



## AGENDA

Clinton City Council Regular Meeting  
City Hall • 105 E. Ohio Street, Clinton, MO 64735  
Tuesday, August 6, 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 July 16, 2024.
5. **Personal Appearances:**
6. **Reports:**
  - a. Joel Long - Clinton Regional Airport Report
7. **Second Reading of Previously Read Bills:**
  - a. Agreement with MoDOT for the financing assistance for ATS.  
**Bill No. 2024-11 - An Ordinance authorizing an operating application for operating assistance on behalf of the City of Clinton, a municipal corporation, with the Missouri Department of Transportation to aid in the financing of a public transportation system.**
8. **Committee Reports:**
  - a. **Public Works Committee Report:**
    1. Street Department:
      - a. SS4A Project: Review and Rate SOQ's: Recommend begin negotiations with CJW Transportation.
      - b. Future Street Projects: Prioritize for FY 24-24 Budget: Recommend Council accept list, allowing Street Department to develop a multi-year plan, 3-0.
      - c. Second Street Sidewalk Extension, Phase 1 – Hillcrest Dr. To GVMH:
        - MHTC Transportation Enhancement Funds Program Agreement: Recommend approval 3-0  
**Bill No. 2024-15 - An Ordinance of the City of Clinton approving a grant agreement between the City of Clinton (CITY) and the Missouri Highways and Transportation Commission (COMMISSION) for Phase I of the Second Street Sidewalk Extension Project, from Hillcrest Drive to Gaines Drive.**
        - MHTC Sidewalk Improvements Agreement: Recommend approval, 3-0.  
**Bill No. 2024-14 - A Ordinance of the City of Clinton approving an agreement between the City of Clinton (CITY) and the Missouri Highways and Transportation Commission (COMMISSION) to allow City to work on Commission Right-of-Way.**



2. Waste Water:

- a. Monthly Operations Report: Information Only.
- b. West Digester Mixer Motor: Recommend Aerator Solutions quote for \$11,685.
- c. Deer Creek PS: Will complete elevator repairs for fixed price of \$5228. Auto-transfer switch still not functioning.
- d. Upper level Motor 5: Still waiting for quotes.
- e. Rotor 3: Now operational.
- f. WWTP Improvement Project:
  - Value Engineering (VE) proposal from Ross Construction: Recommend accept VE proposal issue notice of Award and proceed with finalizing construction contract.
  - Amendment 3 TO13: Was not received in time for PWC meeting. Will take directly to Council.

**Resolution No. 20-2024 - A Resolution of the City Council of Clinton, Missouri approving Amendment No. 3 to Task Order No. 13 between the City of Clinton and HDR Engineering, Inc.**

- g. DNR Regionalization Incentive Grant (RIG):
  - Review and Rate SOQ's: Recommend begin negotiations with Garver.
  - Update on Project: Stoneridge subdivision is considering forming a sewer district, at the suggestion of City Attorney Harris Grant. Will be formally approved on October 10<sup>th</sup>.
- h. Update on USACE Conveyance of 177.69 ac.:
  - Memorandum of Agreement (MOA): Draft being revised by USACE.
  - Scope of Work (SOW) for Archeological Fieldwork: Being revised by USACE.
  - Request for Proposals (RFP) for Archeological Investigations/Mitigation: Will develop after MOA and SOW are finalized.

3. Park & Rec:

- a. Old (Lower) Artesian Park: Request from USACE for City Partnership: Park and Rec in discussion with USACE. Awaiting further information.
- b. Desty Haddock Retirement Letter: Began employment 9/2/2004. Accept retirement letter with regrets.
- c. Pumps/Starter at Artesian Pool: Hope to install next week.
- d. AC Therapy Pool Filter: Difficulty finding parts. Are investigating other options.
- e. Red Hammer: Preparing quote for AC roof.
- f. Soccer Field: Parking options discussed. UPDATE: Vance Brothers proposal to micro-seal existing lot.



4. Community Development:

- a. Resolution of Support for Cloy Estates-Phase III: Recommend approval.

**Resolution No. 18-2024 - A Resolution of the City Council of Clinton, Missouri supporting an application by D. Kim Lingle and MBL Development for Missouri Housing Development Commission Funding for Cloy Estates - Phase III.**

5. Other:

- a. Request from Council Person Mount to hold a Work Session: Heard comments from citizens.

b. **Public Safety Committee Report:**

1. Upcoming Firefighter Candidate testing and timing with Warrensburg Firefighter I & II Certification academy.
2. Request from Council Person Gary Mount for a Council work session: See Public Works Committee section for the request materials.

c. **Finance Committee Report:**

1. Clinton Main Street Agreement Annual Renewal
2. Audit Services Contract and Engagement Letters for Fiscal Year Ending September 30, 2023 and September 30, 2024.

