilson. Mayor Carla Moberly declared the motion passed. At 6:50 pm, Mayor Carla Moberly declared the motion passed and stated there would be a recess prior to convening in a closed session meeting. Council will not return to open session afterwards.

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City Clerk Wendee Seaton

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Mayor Carla Moberly



Economic Development Report  
Clinton City Council Meeting 6/4/2024  
Report for Period 5/4/2024-5/30/2024

PROJECT ACTIVITY:

2 new projects for period:

- Project Scott (5/6/2024): KC Area Commercial realtor has manufacturing client needing at least 12-15 acres for a 100,000-125,000SF Manufacturing Project. Additional data was presented to the Real Estate Contact on 5/7/2024. Site data has been submitted to their client and waiting on next phase and if client wants to come visit the site.
- Project Lift (5/21/2024): Company in transportation business needing operations and maintenance facility. Tour of property to happen week of 5/28/2024. Company is from out of town.

PROJECT LEADS WE COULD NOT SUBMIT ON THIS PERIOD:

- None this month

POTENTIAL UPCOMING DEALS (75%+ Odds)

- None at this time

ADMINISTRATIVE UPDATES:

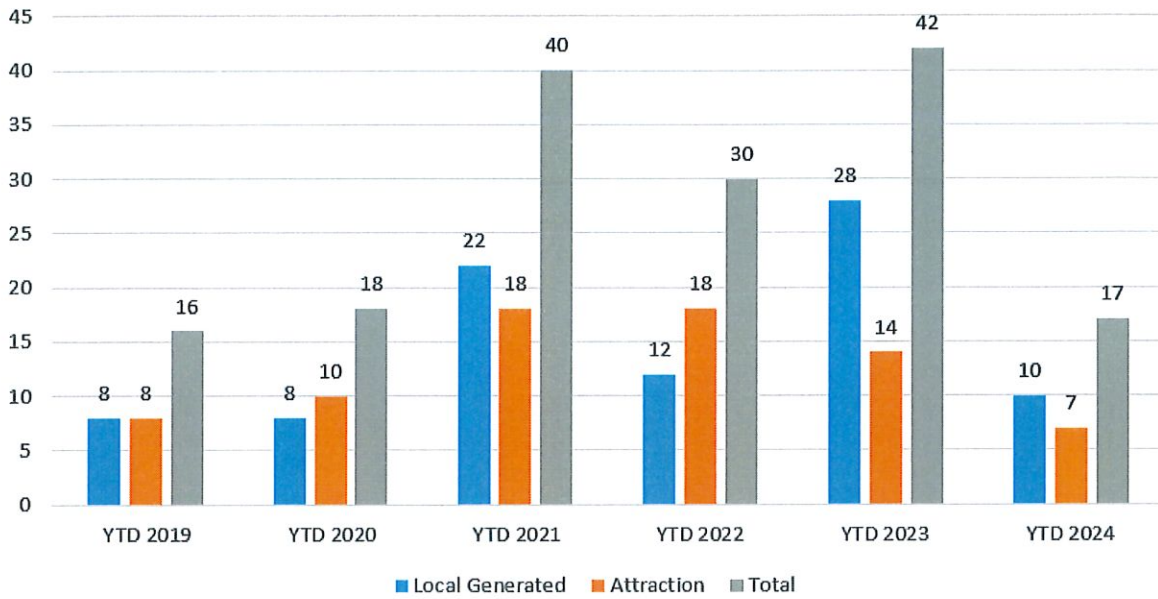
- Continued work for Missouri Certified Site Recertification on Monday 5/6/2024
- Phone call on Tuesday 5/7/2024 with Next Move Group on potential for a housing study to be performed for Clinton/Henry County.
- Meeting with Kyle Adkins on Wednesday 5/8/2024 to discuss findings on daycare needs and opportunities for Clinton.
- Meeting with local day care provider on Wednesday 5/8/2024 to discuss Department of Elementary and Secondary Education (DESE) report on Henry County not being designated as a "Daycare Desert", which is not good as grants for local daycare providers cannot be made since we miss the Daycare Desert designation. Discussion on steps that might be considered to help meet this county wide designation.
- Gave presentation to Windsor Chamber Monthly luncheon meeting on Wednesday 5/8/2024.
- Phone call and email follow up on Thursday 5/9/2024 with Seagull Technologies for engagement of their services for an updated Phase I Environmental assessment for Gerhart Industrial Park.
- Several emails and phone calls on Thursday 5/9/2024 with Christy Maggi regarding Golden Valley Industrial Park sign issues. The sign vendor was contacted and the issue was repaired on Thursday 5/9/2024.
- On Thursday 5/9/2024, worked on concept plan for a center left hand turn lane on 7/52 Highway. This would allow for a potential new retail site area to have access from both northbound and southbound property. A formal request was submitted to the MODOT SW MO Area Engineer on Thursday 5/9/2024.
- Email communication and phone calls on Friday 5/10/2024 to Project Husker contact and land owners on concept plan we have submitted to MODOT for review.
- Reviewed answer from West Central Missouri Association of Realtors/National Association of Realtors on Monday 5/13/2024 on grant request to help with funding for a housing study not being approved. The National Association of Realtors (NAR) will only fund consultants approved by NAR. Our request for of \$2,500.00.
- Email communications on Wednesday 5/15/2024 with Whitehead Surveying for an updated legal description to reflect the recent lot sales and what is currently available in Gerhart Industrial Park. This data is a requirement as a part of the data research on Site Recertification. The cost for this is \$459.00. Dawson approved them to proceed to keep the certification efforts moving forward.

- Letter of support written to the Federal Secretary of Transportation on Thursday 5/16/2024 for support of funding for a Federal Transportation grant for replacement of a railroad bridge in Galena, MO that is in bad repair. This request was from the Government Affairs Director for Genessee & Wyoming RR, which is the parent of Missouri-Northern Arkansas RR, which serves us.
- MO DESE Entitlement Grant application submitted to a local daycare provider on Thursday 5/16/2024. This grant could be up to \$25,000 and is part of our focus on helping local daycare facilities to insure adequate daycare for our workforce.
- On Monday 5/20/2024, responded to local manufacturing firm on a local key wage survey for certain positions in manufacturing. Developed questions and submitted to 7 manufacturers on Monday afternoon 5/20/2024.
- We were contacted on Monday 5/20/2024 by a local landowner near Clinton Regional Airport wants to develop a 50 acre site for new business. Assisted gathering data so site can be entered in Building and Sites database.
- Contacted by company on Tuesday 5/21/2024 they have an interesting seeing and touring a small industrial building. Tour of property to be set up week on 5/28-5/31/2024. Company is from out of town.
- Local property owner contacted office on 5/21/2024 and has current tenant leaving and we are starting the process of getting their building back in building and sites database.
- Mark Dawson out of office on vacation/travel with wife in Dallas Texas on Thursday 5/22-Sunday 5/25/2024
- Worked on data for Clinton Manufacturing Firms Entry Level Wage Rate Study for selected job descriptions on Tuesday 5/28/2024
- Attended Clinton Chamber of Commerce Board of Directors meeting on Tuesday 5/28/2024.
- Completed Manufacturing Wage Rate Analysis on Wednesday 5/29/2024 and presented summary document to participating firms.
- Engaged Next Move Group for Clinton Housing Study on Wednesday 5/30/2024.

### Economic Development Activity Report for period 5/4/2024-5/30/2024

Project Name	Type	CAPEX	Jobs	SF	Acres	Status	Note
Ranger Power	Utility	\$500,000,000	600/6	N/A	5,000		
Project Husker (8/8/2023)	Retail	\$14,000,000	40	60,000	5		National Retail related firm looking to build in Clinton
Project Parker (12/8/2023)							Existing building on market for sale
Project Romaine (1/16/2024)	Manufacturing	N/A	15	5,000	5		Missouri Partnership Project
Project Flat (2/20/2024)	Retail	N/A	N/A	N/A	2		Lead on retail firm that fits a need in Clinton still a prospect at the moment
Project Soul (2/22/2024)	Retail						Existing retail firm needing new space to expan into having trouble fininding space
Project Copper (2/25/2024)	Service	N/A	N/A	8,500	2		Existing small service company needing to consolidate space
Project Maverick (3/28/2024)	Retail	\$3,500,000	50	5,000	3		Site search team in town on 4/11/2024 and 1 site is on their radar at this time
Project Box (4/24/2024)	Retail	N/A	5	15,000	1		Existing retail firm growing and needing more space.
Project Scott (5/6/2024)	Manufacturing	N/A	N/A	125,000	12		KC Commercial broker cleint needs 12 acres to build new facility
Project Lift (5/21/2024)	Service	N/A	N/A	8,000	3		Out of town firm looking at available building
2 New Projects Opened this period							Status Code
3 Project closed during this period							Problems
0 Project Succesuses							Projects looks positive
Monitoring 11 projects							Slow to no activity