**Resolution No. 19-2024 - A Resolution of the City Council of Clinton, Missouri (CITY) approving engagement letters with Hood and Associates CPAs, PC (CONTRACTOR) for Auditing Services for Fiscal Years Ending September 30, 2023 and September 30, 2024.**

3. Airport Terminal Grant Agreement

**Bill No. 2024-12 - An Ordinance of the City of Clinton regarding a Grant Agreement between the City of Clinton (CITY) and the Missouri Highways and Transportation Commission (COMMISSION) to construct an Airport Terminal and Parking Lot.**

9. **Mayor's Report**

- a. Mayor's recommendation for the appointment of Greg Bauer to the Cemetery Board with a term expiring March 2027.

10. **City Administrator's Report**

11. **Unfinished Business:**

- a. Area Transportation Service Renewal of the Title VI External Civil Rights Policy & Limited English Proficiency Plan

12. **New Business:**

- a. Annual Conflict of Interest Policy

**Bill No. 2024-13 - An Ordinance to establish a procedure to disclose potential conflicts of interest and substantial interests for certain officials.**

13. **Adjournment**



City of  
**Clinton**  
MISSOURI

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

Fire Department Monthly Reports for June and July, 2024

Notice of Council Budget Work Session on Wednesday, August 7, 2024 at 5:15 pm

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, July 16, 2024 • 6:03 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, July 16, 2024. Mayor Carla Moberly presided.

1. **Call to Order**

2. **Roll Call:**

Council Persons:

Present: Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon and Stacia Wilson

Absent: Gene Henry

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, Economic Director Mark Dawson

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 July 2, 2024. Council Person House duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

5. **Personal Appearances:**

- a. Karen Polselli of 607 S. 2<sup>nd</sup> Street spoke on the noise and traffic at her location and requested that the City investigate the disturbances in the area.

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:**

- a. Augusta Street Bridge: HC Commission approving agreement 7/9. Will close road and begin ASAP. COUNCIL: Work has begun. The Street Superintendent will be on site periodically to monitor that approved specs have been met. For information only.
- b. Downtown Square Micro-Surface Project: Will hold a pre-construction meeting soon and begin work in early August. Material will cure in approximately 2 hours. UPDATE: Request approval of Vance Brothers Change Order Request Number 1 to change project completion date to 10/31/2024 and to add Washington Street, from Jefferson to Ohio, to the project area. COUNCIL: Council Person House made a motion to approve the Change Order Request 1. Council Person Jones duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

Council Minutes  
July 16, 2024

- c. TAP Grant Award: 2<sup>nd</sup> Street Sidewalk Extension, Phase I-Hillcrest to Hospital: MODOT is preparing grant agreement. For information only.
  - d. Olde Glory Days: Need to relay to OGD Committee that square must remain closed until street sweeper is completely done after the parade. For information only.
2. **Waste Water:**
- a. Repair Budget: Over budget on repairs 103% to date. Chemical budget is under, should end year under budget. COUNCIL: This will be discussed in the next budget work session. For information only.
  - b. Deer Creek Elevator: Continuing to evaluate options. Will consult with Garver. COUNCIL: Council Person House made a motion to approve repairs as proposed by MEI. Council Person Nelson duly seconded the motion. Discussion was held on the current process of using a harness to access the pump station and the dangers involved. Repairs should be under \$10,000. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
  - c. McDonald's Grease Line: Continual problems. Christy will consult with city attorney to confirm that Sec. 52-57 is applicable. COUNCIL: A letter has been given to the business location and sent to the business owner. For information only.
  - d. Upper Level Pump #5: Motor may need to be replaced. For information only.
3. **Park & Rec:** For information only.
- a. Resignation letter from Desty Haddock
  - b. Aquatic Center Report: Pools have been drained for annual cleaning. Will repair filter on therapy pool. Roof inspection indicates 2006 roof needs to be replaced.
  - c. Outdoor Pool Update: Pumps for drop slides and spray park are ready. Waiting for controls to arrive.
4. **Community Development:** For information only.
- a. Monthly Building Report: Information only.
  - b. Building Commission Hearing Dates:
    - 402 E. Jefferson: August 20, 2024
    - 411 E Oak: September 17, 2024
  - c. Dangerous Buildings to Begin Process:
    - 506 E. Grandriver
- b. **Public Safety Committee Report:** *Council Person Jones gave the following committee report:*
1. Update on the Police Department's new GPS system. COMMITTEE: The old system was based on tablets. The new units plug directly into the cars and provide other useful data. The Fire Department will be installing them as well. For information only.
  2. Pricing for items discussed in the budget work session: Hose Dryer, Hose Washer and the Hose Re-coupler. Quotes attached. Delivery time is currently at four weeks. COMMITTEE: Recommends approval. COUNCIL: Council Person Jones made a motion to approve the purchase of a new Hose Dryer, Hose Washer and Hose Re-coupler at an estimated \$29,771. Council Person Mount duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