## Project Activity 2019 to YTD 2024



PROJECT SUCCESS						
Name	Type	CAPEX	#Jobs	SF	Acres	
Parks Cabinets	Manufacturer	\$2,500,000	22	32,000		7
Champion Brands	Manufacturer	\$5,000,000	10	N/A	N/A	
Montrose Grain	Warehouse	\$2,100,000	2	N/A		3
TC-Nussbaum	Manufacturing	\$5,100,000	13	N/A	N/A	
Cook Auction	Service	\$2,500,000	10	32,500		5
White River Marine	Manufacture	\$1,000,000	5	10,000		1
Powell Meats	Manufacturer	\$1,000,000	35	5,000		1
ABI Bottling	Manufacturer	\$1,000,000	10	18,000		25
Golden Valley Tractor Replacement	Service	\$2,000,000	15	20,000		10
Burger King	Retail	\$2,500,000	30	N/A		1
Liquor Studio	Retail	\$1,250,000	10	6,000	N/A	
Sunrise Medical Marijuana	Retail	\$1,200,000	15	5,000		1
Crawford Auction Services	Service	\$100,000	20	110,000		5
Schreiber Foods	Manufacturer	\$8,300,000	20	N/A	N/A	
	Manufacturer	\$350,000	2	22,000		
Box Drop	Retail	N/A	2	N/A	N/A	
Ervin Cable	Service		20	6,000	N/A	
Burkes Outlet	Retail	N/A	20	22,000		
Scooter's Coffee	Retail	\$1,800,000	15	1,200		1
TC Transcontinental Packaging	Manufacturing	\$35,000,000	50	105,000		5
Henry County Health Center	Office	\$1,200,000	4	5,000		1
Av-Fab	Manufacturing	\$300,000	2	N/A	N/A	
GVMH Cancer Center	Office	\$14,000,000	10	40,000		5
Sherman Plumbing and Heating	Service	\$1,400,000		18,000		3
De-Luxe Properties	Manufacturing	\$10,000,000	50	90,000		7
Secure-Net Sales	Service	\$900,000	8	6,500		2
Cycles & Cream	Retail	N/A	3	2,500	N/A	
Zach Riley	Office	N/A	2	1,500	N/A	
<b>TOTAL SUCCESS</b>		<b>\$100,500,000</b>	<b>405</b>	<b>558,200</b>		<b>83</b>
<b>PENDING PROJECTS</b>						
None						
<b>TOTAL SUCCESS &amp; PENDING PROJECTS</b>		<b>\$100,500,000</b>	<b>405</b>	<b>558,200</b>		<b>83</b>

CLOSED PROJECTS						
2024 Closed Projects						
Project Freeze	Retail	N/A	N/A	N/A	NA	Project colosed as could not find space & equipment in budget the forecasted
Project Cup	Retail	N/A	N/A	N/A		1 Project colosed as could not find space & equipment in budget the forecasted
Project Graduate (7/10/2023)	Service	\$10,000,000		30	100,000	11 Projected closed///looking elsewhere & project has questionable ownership per Partnership
Project Taco (7/6/2023)	Manufacturer	N/A	N/A		5,000 N/A	Project closed due to group couldn't develop business plan and lack of potential forecasted sales
Project Grow	Distribution	N/A	N/A		N/A	15 Railroad lead and no movement in 7 months on project. Railroad lead and no other communications on project.
Project Black Sheep (12/12/2023)	Ag-related	N/A		10	N/A N/A	Value aded ag project stopped due to lack of financing (C ag project start up in Henry County no additional contact from client
Project Sprocket	Retail	N/A		4	3,500 N/A	Lease signed and plans on opening in late May, 2024 <b>Cycles &amp; CreamSUCCESS</b>
Project Sparky (12/7/2023)	Service	\$1,100,000		8	6,500	2 Secure Net LLC has purchased land in Gerhart and should start construction in June, 2024 <b>SUCCESS</b>
Project Mountain Home (4/7/2024)	Office	N/A		3	1,500 N/A	New professional office user in downtown Clinton. Lease has been signed lease and will open in June.American Family agent. <b>Success</b>

ORDINANCE NO.

**AN ORDINANCE ADOPTING DIVISION 6 OF ARTICLE II AND SECTION 22-30 OF CHAPTER 22 OF THE CODE OF ORDINANCES CONCERNING OPEN BURNING.**

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

Section One: Division 6 of Article II of Chapter 22 of the Code of Ordinances of the City of Clinton is hereby adopted to read as follows:

**Division 6-Open Burning**

**22-150. Definitions**

As used herein, all terms shall be as defined in the adopted Fire Code from Section 22-29 of this Code of Ordinances.

**22.155. Open Burning, Recreational Fires and Fire Pits or Portable Outdoor Fireplaces.**

A person shall not kindle or maintain or authorize to be kindled or maintained any open burning within the city limits of Clinton unless conducted and approved in accordance with the following:

a. Permit Required:

A permit shall be obtained from the Clinton Fire Department prior to kindling a fire for recognized silvicultural or wildfire management practices or a bonfire for the purposes of yard or tree debris removal. Applications for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled. Open burning shall only be permitted with prior approval from a representative of the Clinton Fire Department, provided that all conditions specified in the authorization are followed.

b. Extinguishment Authority:

When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the Clinton Fire Department is authorized to order the extinguishment of the open burning operation and issue a citation if deemed necessary.

c. Location:

The location for open burning shall not be less than 50 feet from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure.

Exceptions:

1. Fires in approved containers, fire pits or portable outdoor fire places, that are not less than 15 feet from a structure.
2. The minimum required distance from a structure shall be 25 feet where the pile size is 3 feet or less in diameter and 2 feet or less in height.

d. Recreational Fires:

Recreational fires are required to be kindled within approved fires pits or outdoor fireplaces and shall not be conducted within 15 feet of a structure or combustible material. Conditions which could cause a fire to spread within 15 feet of a structure shall be eliminated prior to ignition.

e. Fire Pits and Portable Outdoor Fireplaces:

Fire pits shall be constructed of non-combustible materials such as masonry or metal, and shall not be more than 3 feet in diameter and 2 feet in height. Portable outdoor fireplaces shall be used in accordance with manufacturer’s instructions. Fire pits and portable outdoor fireplaces shall not be used on combustible surfaces such as wooden or combustible mulch, and shall not be operated within 15 feet of a structure or combustible material.

f. Attendance:

Open burning, recreational fires and use of fire pits or portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher with a 4-A rating or other approved on-site fire extinguishing agent, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

g. Prohibited Open Burning:

Open burning shall be prohibited when atmospheric conditions or local circumstances make such fire hazardous. The Clinton Fire Department shall publicly announce when open burning is prohibited and shall post a notice of the same at a readily accessible location of Clinton City Hall.

Section Two: Section 22-30 is hereby adopted to read as follows:

**22-30 Amendment to Section 307 of the Fire Code**

Section 307.1 is hereby amended to read as follows:

307.1 General: A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5 and Article II Division 6 of Chapter 22 of the Clinton Code of Ordinances. In the event of conflict, the stricter requirement shall apply.

Section Three: It is intended that the provisions of Section One and Two of this ordinance shall be incorporated into the Code of Ordinances, leaving all other provisions of Chapter 22 in place, unaltered.

Section Four: This ordinance shall be in full force and effect from and after its passage.

Read the first time this 21<sup>st</sup> day of May, 2024.

Read a second time and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Carla Moberly, Presiding Officer

ATTEST:

Ayes:  
Nays:  
Absent:

\_\_\_\_\_  
Wendee Seaton, City Clerk

\_\_\_\_\_  
Carla Moberly, Mayor



**OPEN PUBLIC WORKS COMMITTEE MEETING**

City Hall – 105 E. Ohio Street  
Tuesday, May 28, 2024 • 7:00 a.m.

**Present:**

Members: Roger House, Shelley Nelson

Staff: Christy Maggi, TJ Williams, Brad Combs, Jon Patriarca, John McClendon

Guests: Erica Bogenpohl, Gary Mount

**1. Street Department:**

- a. Street Closing for Olde Glory Days Parade: Committee recommends approval. UPDATED INFO. Closing for Carnival.
- b. ROW Excavations: Discussed process and ways to improve process from start to finish.

**2. Park & Rec:**

- a. Indoor & Outdoor Pool Updates: Kicked off summer season at Indoor Pool. Parts for Outdoor Pool have been ordered.
- b. Antioch Update: Culvert has been installed. Will revise grant ending date and submit request for reimbursement for Phase I.
- c. Artesian Park Parking Lot: Paver will be here this week.
- d. Bids for Maintenance Building: Committee recommends accept Foster Brother's bid of \$40,400.
- e. Therapy Pool: Repairs will be made. Pool to be closed June 17-July 1.

**3. Waste Water:**

- a. Deer Creek Pump Station: 3 Issues 1) Elevator safety switches to be repaired. 2) One pump is inoperable, will be repaired. 3) Move controls to the top of station.
- b. Manhole Rehab and Pipe Lining: Committee recommends Ace bid for CIPP at \$87,700 and Midwest Infrastructure Coatings for MH repairs at \$19,834.80.
- c. East Digester Decanting Line: Will purchase stainless material.
- d. Skimmer Digester: Information at this time.
- e. Allen Street Repairs: Street repairs completed.
- f. WWTP Improvement Project: Jon is going to Flippin, Arkansas to see their aeration system.
- g. Dump Truck: Working to diagnose fuel issue.
- h. April Operation Report: Information only.

**4. Cemetery:**

- a. Bids for Maintenance Building: Committee recommends accept Foster Brother's bid of \$40,400.