Council Minutes  
July 16, 2024

3. Resignation of Police Officer Christian Smith. COUNCIL: Council Person Jones made a motion to accept the resignation with regret. Council Person Jackson duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
- c. **Finance Committee Report:** *Council Person Mount gave the following committee report:*
  1. Banking Depository Agreement Annual Renewal. COMMITTEE: Recommends approval. COUNCIL: Council Person Mount made a motion to renew the annual Banking Depository Agreement with Hawthorn Bank. Council Person House duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
  2. Audit Services Bid Tab and References. COMMITTEE: Recommends approval of Hood and Associates CPAs after discussion of the two submitted proposals. COUNCIL: Council Person Mount made a motion to accept the proposal from Hood and Associates CPAs for Audit Services. Council Person Jackson duly seconded the motion. Discussion was held on the renewal and the situation with our previous auditor. The City Attorney will send a letter to Dana Cole requesting a refund of our payment for the field work portion of the services. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
9. **Mayor's Report:**
  - a. Wants to thank everyone involved in the successful Olde Glory Days event.
10. **City Administrator's Report:**
  - a. The financing for the new sweeper is being prepared by Civista. The old sweeper needs to be declared as surplus and taken to Cook Auction. Council Person House made a motion to declare the sweeper as surplus. Council Person Mount duly seconded the motion. 6 Ayes; 0 Nays; 1 Abstain: Cameron Jackson; 1 Absent. Mayor Carla Moberly declared the motion passed.
11. **Unfinished Business:**
  - a. HDR Amendment No. 2 to Task Order No. 13  
**Resolution No. 17-2024 - A Resolution of the City Council of Clinton, Missouri approving Amendment No. 2 to Task Order No. 13 between the City of Clinton and HDR Engineering, Inc.**  
Council Person Jackson made a motion to approve Resolution No. 17-2024. Council Person Nelson duly seconded the motion. Discussion was held on what costs were involved. HDR needs to finalize and approve the shop drawings before the City moves to Garver. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
  - b. HDR Amendment No. 9  
**Resolution No. 16-2024 - A Resolution of the City Council of Clinton, Missouri approving Amendment No. 9 to an agreement between the City of Clinton and HDR Engineering, Inc. for Engineering Consulting Services for Wastewater Projects.**  
Council Person House made a motion to approve Resolution No. 16-2024. Council Person Jackson duly seconded the motion. Discussion was held on the need to extend the Master Services Agreement to complete the current portion of the project. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

Council Minutes  
July 16, 2024

12. **New Business:**

- a. Agreement with MoDOT for the financing assistance for ATS. Council Person Jackson called for the clerk to give the first reading by title only of Bill No. 2024-11.

**Bill No. 2024-11 - An Ordinance authorizing an operating application for operating assistance on behalf of the City of Clinton, a municipal corporation, with the Missouri Department of Transportation to aid in the financing of a public transportation system.**

Council Person Jackson made a motion to approve the first reading by title only of Bill No. 2024-11. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson, Greg Shannon and Stacia Wilson; 0 Nays; 1 Absent: Gene Henry. Mayor Carla Moberly declared the motion passed and stated the second reading will be held at the next meeting.

- b. Request to schedule a council work session: Discuss and address issues throughout Clinton that are the forefront of numerous on-going and current citizens' complaints. Discussion was held and it was determined that items need to be taken to the appropriate standing committee before coming to council.

13. **Closed Session:** Council Person House made a motion to adjourn to closed session pursuant to RSMo. 610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected. Council Person Jones duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson, Greg Shannon and Stacia Wilson; 0 Nays; 1 Absent: Gene Henry. Mayor Carla Moberly declared the motion passed. At 6:35 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.

---

City Clerk Wendee Seaton

---

Mayor Carla Moberly



**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING AN OPERATING APPLICATION FOR OPERATING ASSISTANCE ON BEHALF OF THE CITY OF CLINTON, A MUNICIPAL CORPORATION, WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF A PUBLIC TRANSPORTATION SYSTEM.**

**WHEREAS**, the Missouri Department of Transportation is authorized to make operating assistance grants for general public transportation projects; and,

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs; and,

**WHEREAS**, it is the goal of the applicant to provide the best transit system that can be provided with the money available.