# City of Clinton, Missouri

Request for: Closing the Clinton Square  
(Circle Applicable Request) Parade  
Play Street

This form must be completed prior to the approval of any request to temporarily close a street in Clinton to be designated a **Play Street (Sec. 28-12)**, a **Parade** or to **close the Clinton Square**. The City's Public Works Committee will present this request along with its recommendation to the City Council. The Public Works Committee meets on **Tuesday morning at 7:00 a.m.**, the week prior to a **City Council meeting**. All **completed requests must be returned by the Wednesday prior to the Public Works Committee meeting in order to be placed on their agenda.**

Applicant's Name: David Lee Contact Number: 660-885-8166

Date/Time for which closure is requested: Start: 10am, End: 11 or 11:30

Organization requesting street closure: Clinton Chamber of Commerce

Description of event: Olde Glory Days Parade

Description of closure requested (street from point A to point B, block, and structures in roadway, i.e., staging, Central Business District Square, etc.)

Starts at Clinton + 2nd streets, heads north to Jefferson, turns on Jefferson and heads to Howard, goes around Howard and then heads off South down main st

Note: Proof of a Certificate of Insurance may be required for certain events.

If the street closure is in the Central Business District or affects the usage of a business, the City Council requires input from the Greater Clinton Area Chamber of Commerce (660)885-8166 prior to approving this request.

Chamber of Commerce (If Required)

David Lee  
Recommendation: Yes No

Street Department Superintendent

Recommendation: Yes No

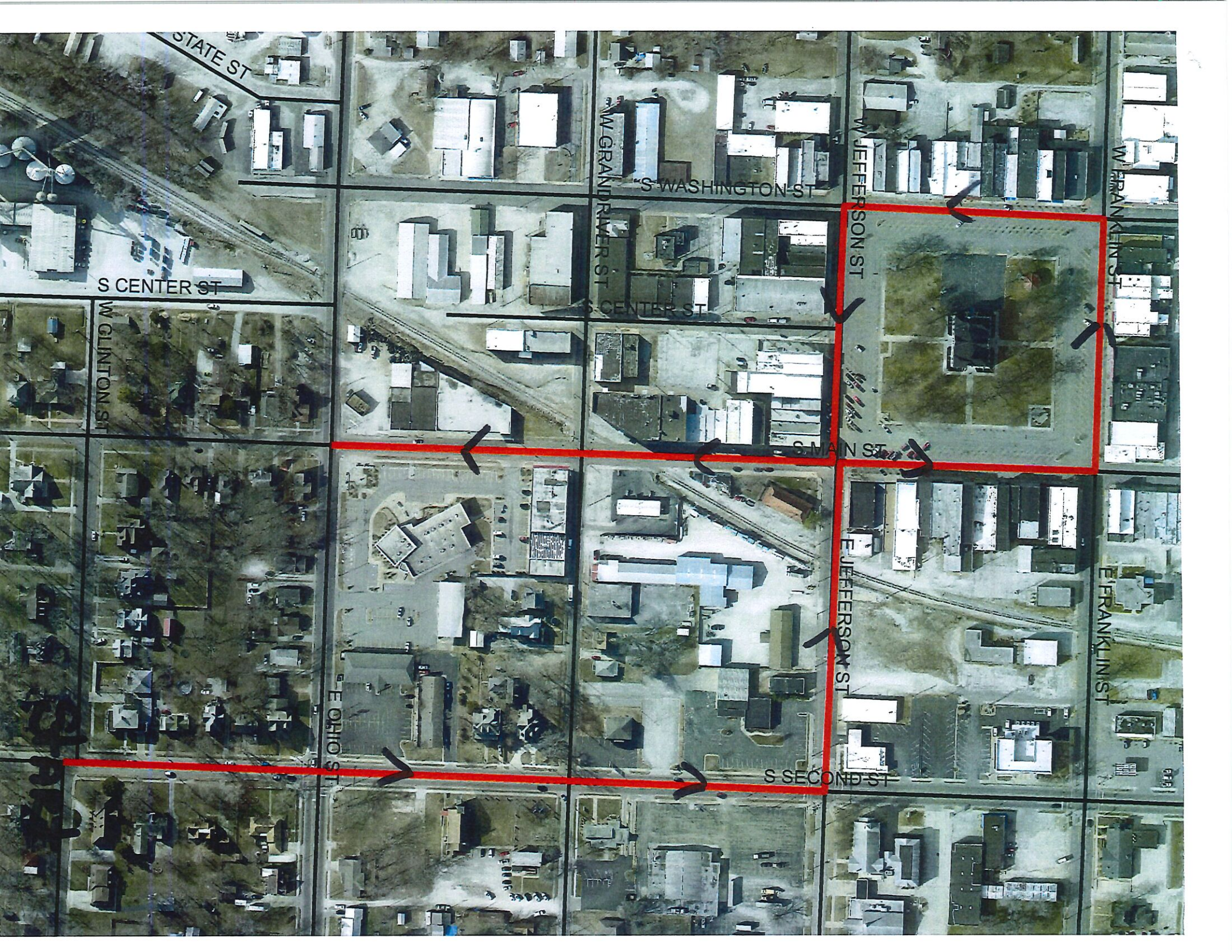
Public Works Committee:

Recommendation: Yes No

Final Approval granted by City Council:

Recommendation: Yes No





STATE ST

W GRAND RIVER ST

W JEFFERSON ST

W FRANKLINS ST

S WASHINGTON ST

S CENTER ST

S CENTER ST

W CLINTON ST

S MAIN ST

E JEFFERSON ST

E FRANKLINS ST

E OHIO ST

S SECOND ST

# City of Clinton, Missouri

Request for: **Closing the Clinton Square**  
(Circle Applicable Request) **Olde Glory Days Carnival**  
**Motorcycle Show**

This form must be completed prior to the approval of any request to temporarily close a street in Clinton to be designated a **Play Street (Sec. 28-12)**, a **Parade** or to **close the Clinton Square**. The City's Public Works Committee will present this request along with its recommendation to the City Council. The Public Works Committee meets on **Tuesday morning at 7:00 a.m., the week prior to a City Council meeting. All completed requests must be returned by the Wednesday prior to the Public Works Committee meeting in order to be placed on their agenda.**

Applicant's Name: GCACC/OGD Contact Number: 660-885-8166

Date/Time for which closure is requested: 7/1 @ 6:30 PM - 7/7 - INSIDE SQUARE 7/6 - SOUTH WASHINGTON 8A-4P

Organization requesting street closure: GCACC/OGD

Description of event: Carnival, vendors, stage, motorcycles, etc.

Description of closure requested (street from point A to point B, block, and structures in roadway i.e., staging, Central Business District Square etc.):

Inside of DT Clinton Square and S. Washington St. from square to Fire Dept for motorcycle show.

Note: Proof of a Certificate of Insurance may be required for certain events.

If the street closure is in the Central Business District or affects the usage of a business, the City Council requires input from the Greater Clinton Area Chamber of Commerce (660)885-8166 prior to approving this request.

Chamber of Commerce (If Required)

David J. Klump  
Recommendation: Yes No

Street Department Superintendent

Recommendation: Yes No

Public Works Committee:

Recommendation: Yes No

Final Approval granted by City Council:

Recommendation: Yes No



↓  
to Grandriver

## Open Excavations

05/24/2024

Applications for Excavation							
	Address No.	St. Dir.	Street	Cross Intersection	Permit Date	Deadline for Repair (45 days)	Days Remaining
HCW	310	S	Ninth		01/08/23	02/24/23	
HCW	105	E	Leona		10/11/23	11/28/23	
HCW		N	Water	Short	01/02/24	02/18/24	
HCW	605	E	Grandriver		01/23/24	03/10/24	
HCW	418	W	Gravel		01/24/24	03/11/24	
HCW	324	N	Second		01/26/24	03/13/24	
HCW		E	Jefferson	Eighth	01/31/24	03/18/24	
HCW		W	Franklin	Carter	02/21/24	04/09/24	9
HCW	501	E	Jefferson		03/05/24	04/20/24	20
HCW	106	E	Henry		05/02/24	06/17/24	41
HCW	600	E	Jefferson		05/02/24	06/17/24	41
HCW	110	E	Leona		05/02/24	06/17/24	41
HCW		E	Barkley		05/03/24	06/18/24	42

Repair underway

Excavation Sites - No Applications				
	515	E	Meadowlark Dr.	
	332	N	Washington	
	200	N	Main	
		W	Jefferson	Washington
		S	Main	Rogers
	1300	S	Seventh	
		S	Third	Sunrise
	611	S	Third	
		S	Third	Wilson
		N	Third	Green
	302	E	Elm	
	305	N	Sixth	
HCW	304	N	Seventh	

Repair underway

# BID RESULTS

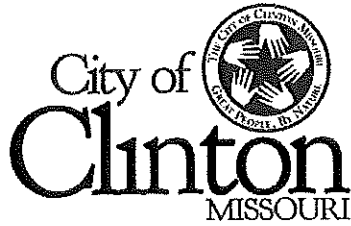
5/23/2024

Project for Bid: Post-Style Metal Building #2

Department: Park Department

## VENDORS

	Farmco Buildings Gene Arnett (660)885-1574 hammertime1574@yahoo.com	Foster Brother's Construction Jamie Foster (660)525-9572 jamiefoster525@gmail.com	Truhome Excavating & Construction (417)366-2252 truhomellc@gmail.com
<b>Bid Amount</b>	\$49,500.00	\$40,400.00	\$105,577.00



## CONTRACTOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Thursday, May 23 at 10:00 AM

### Post-Style Metal Building #2 (Park)

#### Scope of Work

- 40' x 50' x 14' building
- Laminate post 3'6" to 4' in treated wood, in ground with concrete
- Laminate post on 8' centers
- Stamped trussed roof frame with 2" x 4" purlins
- 4/12 pitch roof trusses
- 2" x 4" runners for frame of walls
- 2" x 8" treated grade board
- Condensation control insulation for roof and walls
- 36" x 80" walk-in door on 50' side, right front
- 2-10' x 14' sliding door making a 20' x 14' opening on end of building
- White Pro Panel metal 29 gauge with all trim included
- All nails, color-matched screws, labor, etc., included in bid
- Bidders are encouraged to view Project Area prior to submitting a bid.
- A one-year material and workmanship warranty shall be provided.
- 

Bid Price \$ 40,400

Sealed bids, including this signed form, should be sent to the attention of Deborah Nelson and may be: mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735; dropped off at City Hall; emailed to [dnelson@cityofclintonmo.com](mailto:dnelson@cityofclintonmo.com) or faxed with a cover sheet to 660-885-2023.

Bids submitted after the deadline will be rejected.

*The City of Clinton reserves the right to reject any and all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.*


Initials

The undersigned hereby offers to furnish the items as specified at the terms stated above.

SIGNATURE

Name/Company: Foster Brothers Construction

Phone #: 660-525-9572

Email: jamie.fosters25@gmail.com BY: 

(Authorized Representative)

Date: 5-22-24

# BID RESULTS

5/29/2024

Project for Bid: Manhole Rehab & Pipe Lining

Department: Waste Water

## VENDORS

Bids For	Ace Pipe Cleaning (816)241-2891 office@acepipe.com	SAK Tim Bussen (636)385-1000	Midwest Infrastructure Coatings Michael Vavruska (417)630-8852 mvavruska@midwestinfra structurecoatings.com
CIPP Liner	\$87,700.00		\$19,834.80
Manhole Repairs	\$22,017.42		
CIPP Liner & Manhole		\$187,278.75	





**ACE PIPE CLEANING**  
A Carylton Company

6601 Universal Avenue  
Kansas City, MO 64120  
P: (816) 241-2891  
F: (816) 241-5054  
office@acepipe.com

CONTRACT PROPOSAL

Date: 3/29/24

Alliance Water Resources  
Attention: Erica Bogenpohl  
Phone: 573-576-0987  
Email: [ebogenpohl@alliancewater.com](mailto:ebogenpohl@alliancewater.com)

Proposal #: 23-929R1

1. PROJECT DESCRIPTION:

Clinton, MO – I&I Study (COMO COOP)

2. SCOPE OF WORK:

Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for manhole rehabilitation on the Project in accordance with this Proposal (the "Work"), and will include the following:

APC will line (12) manholes that total approximately 68.66VF using AP/M MS10000 Cementitious material with ConShield antimicrobial additive located in Clinton, MO per the Cooperative Procurement pricing, specifications and language of the Columbia MO Sewer and Storm Water Rehabilitation and Cleaning Services Contract.

3. PRICING AND PAYMENT:

Description	Qty	Unit	Unit Price	Total
Mobilization	1	LS	\$ 3,500.00	\$ 3,500.00
Item C. 60 - Cementitious Lining	68.66	VF	\$ 212.75	\$ 14,607.42
Item C.63 - Bench and Invert Rehab	4	EA	\$ 977.50	\$ 3,910.00
<b>TOTAL ESTIMATED PRICE</b>				<b>\$ 22,017.42</b>

Payment shall be due Net 30 days from APC's invoice date. Quantities are estimated. Invoicing will reflect actual quantities achieved.

4. SCHEDULE: To be determined upon acceptance of this Proposal.

5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

**PREVAILING WAGE? YES    NO**  
**If yes, please provide Wage Determination.**

**TAX EXEMPT? YES    NO**  
**If yes, please provide Tax Exemption Certificate.**

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Bryan Dobson</u> Date <u>3/29/24</u> Title: <u>Bryan Dobson, Operations Manager</u>	Signed: _____ Date _____ Title: _____

## CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

### 1. CLARIFICATIONS:

- a. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include external by-pass pumping.
- d. The Proposal does not include stopping of active infiltration/leaks.
- e. This price does not include the replacement and/or adjustment of frame and covers.
- f. Customer will obtain all necessary permits.
- g. APC will provide light traffic control (cones) if necessary. All other traffic control by others.

### 2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for APC's equipment (within 75 feet from the manhole). APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will provide water for cleaning.
- c. Pricing is subject to change 30 days from the date of the proposal.
- d. There are no hazardous materials present in the project area.
- e. Customer will provide the anticipated milestones for completion of this project and will ensure that APC gets the NTP in sufficient time to coordinate the completion of our scope of work.

## Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.
2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.
3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.
4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.
5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.
6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.
7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.
8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.
9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.
10. **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.
11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.
12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.
13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "late payments".
14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE 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.



**ACE PIPE CLEANING**  
A Carylton Company

8601 Universal Avenue  
Kansas City, MO 64120  
p: (816) 241-2891  
f: (816) 241-5054  
office@acepipe.com

CONTRACT PROPOSAL

Date: 3/29/24

Alliance Water Resources  
Attention: Erica Bogenpohl  
Phone: 573-576-0987  
Email: [ebogenpohl@alliancewater.com](mailto:ebogenpohl@alliancewater.com)

Proposal #: 24-381

1. PROJECT DESCRIPTION:

Clinton, MO – I&I Study (COMO COOP)

2. SCOPE OF WORK:

Ace Pipe Cleaning, Inc. (“APC”) will provide the labor, equipment, material, and supplies for CIPP Lining on the Project in accordance with this Proposal (the “Work”), and will include the following:

APC will install cured-in-place pipe lining (CIPP) in approximately 2,200 FT of 8-inch sewer pipe located in Clinton, MO per the Cooperative Procurement pricing, specifications and language of the Columbia MO Sewer and Storm Water Rehabilitation and Cleaning Services Contract.

3. PRICING AND PAYMENT:

Description	Qty	Unit	Unit Price	Total
Mobilization	1	LS	\$ 8,500.00	\$ 8,500.00
CIPP Lining - 8"	2,200	LF	\$ 36.00	\$ 79,200.00
<b>Total Estimated Price</b>				<b>\$ 87,700.00</b>

Payment shall be due Net 30 days from APC’s invoice date. Quantities are estimated. Invoicing will reflect actual quantities achieved.

4. SCHEDULE: To be determined upon acceptance of this Proposal. Project timing will be mutually agreed upon for this price. It will need to be scheduled when we have work in a nearby area. This is anticipated by the end of the 3<sup>rd</sup> quarter.

5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal. APC’s Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC’s Terms and Conditions carefully. The pricing is based upon Customer’s acceptance of APC’s Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer’s requirements or plans and specifications and this Proposal, this Proposal shall govern.

**PREVAILING WAGE? YES \_\_ NO \_\_**  
**If yes, please provide Wage Determination.**

**TAX EXEMPT? YES \_\_ NO \_\_**  
**If yes, please provide Tax Exemption Certificate.**

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Ryan Poertner</u> Date <u>3/29/24</u> Title: <u>General Manager</u>	Signed: _____ Date _____ Title: _____

## CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

### 1. CLARIFICATIONS:

- a. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal includes by-pass pumping with a 3" trash pump. Anything requiring larger by-pass will be the responsibility of the General Contractor.
- d. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- e. APC will obtain necessary permits for our scope of work.
- f. General Contractor will provide all necessary traffic control, other than cones.
- g. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is consider cleaning requiring three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm at 2,000 psi. Heavy cleaning shall be considered all cleaning other than normal cleaning, but does not include mechanical cleaning with bucket machines and winches. Heavy cleaning will be charged at a negotiated hourly rate.
- h. The CCTV inspection will be performed using a robotic camera capable of recording the condition of the pipe. Data will be generated in DVD and physical report format and will provide logged information of pipe condition, calling out defects (such as root intrusions, pipe separations, cracks, decay and crumbling) as necessary. All APC data technicians are NASSCO PACP certified.

### 2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be at least 75 feet from the manhole. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. It expected there will be free access to each manhole.
- c. Customer will coordinate the Work with any private property owners.
- d. GC or Owner will provide a dumpsite for debris removed.
- e. GC or Owner will provide water for cleaning
- f. Pricing is subject to change 30 days from the date of the proposal.
- g. There are no hazardous materials present in the project area.

## Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver

by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "late payments".

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE 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.