**NOW, THEREFORE**, be it resolved by the City of Clinton as follows:

1. That the Project Manager is authorized to execute and file a capital and/or operating application for operating assistance on behalf of the City of Clinton, a municipal corporation, with the Missouri Department of Transportation to aid in the financing of a public transportation system.
2. That the Project Manager is authorized to furnish such additional information as the Missouri Department of Transportation may require in connection with the application or the project.
3. That the Project Manager is authorized to execute grant agreements on behalf of the City of Clinton with the Missouri Highways and Transportation Commission for operating and/or capital funding under the Section 5311 Non-urban Transportation Assistance Program or the Section 5309 Capital Program.

This ordinance shall become effective immediately upon its passage and approval as provided by law.

Read the first time this 16<sup>th</sup> day of July, 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



City of  
**Clinton**  
MISSOURI

## OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street  
Tuesday, July 30, 2024 • 7:00 a.m.

### Present:

Members: Roger House, Shelley Nelson, Cameron Jackson

Staff: Christy Maggi, TJ Williams, Jon Patriarca, John McClendon, Chuck Bailey,  
John McClendon

Guests: Carla Moberly, Gary Mount, Gary Bauer, Debbie Elpers, Mike Elpers, K'Lynn Skaggs, Tom Skaggs, Sam Gibbons, Jim Talley, Theresa Talley, Paul Cornell, Terry Cornell, Mike Morales, Don Pulse, Carol Pulse

### 1. Street Department:

- a. SS4A Project: Review and Rate SOQs: Recommend begin negotiations with CJW Transportation.
- b. Future Street Projects: Prioritize for FY 24-24 Budget: Recommend Council accept list, allowing Street Department to develop a multi-year plan, 3-0.
- c. Second Street Sidewalk Extension, Phase 1 – Hillcrest Dr. To GVMH:
  - MHTC Transportation Enhancement Funds Program Agreement: Recommend approval 3-0,  
**Bill No. 2024-15 - An Ordinance of the City of Clinton approving a grant agreement between the City of Clinton (CITY) and the Missouri Highways and Transportation Commission (COMMISSION) for Phase I of the Second Street Sidewalk Extension Project, from Hillcrest Drive to Gaines Drive.**
  - MHTC Sidewalk Improvements Agreement: Recommend approval, 3-0.  
**Bill No. 2024-14 - A Ordinance of the City of Clinton approving an agreement between the City of Clinton (CITY) and the Missouri Highways and Transportation Commission (COMMISSION) to allow City to work on Commission Right-of-Way.**

### 2. Waste Water:

- a. Monthly Operations Report: Information Only.
- b. West Digester Mixer Motor: Recommend Aerator Solutions quote for \$11,685.
- c. Deer Creek PS: Will complete elevator repairs for fixed price of \$5228. Auto-transfer switch still not functioning.
- d. Upper level Motor 5: Still waiting for quotes.
- e. Rotor 3: Now operational.
- f. WWTP Improvement Project:
  - Value Engineering (VE) proposal from Ross Construction: Recommend accept VE proposal, issue Notice of Award and proceed with finalizing construction contract.



- Amendment 3 TO13: Was not received in time for PWC meeting. Will take directly to Council.  
**Resolution No. 20-2024 - A Resolution of the City Council of Clinton, Missouri approving Amendment No. 3 to Task Order No. 13 between the City of Clinton and HDR Engineering, Inc.**
- g. DNR Regionalization Incentive Grant (RIG):
  - Review and Rate SOQs: Recommend begin negotiations with Garver.
  - Update on Project: Stoneridge subdivision is considering forming a sewer district, at the suggestion of City Attorney Harris. Grant will be formally approved on October 10<sup>th</sup>.
- h. Update on USACE Conveyance of 177.69 ac.:
  - Memorandum of Agreement (MOA): Draft being revised by USACE.
  - Scope of Work (SOW) for Archeological Fieldwork: Draft being revised by USACE.
  - Request for Proposals (RFP) for Archeological Investigations/Mitigation: Will develop after MOA and SOW are finalized.
- 3. **Park & Rec:**
  - a. Old (Lower) Artesian Park: Request from USACE for City Partnership: Park and Rec in discussion with USACE. Awaiting further information.
  - b. Desty Haddock Retirement Letter: Began employment 9/2/2004. Accept retirement letter with regrets.
  - c. Pumps/Starter at Artesian Pool: Hope to install next week.
  - d. AC Therapy Pool Filter: Difficulty finding parts. Are investigating other options.
  - e. Red Hammer: Preparing quote for AC roof.
  - f. Soccer Field: Parking options discussed.
- 4. **Community Development:**
  - a. Resolution of Support for Cloy Estates-Phase III: Recommend approval.
- 5. **Other:**
  - a. Request from Council Person Mount to hold a Work Session: Heard comments from citizens.