636.385.1000 *tel*  
 636.385.1100 *fax*  
 864 Hoff Road  
 O'Fallon, MO 63366  
[www.sakcon.com](http://www.sakcon.com)

April 19, 2024

**Alliance Water Resources, Inc**  
**Clinton Wastewater Plant**  
**1306 N 2<sup>nd</sup> Street**  
**Clinton, MO 64735**

Re: CIPP Lining

Jonathan Patriarca:

SAK Construction, LLC is pleased to offer the following quotation on the above referenced project:

Item	Description	Diameter	Quantity		Unit Price	Total Price
1	Mobilization		1	LS	\$5,000.00	\$5,000.00
2	Traffic Control		1	LS	\$10,000.00	\$10,000.00
3	Cleaning/CCTV	8	2085	LF	\$4.50	\$9,382.50
4	8" Cured-in-place Pipe (CIPP)	8	2085	LF	\$37.25	\$77,666.25
5	Heavy Cleaning	8	20	HR	\$575.00	\$11,500.00
6	Bench and Invert Repair		4	EA	\$1,825.00	\$7,300.00
7	MH Rehab (Cementitious)		62	VF	\$265.00	\$16,430.00
8	Point Repair Allowance		1	Allow	\$50,000.00	\$50,000.00
<b>Total with Cementitious Option</b>						<b>\$187,278.75</b>
A7	MH Rehab (Cementitious + Epoxy)		62	VF	\$500.00	\$31,000.00
<b>Total with Cementitious + Epoxy Option</b>						<b>\$201,848.75</b>

**INCLUSIONS:**

- Pipeline cleaning, measuring of pipe and diameter, televising, and service connection identification via CCTV.
- Bypass Pumping up to a 4-inch pump. If larger pumps are needed, they are to be supplied by others.
- CIPP Installation, curing, and end cutting per ASTM F-1216 latest revision.
- Live service connection reinstatement. Only capped services will not be cut.
- CCTV Acceptance Inspection.
- Heavy Traffic Control, Traffic Control Plans, Flaggers, and Arrow Boards.
- Price includes one mobilization.
- Point Repairs up to Allowance.
- Removal/Trimming of protruding taps, hanging gaskets, etc. (\$350.00/EA)

**EXCLUSIONS:**

- Any special insurance required, i.e., railroad protective insurance.
- Access into the site. We will need access for our equipment.
- Permits.
- Performance and Payment Bonds (Add 1.5% if bonding is needed).

**NOTE:**

This proposal assumes that the pipe can be lined without excavation (point repairs excluded). In the event that after pre-cleaning/CCTV inspection an obstruction is found that will impede the lining, the necessary repair(s), cleaning/CCTV pre and post repair, and additional mobilization (if necessary) will be allowed up to the Point Repair Allowance. Any events over the allotted allowance may be negotiated with the Prime Contractor/Owner.

This proposal and its unit prices assume that the lengths of each pipe segments provided are accurate. If the actual length of a segment to be lined is more than 10% less than given, the price of that segment may be negotiated with the Prime Contractor/Owner at a higher unit price or lump sum.

**PAYMENT TERMS:**

- Net 30 days after receipt of an invoice
- Partial monthly payments will be requested
- Final Payment in full within 30 days of completion of SAK work

Thank you for the opportunity to quote on this project. Please call with any questions.

Sincerely,  
SAK Construction, LLC

Tim Bussen

Tim Bussen  
General Manager – Central Region

\_\_\_\_\_  
Accepted By  
Printed Name:  
Title:

\_\_\_\_\_  
Date





www.midwestinfrastructurecoatings.com  
10007 Marina Road, Jefferson City, MO 65101

Alliance Water Resources (Clinton, Missouri)

We are pleased to present the following proposal:

Install the OBIC Armor 1000, aromatic polyurea coating system. We are a certified Applicator of OBIC materials.

- This quote is good for 30 days
- Pricing is for installation of the Multi-Layer Liner System including surface preparation, average leak stoppage materials for minor concrete patching (up to 1 gallon of chemical grout), installation, and supervision.
- Requires Application Truck access within 200' of the structures to be provided.
- Off road locations may require assistance from the owner for access.
- DOT Traffic Control to be provided by others if required. Our crew will supply cones for the immediate work area.
- By-pass Pumping and bypass of the structure to be in place prior to our arrival and provided by others.
- Water source, nearest hydrant, or spigot to be made available.
- Permits, Fees and Inspector Rates are not included in this quote.
- Client is responsible for all applicable sales tax.
- Midwest Infrastructure Coatings **will not** be responsible for any of the needed by-pass pumping and/or vacuum truck scheduling, or rental during this process.

This price includes everything needed for all cleaning, surface preparation, and the installation of the OBIC Armor 3- layer system:

61.91 VF of Manhole Lining @ \$280.00 per VF = \$17,334.80. After including our \$2,500.00 Mobilization Fee your Total is **\$19,834.80**

The OBIC Armor Multi-Layer Lining System comes with a 10 Year Limited Warranty.

Upon agreeing to the terms, if you would please fill out all areas below and email the completed copy back to me. Should you have any questions regarding this proposal, please feel free to contact me either by phone or email.

Thank you,

Michael Vavruska

Regional Director  
(417) 630 – 8852

[mvavruska@midwestinfrastructurecoatings.com](mailto:mvavruska@midwestinfrastructurecoatings.com)

Name: _____
Signature: _____
Billing Phone Number: _____
Billing Address: _____
Billing E-Mail _____
PO Number _____
Date: _____





# Bid Proposal for 8X4 MATERIAL

<b>CUSTOMER</b>	<p><b>ALLIANCE WATER RESOURCES</b> HENRY COUNTY WATER CO DIVISION 313 S WASHINGTON CLINTON, MO 64735</p>	<p><b>Job</b> 8X4 MATERIAL CLINTON, MO Bid Date: 05/08/2024 Bid #: 3529742</p>
<b>CONTACT</b>	<p><b>Sales Representative</b> Steve Milazzo (T) 816-229-9604 Steve.Milazzo@coreandmain.com</p>	<p><b>Core &amp; Main</b> 2500 NW South Outer Rd Blue Springs, MO 64015 (T) 8162299604</p>
<b>NOTES</b>		



Bid Proposal for 8X4 MATERIAL

ALLIANCE WATER RESOURCES
Job Location: CLINTON, MO
Bid Date: 05/08/2024
Core & Main 3529742

Core & Main
2500 NW South Outer Rd
Blue Springs, MO 64015
Phone: 8162299604
Fax: 8162299607

Table with 6 columns: Seq#, Qty, Description, Units, Price, Ext Price. Includes items like 8 JCM #362 304SS FCA SS HDW, 8X4 STD CONC RED FLXFL 304SS, and 4 PVC SCH80 PIPE PE 20'. Totals: Sub Total 3,597.03, Tax 0.00, Total 3,597.03.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/







**OUR MISSION**

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management, and financial oversight, and ensured regulatory compliance.

**Alliance Water Resources, Inc.**

206 S. Keene St.  
Columbia, MO  
65201

(573) 874-8080

**OPERATIONS REPORT – CLINTON DIVISION**

**APR 2024**

**Wastewater Treatment Plant Operations & Maintenance**

- Recorded 7.82 inches of rain, overflowed 12.4 million gallons into the creek, and submitted the Sanitary Sewer Overflow Bypass to DNR
- An average of 1.68 million gallons of wastewater were treated per day
- Conducted and submitted monthly eDMRs to Missouri DNR
- Checked sludge depth in each of the oxidation ditches that have never been cleaned out and identified minimal sludge that does not require cleaning in conjunction with plant upgrade project
- The snorkel in the east digester broke off at the bottom and is currently utilizing a submersible pump to decant the basin
- Restored operations to the skimmer digester blower that has been inoperable for 5+ years but will need to be re-pipe and install new aeration diffuser heads
- Identified gear reducer on rotor 7 was failing after 30 minutes of runtime and replaced it with a used spare one on hand
- AA Mechanical restored automated controls for the grit removal system that had been inoperable for over a year

**Collection System Operations & Maintenance**

- Conducted 212 sewer line locates
- Staff cleared obstructions out of the pumps at Deer Creek and Calvird liftstations and restored pumping capabilities during heavy rainfalls
- Calvird liftstation variable frequency drives were replaced to run the pumps at full capacity as the old ones were limited to run at only 80% and couldn't keep up with heavy rainfalls
- Identified 2000ft of clay pipe that needs to be lined to extend the life of the pipeline and the estimated cost for this service is \$90K-\$100K

**Other**

- Interviewed a few applicants and hired 3 new replacements for our staff
- Extended the hours of the compost yard for a week in support of the annual city-wide spring cleaning
- This month's safety meeting was held April 30th, the topics were electrical safety and lockout tagout



**OPERATIONS REPORT – CLINTON DIVISION**

**Budgetary – Contract Year to Date through the end of MAR 2024**

Description	Annual Budget	Actual Year to Date
Repair Expense	\$56,500	\$40,741
Chemical Expense	\$30,000	\$15,552

**NPDES Effluent Permit Parameters**

Parameter	Monthly Average	Permit Limit
pH	7.1 Min – 7.6 Max Reported Monthly Avg. 7.3	6.5 Min – 9.0 Max
Total Suspended Solids (TSS)	2.4 mg/L	20 mg/L monthly average
TSS % Removal	98%	85%
Biochemical Oxygen Demand (BOD)	7.7 mg/L	20 mg/L monthly average
BOD % Removal	99%	85%
Ammonia	0.30 mg/L	1.8mg/L monthly average
E. Coli (Apr 1 – Oct 31)	N/A lb total N/A lb average	126 lb/100 mL monthly average
Oil & Grease	N/A	Monitoring Only (quarterly)
Total Phosphorus	0.5 mg/l	1.0 mg/L annual average
Total Nitrogen	N/A	Monitoring Only (quarterly)
Upstream Monitoring Total Phosphorus	N/A	Monitoring Only (quarterly)
Upstream Monitoring Total Nitrogen	N/A	Monitoring Only (quarterly)
Whole Efficiency Toxicity	N/A	Monitoring Only (annually)
Influent Flow	Avg daily flow—1.68 MGD Total—50.42 MG	Design—2.0 MGD YTD—416.73

**Biosolids**

	APR Total (tons)	2024 Total (tons)
Hauled sludge	128.23	2350.95

# BID RESULTS

5/23/2024

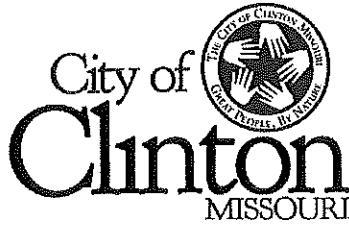
Project for Bid: **Post-Style Metal Building #1**

Department: **Cemetery**

## VENDORS

	Farmco Buildings Gene Arnett (660)885-1574 hammertime1574@yahoo.com	Foster Brother's Construction Jamie Foster (660)525-9572 jamiefoster525@gmail.com	Truhome Excavating & Construction (417)366-2252 truhomellc@gmail.com
<b>Bid Amount</b>	\$49,500.00	\$40,400.00	\$105,577.00





## CONTRACTOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

**Thursday, May 23 at 10:00 AM**

### Post-Style Metal Building #1 (Cemetery)

#### Scope of Work

- 40' x 50' x 14' building
- Laminate post 3'6" to 4' in treated wood, in ground with concrete
- Laminate post on 8' centers
- Stamped trussed roof frame with 2" x 4" purlins
- 4/12 pitch roof trusses
- 2" x 4" runners for frame of walls
- 2" x 8" treated grade board
- Condensation control insulation for roof and walls
- 36" x 80" walk-in door on right 50' side, exact location to be determined
- 2-10' x 14' sliding door making a 20' x 14' opening on end of building
- Pro Panel metal 29 gauge with all trim included. Building and roof colors to be selected from standard colors.
- All nails, color-matched screws, labor, etc., included in bid
- Bidders are encouraged to view Project Areas prior to submitting a bid.
- A one-year material and workmanship warranty shall be provided.

**Bid Price** \$ 40,400

Sealed bids, including this signed form, should be sent to the attention of Deborah Nelson and may be: mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735; dropped off at City Hall; emailed to [dnelson@cityofclintonmo.com](mailto:dnelson@cityofclintonmo.com) or faxed with a cover sheet to 660-885-2023.  
Bids submitted after the deadline will be rejected.

*The City of Clinton reserves the right to reject any and all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.*

Initials

The undersigned hereby offers to furnish the items as specified at the terms stated above.

**SIGNATURE**

Name/Company: Foster Brothers Construction

Phone #: 660-525-9572

Email: jamie.fosters25@gmail.com

By:   
(Authorized Representative)

Date: 5-22-24



City of  
**Clinton**  
MISSOURI

## **PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA**

City Hall • 105 E. Ohio Street, Clinton, MO

Tuesday, June 4, 2024 • 5:45 p.m.

Present:

COMMITTEE MEMBERS:  Austin Jones  Stacia Wilson  Greg Shannon

PUBLIC SAFETY:  Fire Chief Mark Manuel  Deputy Fire Chief Matt Willings

Deputy Police Chief John Scott

GUESTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Request to declare 25 Police Department portable radios as surplus property
2. Resignation letter from Firefighter

Wendee Seaton

---

**From:** Capt. John Scott <j.scott@clintonmopd.com>  
**Sent:** Friday, May 24, 2024 10:56 AM  
**To:** Wendee Seaton <wSeaton@cityofclintonmo.com>  
**Subject:** Re: Public Safety

There are 25 +/- Kenwood NX3200 Radios. The radio guy that we buy our radios from offered to purchase these (different amounts per condition of the radio \$200-\$400 a piece). The school would also like them, for free. The issue will be to them as declare surplus property.

**Captain John E Scott**

Clinton Missouri Police Department  
101 E Ohio Street  
Clinton, MO 64735

Business: 660-885-2679

Fax: 660-885-7096

Dispatch: 660-885-5561

Email: j.scott@clintonmopd.com

To Whom it MAY CONCERN INCLUDING,  
HUMAN RESOURCES CITY OF CLINTON,  
FIRE CHIEF MANUAL  
DEPUTY FIRE CHIEF WILLINGS,

This is my notification that I am  
Resigning FROM MY POSITION AS A FIREFIGHTER  
FOR THE CITY OF CLINTON. This will be EFFECTIVE  
DURING THE SHIFT OF MAY 24<sup>TH</sup> 2024.

Sincerely,  
DANIEL BAILEY  
1212 SE 434<sup>th</sup> ROAD  
CLINTON MO. 64735  
*Daniel Bailey*

**COPY**



City of  
**Clinton**  
MISSOURI

## FINANCE COMMITTEE OPEN MEETING AGENDA

City Hall • 105 E. Ohio Street, Clinton, MO

Tuesday, June 4, 2024 • 5:45 p.m.

Present:

**COMMITTEE MEMBERS:**  Gene Henry  Gary Mount  Mayor Carla Moberly

**STAFF:**  City Administrator Christy Maggi  City Clerk Wendee Seaton

**GUESTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Employee Floating Holiday Hours for 2025
2. Request to join the Missouri Main Street Connection



City of  
**Clinton**  
MISSOURI

To: City Council Members

From: Wendee Seaton, City Clerk

Date: June 4, 2024

Re: Employee Floating Holiday Leave

---

We are requesting the approval of 16 hours of floating holiday leave for full time employees for use in 2025.



## EMPOWERING

*Community Revitalization*

May 8, 2024

### BOARD OF DIRECTORS

President, Christine Johnston  
Marketplace, LLC, Bismarck, Missouri

Immediate Past President,  
Robert Lewis  
St. Louis University, St. Louis

Vice President, Bridgette Ketch  
East Central College Foundation, Warrensburg

Treasurer, Russ Volmert  
Forest Park Forestry, St. Louis

Secretary, Dawn Dauer  
The Bank of Missouri, Cape Girardeau

Executive Leadership Trustee,  
Steven Hoffman  
St. Louis MO State Univ., Cape Girardeau

Karen Bode Baxter  
Pentecostal Seminary, St. Louis

Christina Carver  
MO Dept. of Econ. Dev., Jefferson City

William Emmons  
Washington University, St. Louis

Robert Espeland  
US Bank, St. Louis

Dana Gould  
SFS Architecture, Kansas City

Mark Pauley  
MO Dept. of Nat. Resources, Jefferson City

John Vietmeier  
Downtown Washington, Washington

### ADVISORY BOARD

Mark Grimm  
Gilman and Son, St. Louis

Erica Hagan  
Delmar Main Street, St. Louis

Jason Hall  
Anastor St. Louis, Inc., St. Louis

Shannon Roher  
Sterling Bank, Kansas City

Richard Sheets  
Missouri Municipal League, Jefferson City

Julie Turnipseed  
Anderson Co. Devel. Agency, Garnett, KS

Senator Brian Williams  
Missouri Senate District 14

Hello, City Clerk Wendee Seaton,

### MISSOURI MAIN STREET CONNECTION EMPOWERING COMMUNITY REVITALIZATION

What a great time to support your community through all the resources Missouri Main Street Connection (MMS) can provide. Our efforts with our partners to provide Main Street communities grant opportunities and technical services through pass-through grants funding has increased in the last couple of years. Within the last fiscal year, we've been able to award over \$1 million dollars to over 100 communities due to these efforts.

Since 2006 through 2023, Missouri Main Street communities have seen:

- \$1.25 billion dollars in public and private investment.
- 1,281 net new businesses.
- 5,681 net new jobs.
- 3,413 buildings saved.

For 2023 alone, Missouri Main Street communities have seen:

- \$59.6 million in public and private investment.
- 126 net new businesses.
- 368 net new jobs.
- 308 buildings saved.

We invite the City of Clinton to join MMS. Sign up by scanning the QR code below or completing the application in the brochure. The enclosed brochure outlines the benefits of joining with our organization and our mission to empower community revitalization by celebrating, supporting, and sustaining Missouri historic commercial districts.

Main Street is a program developed by the National Trust for Historic Preservation and administered by the National Main Street Center.

The Main Street Approach™ is a proven, result-driven program that has helped many communities throughout the nation. It focuses on preservation-based economic development and supporting local small businesses.

MMS is the contracted Missouri coordinating program with National Main Street Center, which operates as a statewide nonprofit organization.

If you have any questions about how MMS can help your community, please contact us at 417-334-3014 or [info@momainstreet.org](mailto:info@momainstreet.org).