City of  
**Clinton**  
MISSOURI

---

June 26, 2024

Dear Consultant:

The City of Clinton is requesting the services of a consulting engineering firm to perform the described professional services for the project included on Attachment A.

If your firm would like to be considered for these consulting services, you may express your interest by responding to the appropriate office, which is indicated in the attachments. Limit your letter of interest to no more than three (3) pages. This letter should include a statement to indicate your firm's understanding of the project. It should also include any information which might help us in the selection process, including key personnel you would assign to the project, and the backgrounds of those individuals. In addition, please attach one (1) page with detailed information on similar projects that your key personnel have worked on. It is required that your firm's Statement of Qualifications (RSMo 8.285 through 8.291) be submitted with your firm's Letter of Interest or be on file with the City of Clinton. The statement of qualifications is not included in the total page count limit.

DBE firms must be listed in the MRCC DBE Directory located on MoDOT's website at [www.modot.gov](http://www.modot.gov), in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any project they feel can be managed by their firm. The DBE goal for this project is 0%.

**Your firm must be prequalified with MoDOT and listed in MoDOT's Approved Consultant Prequalification List, or your firm will be considered non-responsive.**

The above information should be submitted no later than **10:00 AM, July 24, 2024**, to the attention of **City Administrator Christy Maggi** at City Hall, 105 E. Ohio, Clinton MO 64735. Respondents shall submit three (3) hard copies and one (1) digital copy.

The City of Clinton will evaluate firms based on: Project Understanding, Past Performance, Qualifications of Personnel Assigned, General Experience of Firm, Familiarity/Capability and Accessibility of Firm & Staff.

Christina A. Maggi  
City Administrator

**REQUEST FOR QUALIFICATIONS (RFQ) PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES –  
Attachment A**

The City of Clinton, Missouri is requesting statements of qualification (SOQ) for engineering services to develop a **Comprehensive Safety Action Plan** and a **Supplemental Planning Activity** to better inform the Plan. The Safety Action Plan will guide the community in promoting traffic safety with a goal to eliminate fatal and serious injury crashes. The city has placed a priority on the deployment of proven safety countermeasures that employ low-cost, high-impact strategies to improve safety for all users and to ensure equitable investment in the safety needs of the underserved/disadvantaged. The Safety Action Plan will include efforts to address infrastructure, behavioral, educational, and operational initiatives to prevent death and serious injury on roads and streets with a system goal to promote traffic safety for all roadway users.

The city is also committed to developing a Comprehensive Safety Action Plan that aligns with the U.S. DOT's priorities for safety, equity, climate and sustainability, quality job creation, and economic strength, and global competitiveness. The city working with a consultant intends to form a steering committee to engage with community groups, and safety advocates to drive the action plan development, analysis, implementation, and monitoring. The planning process will draw on this safety experience, while working with the consultant, to seek involvement/input from a diverse population, including the underserved.

The Supplemental Planning Activity will be led by the consultant and include a multi-disciplinary team to conduct a Road Safety Audit (RSA) on the Ohio Street/MO18 & 2nd Street corridor. The RSA will include a focus on bike/pedestrian safety to inform the Safety Action Plan and to provide valuable safety data to inform the city's sidewalk and trails initiative.

**SS4A Action Plan Components | US Department of Transportation**

For details about the Safe Streets & Roads for All (SS4A) Action Plan Components, go to: [https://www.transportation.gov/sites/dot.gov/files/2022-06/SS4A Action Plan Components.pdf](https://www.transportation.gov/sites/dot.gov/files/2022-06/SS4A%20Action%20Plan%20Components.pdf)

<b>Funding Opportunity Number</b>	DOT-SS4A-FY23-01
<b>Federal Award No.</b>	693JJ32440446
<b>Project Funding</b>	\$120K Federal / \$30K Local

Federal Funding for the project is through the U.S. DOT/Federal Highway Administration.

**Pursuant to the Brooks Act for Consultant Selection – the following criteria will be the basis for selection.**

Project Understanding	25 Points Max
Past Performance	25 Points Max
Qualifications of Personnel Assigned	20 Points Max
General Experience of Firm	10 Points Max
Familiarity/Capability	10 Points Max
Accessibility of Firm & Staff	10 Points Max

The City of Clinton is an Equal Opportunity Employer.