### JOIN MMS TODAY TO START RECEIVING NETWORK BENEFITS FOR YOUR COMMUNITY!

Sincerely,

Gayla Roten  
Director  
Enclosures



Scan to Join





MISSOURI  
**MAIN STREET**  
CONNECTION

EMPOWERING  
*Community Revitalization*

**Bill To:**

City of Clinton  
City Clerk  
Wendee Seaton  
105 E Ohio  
Clinton, MO 64735

Date: *May 8, 2024*

***THIS IS NOT AN INVOICE***

*Below is the estimated amount for your community to Join MMSC as an investor to begin learning and connecting with us.*

Investor Level	Amount
Government Population: 9 416	\$450
Total Estimated Amount:	\$450

Your contribution helps Missouri communities  
achieve great things!

Instructions:

**Enclose this invoice with payment.**

**Checks can be made out to:  
Missouri Main Street Connection.**

Return payment to:

Missouri Main Street Connection  
PO Box 1066  
Branson, MO 65615  
Phone: 417.334.3014  
FEIN: 71-0988757

EMPOWERING

Community  
Revitalization



MISSOURI  
MAIN STREET  
CONNECTION

## SERVICE OPPORTUNITIES INCLUDE:

- **Community Empowerment Grant (CEG)** is a two-year matching grant program to start a Main Street program. The CEG program started out as the Affiliate Grant (AG) program in 2011. Before becoming the CEG program in 2019, the AG touched 44 communities. Since becoming the CEG program, 55 communities have been provided services and technical assistance directory in the community to revitalize the downtown.
- **Missouri's Premier Downtown Revitalization Conference** is the annual conference, planned and hosted by MMSC, bringing together over 300 community stakeholders including local program directors, board members, volunteers, city and county elected officials and professionals, economic developers, entrepreneurs, and small business owners from across the state of Missouri to lay the groundwork for economic development, preservation education, and awareness as well as their utilization in our communities.

During this conference, MMSC is able to offer continuing credits with the International Economic Development Council (IEDC) for economic developers. MMSC has also hosted community specific deep dive sessions during this conference for civic leaders wanting to learn more about new government grant opportunities, like Community Development Block Grant (CDBG).

This year's conference in Kansas City, MO will have the next credit offer.

- **MMSC Service Directory** can help your organization fine tune the skills necessary for revitalizing your downtown. By carefully integrating the four points (organization, design, economic vitality, and promotions) into a practical downtown management strategy, fundamental changes can occur in a community's economic base, while preserving its historic commercial buildings and the community's unique heritage.

Moving beyond the basics to visioning services and action plan facilitation, these on-site visits will build on the foundation of the Main Street Approach™. Then, if your community is more advanced, a two- to three-day session of evaluating and providing technical services are available which include Asset Mapping, Master Plan, Renderings, Design Guidelines, and Historic Preservation consultations.

---

We invite your community to join us at our Community Empowerment Grant workshop and Missouri's Premier Downtown Revitalization Conference to learn more about the Main Street Approach™ and how it can impact your community.

---



MOMAINSTREET.ORG | P.O. Box 1066 Branson, MO 65615 | (417) 334-3014



MissouriMainStreetConnection



@momainstreet



momainstreet

# MISSOURI MAIN STREET COMMUNITIES

## ACCREDITED COMMUNITIES

Cape Girardeau<sup>^</sup> Lee's Summit<sup>^</sup>  
 Chillicothe\* Liberty  
 Excelsior Springs Warrensburg  
 Joplin Washington<sup>^</sup>

<sup>^</sup>Great American Main Street Award<sup>®</sup> winner

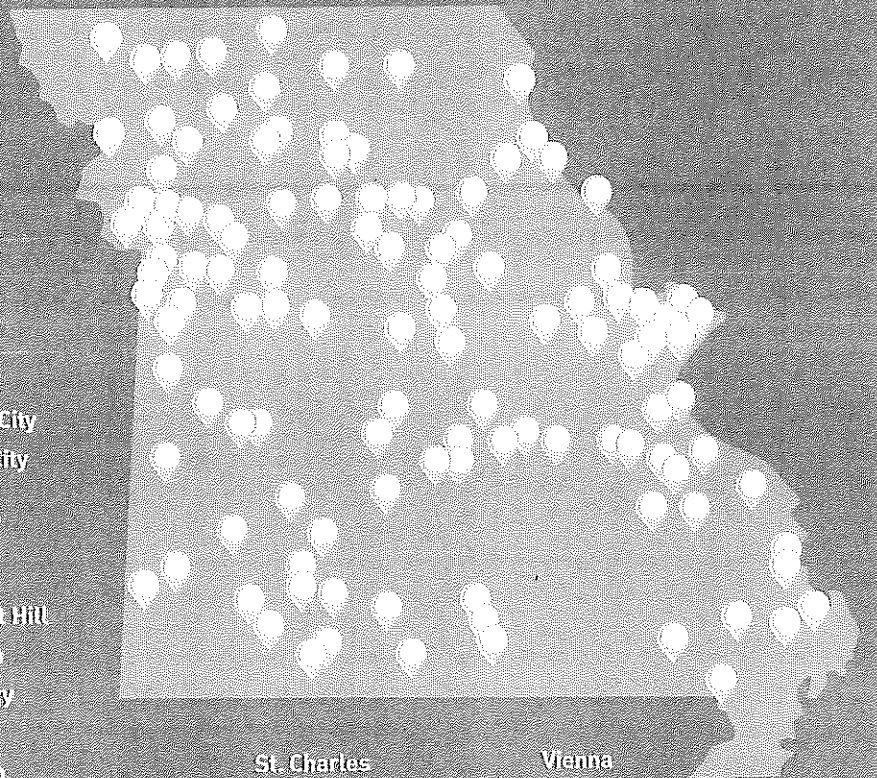
<sup>\*</sup>Great American Main Street Award<sup>®</sup> semi-finalist

## ASSOCIATE COMMUNITIES

Clinton Independence Jackson

## AFFILIATE COMMUNITIES

Albany	Fayette	Monroe City
Ashland	Gallatin	Mound City
Aurora	Glasgow	Nevada
Brookfield	Grain Valley	Ozark
Cameron	Harrisonville	Pacific
Campbell	Kirksville	Pleasant Hill
Canton	Laclede's Landing	Raytown
Carrollton	- St. Louis	Salisbury
Carthage	Lebanon	Sedalia
Charleston	Marceline	Sikeston
Delmar - St. Louis	Maryville	Smithville
Dutchtown	Mexico	Sparta
- St. Louis	Milan	Stanberry



St. Charles  
 St. Joseph  
 Trenton  
 Union  
 Vienna  
 West Plains

## MAIN STREET COMMUNITIES

Adrian	Camdenton	Forsyth	Moberly	Rock Port
Amity	Centralia	Fredericktown	Monticello	Rolla
Appleton City	Cottleville	Greenfield	Normandy	Springfield
Arrow Rock	Columbia	Hannibal	Oak Grove	St. James
Ballwin	Conception Junction	Holden	O'Fallon	St. Louis Districts: Dalmar Loop, Hyde Park
Belton	Concordia	Jefferson City	Odessa	Ste. Genevieve
Bethany	Crane	Kearney	Osceola	Troy
Blue Springs	Defiance	Kirkwood	Park Hills	Valley Park
Bolivar	Delmar - St. Louis	Knob Noster	Parkville	Warrenton
Boone Terre	Dutchtown - St. Louis	Laclede's Landing - St. Louis	Perry	Waynesville
Boonville	Eagleville	La Monte	Perryville	Webster Groves
Branson	East Prairie	Lake Ozark	Piedmont	Wentzville
Butler	El Dorado Springs	Lexington	Pomona	Wildwood
Byrnes Mill	Fair Grove	Macon	Poplar Bluff	Willow Springs
California	Falcon	Mountain Grove	Potosi	Wright City
	Festus	Mountain View	Reed Springs	
	Florissant	Merriam Woods	Richmond	



DON'T SEE YOUR COMMUNITY? CONTACT US!

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City Hall  
105 East Ohio Street  
Clinton, MO 64735

Telephone 660-885-6121  
Fax 660-885-2023  
kharrelson@cityofclintonmo.com

Volunteer Board/Commission/Committee Application  
(PLEASE PRINT)

Name: Jan House Ward: (1) (2) (3) (4)

Street Address: 1800 Deer Run Ave Zip Code: 64735

Home/Cell Phone: 660 351-0900 Home Fax: \_\_\_\_\_

Business/Cell Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

E-mail Address: janelledhouse@gmail.com

Are you related to any City of Clinton elected officials? If yes, tell us who they are and how they are related.

Yes, husband Roger is currently serving on City Council

Do you prefer to be called/e-mailed at your home or business regarding scheduled meetings?