**Evaluation Committee:** An evaluation committee established by the city will review the SOQs in accordance with selection criteria. Additional information may be requested. Questions about this RFQ are to be directed to Christy Maggi, [cmaggi@cityofclintonmo.com](mailto:cmaggi@cityofclintonmo.com).

## Safe Streets for All (SS4A)

### Summary Rating Matrix for Engineering Services - 07/29/2024

Raters: Council members House, Jackson and Nelson. City staff Williams and Maggi.

		Toole	CJW
Letter of interest, 3 pgs. max.	Y or N	Y	Y
Similar projects, 1 pg.	Y or N	Y	Y
SOQ	Y or N	Y	Y
3 hard copies, 1 digital copy	Y or N	Y	Y
MoDOT Approved Consultant Prequalification List	Y or N	Y*	Y

Rating Criteria	Max. Points	RH	CJ	SN	TW	CM	RH	CJ	SN	TW	CM
Project Understanding	25	25	20	22	25	20	25	25	24	25	25
Past Performance	25	15	22	20	25	22	20	25	24	25	25
Qualifications of Personnel Assigned	20	15	20	20	10	20	20	20	20	20	20
General Experience of Firm	10	5	10	5	5	10	10	10	10	10	10
Familiarity / Capability	10	5	3	5	5	3	10	10	9	10	10
Accessibility of Firm & Staff	10	5	5	5	5	5	10	8	7	5	8
<b>Total points from each evaluator</b>		70	80	77	75	80	95	98	94	95	98
<b>TOTAL POINTS FOR EACH FIRM</b>		382					480				

Priority listings for road repair/replacement

Construction =

- Price Lane
- Vansant
- Rives Rd. Bridge
- Water St. Culvert (North of Green St.)
- Deer Creek Circle (Shadow Hills)

Mill and Fill =

- 3<sup>rd</sup> street (Green to Ohio & Ohio to Henry)
- Main St. (Ohio to Henry)
- Allen St. (Second St. to Main St.)
- Grandriver St. ( 7<sup>th</sup> St. to 3<sup>rd</sup> St.)
- Vansant (Ohio St. to Waste water, including triangle)
- Water St. (Rogers St. to Magnolia)
- Water St. (from Bridge to Mill St.)
- Washington St. (College St. to Oak St.)
- Carter St. (Franklin St. to Grandriver St.)

Micro surface =

- Second St. (7 Hwy to Conservation Dept.)
- 7<sup>th</sup> St. (Green St. to Ohio)
- Green St. (Price lane to Second St.)
- Price lane outer roads
- Bodine (Second St. to 8<sup>th</sup> St.)
- Remington Circle
- Brookwood

Some of the listed items will require prior maintenance by the Street Department and work is not listed by priority, just as priority items needing work.

Possible const/mill = Pawnee, Kansas Ave.

Proposed surface treatment for North and South Second Street with Ohio Street being the dividing point.

North Second St. from Ohio Street to State ROW (by Oak Star bank) is approx. 7670' long and at its widest point is approx. 39'. That gives us 299,130 sf. and 33,236.67 sy.

At last year's price point of \$3.50 (for over 30,000 sy.) will be an approx. cost of \$116,328.34 for the seal. Included would be \$1.50 sy for crack seal prior to the treatment for a cost of \$49,855.00

For a total of approx. \$166,183.34

South Second St. from Ohio Street to the Conservation Dept. back entrance (end of City maint.) is approx. 6300' long and at its widest point 45'. That gives us 283,500 sf. and 31,500 sy.

At last year's price point of \$3.50 (for over 30,000 sy.) will be an approx. cost of \$110,250.00 for the seal. Included would be \$1.50 sy for crack seal prior to the treatment for a cost of \$47,250.00

For a total of approx. \$157,500.00

There could be a cost savings on South Second St. if we deduct the footage of concrete street we have which is approx. 1500' giving us 24,000 sy of surface and crack seal treatment, but this may include a slight cost increase for the surface treatment for having less than 30,000 sy, unless we combine the two jobs together. There will also be an unincluded cost for restriping of North and South.

Proposed construction for Price Lane.

Price lane, being a major artery for entrance into our town, not to mention the Benson Center, indoor swimming pool, inclusive playground, skate park, senior center, baseball games and a parking area for Katy Trail enthusiasts, is in need of repair. I am proposing that we, at least, reconstruct from State ROW to the skate park/inclusive playground entrance. There might be a few locations we can skip here and there but the majority of the work needs to be done from the State ROW to south of the intersection of Sedalia Ave. and Price Lane.

I cannot give a cost estimate due to this project needing to be engineered.



Bill No. 2024-15

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF CLINTON APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (COMMISSION) FOR PHASE I OF THE SECOND STREET SIDEWALK EXTENSION PROJECT, FROM HILLCREST DRIVE TO GAINES DRIVE.**

**WHEREAS**, the Commission has agreed to award funds to the City for design and construction of pedestrian improvements from Hillcrest Drive to Gaines Drive;

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

1. The Mayor is authorized to execute the Transportation Enhancements Funds Program Agreement for TAP-2000(209) (attached) with the Missouri Highways and Transportation Commission, for 80% of the project costs, not to exceed Four Hundred Forty-Eight Thousand Two Hundred Forty Dollars and Zero Cents (\$448,240.00).
2. The City commits local matching funds in the amount of One Hundred Twelve Thousand Sixty Dollars and Zero Cents (\$112,060.00).
3. All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.
4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read the first time this \_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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

Ayes-  
Nays-

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

Carla Moberly, Mayor

CCO Form: FS25  
Approved: 04/95 (MGB)  
Revised: 03/24 (TLP)  
Modified:

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP – 2000(209)  
Award Year: SFY 2025  
Federal Agency: Federal Highway Administration, Department of Transportation

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

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

WITNESSETH:

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

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

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: Pedestrian improvements along MO 13 from Hillcrest Drive to Gaines Drive. The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

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

made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

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

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

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

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

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

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

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

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

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as

stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

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

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

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be eighty percent (80%) not to exceed \$448,240 (Four hundred forty-eight thousand two hundred and forty dollars). The calculated federal share for seeking federal reimbursement of

participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

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

(22) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project.

Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

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

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

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

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

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

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

*[Remainder of Page Intentionally Left Blank]*



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

Executed by the City this \_\_\_\_\_.

Executed by the Commission this \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF CLINTON

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

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

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

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

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

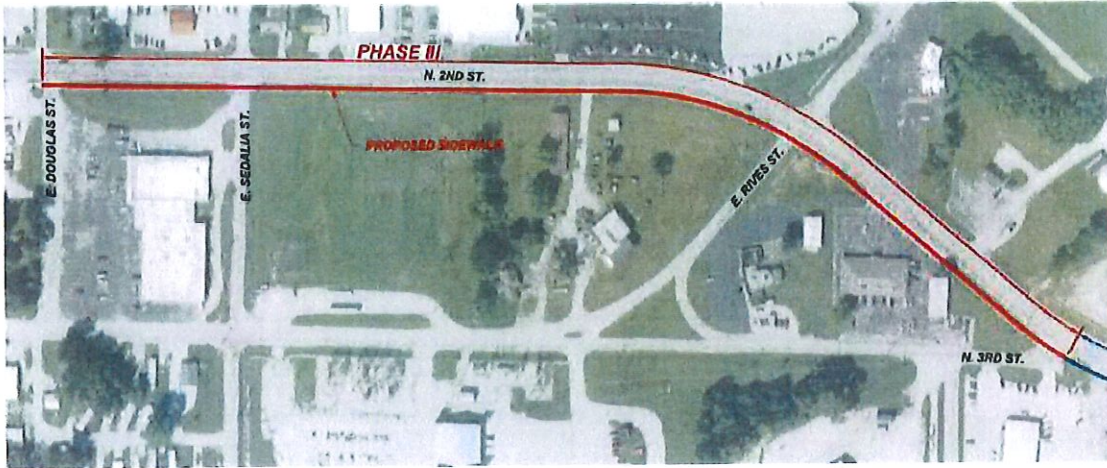
By: \_\_\_\_\_

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

Ordinance No. \_\_\_\_\_

# Exhibit A - Location of Project

NOTES:



\*TAP-200(209) is for Phase I

NO.	DESCRIPTION	DATE

LEGEND

CONSULTING ENGINEERS
   
 2100 WASHINGTON CIRCLE, L.L.C.
   
 1000 N. GARDNER ST.
   
 CLINTON, MISSOURI 64601
   
 PHONE: 660-333-3333
   
 FAX: 660-333-3334
   
 WWW.CJWENGINEERS.COM

PRELIMINARY
   
 NOT FOR CONSTRUCTION

2ND STREET SIDEWALK
   
 CITY OF CLINTON, MISSOURI
   
 CLINTON, MISSOURI

DATE	REVISION

SCALE: 1" = 40'

SIDEWALK PHASING PLAN
   
 SHEET 01 OF 01

## Exhibit B – Project Schedule

Project Description: Pedestrian, ADA improvements along MO 13 from Hillcrest Dr. to Gaines. Dr. in Clinton, Henry County. TAP-2000(209)