Home Business Either (please circle one)

Please identify only those areas where you would like to serve, in order of preference.  
(1 being the most desired)

- |   |   |
|---|---|
| <input type="checkbox"/> Board of Adjustment                        | <input type="checkbox"/> Park Board                 |
| <input type="checkbox"/> Clinton Regional Airport Board             | <input type="checkbox"/> Personnel Board            |
| <input type="checkbox"/> Board of Cemetery Trustees                 | <input type="checkbox"/> Planning Commission        |
| <input type="checkbox"/> Enhanced Enterprise Zone Board             | <input type="checkbox"/> Clinton Tourism Commission |
| <input type="checkbox"/> Historic Preservation Commission           | <input type="checkbox"/> Tree Board                 |
| <input checked="" type="checkbox"/> Clinton Housing Authority Board | <input type="checkbox"/> Other Interest _____       |

Please briefly describe why you would like to be appointed to serve the community. I enjoy serving on the housing board, watching improvements for the residents and providing quality, affordable housing for our residents of Clinton

Janelle D. House  
Signature

5-21-24  
Date

(For office use only)	
Date Received: _____	Date Appointed: _____
Date Distributed: _____	Term Expires: _____
Distributed To: _____	Notification Letter Mailed: _____
	Date Entered into Database: _____
03/2012	



City Hall  
105 East Ohio Street  
Clinton, MO 64735

Telephone 660-885-6121  
Fax 660-885-2023  
wseaton@cityofclintonmo.com

Volunteer Board/Commission/Committee Application  
(PLEASE PRINT)

Name: Jennifer Hinton Ward: 1 2 3 4

Street Address: 149 NE 201st Rd Zip Code: 64735

Home/Cell Phone: 660-909-0877 Home Fax: n/a

Business/Cell Phone: n/a Business Fax: n/a

E-mail Address: jenniferhinton96@gmail.com

Are you related to any City of Clinton elected officials? If yes, tell us who they are and how they are related.  
No.

Do you prefer to be called/e-mailed at your home or business regarding scheduled meetings?

Home  Business  Either (please check one)

Please identify only those areas where you would like to serve, in order of preference.  
(1 being the most desired)

- Board of Adjustment
- Clinton Regional Airport Board
- Board of Cemetery Trustees
- Enhanced Enterprise Zone Board
- 2  Historic Preservation Commission
- Clinton Housing Authority Board
- Other \_\_\_\_\_
- Park Board
- Personnel Board
- Planning Commission
- 1  Clinton Tourism Commission
- Tree Board
- Inclusive Playground Committee

Please briefly describe why you would like to be appointed to serve the community.

I am interested in improving maintenance on the established bike route from the Katy Trail toward our downtown historic district to grow tourism. As an investor in our downtown.

Jennifer Hinton  
Signature

5/28/24  
Date

(For office use only)  
Date Received: \_\_\_\_\_  
Date Distributed: \_\_\_\_\_  
Distributed To: \_\_\_\_\_

Date Appointed: \_\_\_\_\_  
Term Expires: \_\_\_\_\_  
Notification Letter Mailed: \_\_\_\_\_  
Date Entered Into Database: \_\_\_\_\_

03/2012

historic district I am interested in maintaining the downtown and other



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wseaton@cityofclintonmo.com

Volunteer Board/Commission/Committee Application  
(PLEASE PRINT)

Name: Jim Martin Ward: 1 (2) 3 4

Street Address: 518 S. 2nd Zip Code: 64735

Home/Cell Phone: 660-885-1837 Home Fax: \_\_\_\_\_

Business/Cell Phone 660-885-3335 Business Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Are you related to any City of Clinton elected officials? If yes, tell us who they are and how they are related.  
no

Do you prefer to be called/e-mailed at your home or business regarding scheduled meetings?

Home  Business  Either (please check one)

Please identify only those areas where you would like to serve, in order of preference.  
(1 being the most desired)

- |   |   |
|---|---|
| <input type="checkbox"/> Board of Adjustment              | <input type="checkbox"/> Park Board                     |
| <input type="checkbox"/> Clinton Regional Airport Board   | <input checked="" type="checkbox"/> Personnel Board     |
| <input type="checkbox"/> Board of Cemetery Trustees       | <input type="checkbox"/> Planning Commission            |
| <input type="checkbox"/> Enhanced Enterprise Zone Board   | <input type="checkbox"/> Clinton Tourism Commission     |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Tree Board                     |
| <input type="checkbox"/> Clinton Housing Authority Board  | <input type="checkbox"/> Inclusive Playground Committee |
| <input type="checkbox"/> Other _____                      |   |

Please briefly describe why you would like to be appointed to serve the community.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jim Martin  
Signature

5/30/24  
Date

(For office use only)

Date Received: \_\_\_\_\_  
Date Distributed: \_\_\_\_\_  
Distributed To: \_\_\_\_\_

Date Appointed: \_\_\_\_\_  
Term Expires: \_\_\_\_\_  
Notification Letter Mailed: \_\_\_\_\_  
Date Entered Into Database: \_\_\_\_\_

03/2012



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Clinton, MO 64735

Telephone 660-885-6121  
Fax 660-885-2023  
wseaton@cityofclintonmo.com

Volunteer Board/Commission/Committee Application  
(PLEASE PRINT)

Name: Linda Martin Ward: 1 (2) 3 4  
Street Address: 518 S 2nd Zip Code: 64735  
Home/Cell Phone: 660-351-6183 Home Fax: \_\_\_\_\_  
Business/Cell Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Are you related to any City of Clinton elected officials? If yes, tell us who they are and how they are related.

no

Do you prefer to be called/e-mailed at your home or business regarding scheduled meetings?

Home  Business  Either (please check one)

Please identify only those areas where you would like to serve, in order of preference.  
(1 being the most desired)

- |   |   |
|---|---|
| <input type="checkbox"/> Board of Adjustment              | <input checked="" type="checkbox"/> Park Board          |
| <input type="checkbox"/> Clinton Regional Airport Board   | <input type="checkbox"/> Personnel Board                |
| <input type="checkbox"/> Board of Cemetery Trustees       | <input type="checkbox"/> Planning Commission            |
| <input type="checkbox"/> Enhanced Enterprise Zone Board   | <input type="checkbox"/> Clinton Tourism Commission     |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Tree Board                     |
| <input type="checkbox"/> Clinton Housing Authority Board  | <input type="checkbox"/> Inclusive Playground Committee |
| <input type="checkbox"/> Other _____                      |   |

Please briefly describe why you would like to be appointed to serve the community.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Linda Martin  
Signature

5/30/24  
Date

(For office use only)

Date Received: \_\_\_\_\_  
Date Distributed: \_\_\_\_\_  
Distributed To: \_\_\_\_\_

Date Appointed: \_\_\_\_\_  
Term Expires: \_\_\_\_\_  
Notification Letter Mailed: \_\_\_\_\_  
Date Entered Into Database: \_\_\_\_\_

03/2012

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

City of Clinton (“Owner”)

and

CJW Transportation Consultants LLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Deer Creek Loop Project Scoping (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

- Task 1.0 Project Management
- Task 2.0 Deer Creek Loop Project Scoping

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims



against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

### 3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous

Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Task 1.0	Project Management	\$ 368.00
Task 2.0	Deer Creek Project Scoping	\$ 2,908.00
Reimbursable		\$ 140.70

TOTAL FEE \$ 3,416.70

- 1. The total compensation for services and reimbursable expenses shall not exceed **\$ 3,416.70**

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments:

- Scope of Services
- Hourly Rates
- Fee Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Clinton  
Christy Maggi

ENGINEER: CJW Transportation Consultants, LLC

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

By: 

Dane Seifer, PE, PTOE

Title: City Administrator

Title: President

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

Date Signed: 5/16/24

Engineer License or Firm's Certificate  
Number: 027249

State of: Missouri

Address for giving notices:

Address for giving notices:

200 South Main Street

5051 S. National Avenue, Suite 7A

Clinton, Missouri 64735

Springfield, Missouri 65810

## SCOPE OF SERVICES

### General

The Consultant shall field check/walk and prepare cost estimates for the following locations and projects:

1. Deer Creek Loop



The Consultant shall utilize existing aerial photos and as-built plans to review these locations prior to the field check. The Consultant will collect other pertinent data prior to conducting field visit.

Task 1.0

The Consultant shall field check these locations along with City personnel to obtain the extent of the improvements, location of improvements (both or one side of the road), project exceptions, and overall intent of the improvements. The Consultant shall analyze the condition of the pavement, and curb and gutter.

Task 1.1

The consultant will conduct a preliminary survey to determine water flow along the roadways in order to inform the proposed design. The Consultant will then prepare the necessary exhibits to illustrate what improvements would be made to the street, and develop an estimate based upon said exhibits.

Task 1.2

The Consultant shall prepare a separate opinion of estimate for each location. Estimate shall include construction cost, right of way costs, specialty costs for signals, signing, and lighting revisions, and potential for any utility adjustments.

Task 1.3

The Consultant shall prepare a brief description of the proposed improvements for each location listed above, including overall opinion of costs. In addition, the Consultant will provide and exhibit for each project illustrating the extent of public improvements that are to be made. The exhibit will also illustrate the proposed impact to adjacent properties.

**SERVICES PROVIDED BY THE CONSULTANT**

1. One (1) cost estimate as described above for each location listed above.
2. Prepare for and field check each location listed above. Take photos and video as needed for estimate preparation.
3. Prepare brief summary of proposed improvements with overall costs for each project listed above.
4. Provide conceptual layout of the proposed improvements that are to be constructed.

**SERVICES PROVIDED BY THE CITY**

1. Right of way cost per square foot for various right of way needs.
2. Any relevant bid tabs from recent projects.
3. Aerial information for each project.
4. Field personnel to walk the route and provide local route knowledge.



# Retirement Party for Cheri Wilson



Join us in celebrating the retirement of Cheri after 21 years of service to the City and Community. Stop by anytime for cake and tea.

**Monday**  
**July 1, 2024**  
**2-4 pm**