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	08/2024
Solicitation for Professional Engineering Services (advertised)	11/2024
Engineering Services Contract Approved	02/2025
Preliminary and Right-of-Way Plans Submittal	08/2025
Plans, Specifications & Estimate (PS&E) Submittal	02/2026
Plans, Specifications & Estimate (PS&E) Approval	03/2026
Advertisement for Letting	04/2026
Bid Opening	05/2026
Construction Contract Award	06/2026

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

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

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

\*To be inserted prior to execution\*

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF CLINTON APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (COMMISSION) TO ALLOW CITY TO WORK ON COMMISSION RIGHT-OF-WAY.**

**WHEREAS**, the Commission owns and operates, as part of the State Highway System, MO 13 located in Henry County; and

**WHEREAS**, the City is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements;

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

1. The Mayor is authorized to execute the Missouri Highways and Transportation Commission Sidewalk Improvements Agreement (attached).
2. All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.
3. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read the first time this \_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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

Ayes-  
Nays-

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

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

CCO Form: DE65  
Approved: 12/07 (BDG)  
Revised: 03/24 (TLP)  
Modified:

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

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Clinton (hereinafter, "City"), whose address is 105 E. Ohio Street, Clinton, Missouri 64735.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, MO 13 located in Henry County; and

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

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

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

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is along MO 13 from Hillcrest Drive to Gaines Drive, Henry County, Missouri, as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

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

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

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and traffic signals installed with the proposed improvements shall be in accordance with

the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

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

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

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

(9) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

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

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

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

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

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

(17) CANCELLATION: The Commission may cancel this Agreement at any



time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

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

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

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

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

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

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

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

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

(26) ENTIRE AGREEMENT: This Agreement represents the entire

understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

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

*[Remainder of Page Intentionally Left Blank]*

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

Executed by the City on \_\_\_\_\_.

Executed by the Commission on \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF CLINTON

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

By \_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_

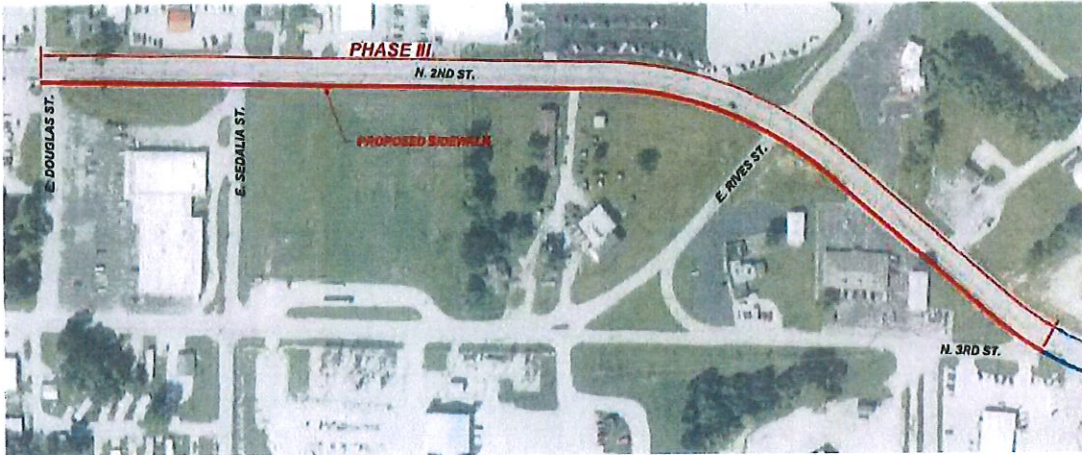
Ordinance Number: \_\_\_\_\_

Exhibit A

\*Phase I

NOTES:

No.	Description	Date



LEGEND

Prepared by:  
**CJW**  
 Civil & Transportation Consultants, L.L.C.  
 1000 N. 1st St., Suite 100  
 Clinton, MO 64601  
 Phone: (660) 882-1111 Fax: (660) 882-1112

PRELIMINARY  
 FOR INFORMATION

2ND STREET SIDEWALK  
 CITY OF CLINTON, MISSOURI  
 CLINTON, MISSOURI

DATE	REVISION

9400-000-0010-01  
 11/15/2011



SIDEWALK  
 PHASING  
 PLAN  
 SHEET  
**01**  
 OF 11

## OPERATIONS REPORT – CLINTON DIVISION

June 2024

### 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

### Wastewater Treatment Plant Operations & Maintenance

- Recorded 5.86 inches of rain
- An average of 1.75 million gallons of wastewater were treated per day
- Conducted and submitted monthly eDMRs to Missouri DNR
- Identified motor 3 is inoperable and removed upper-level pump 4 motor and switched it over to pump 3
- Fabricated headworks temporary screen catch to prevent pump clogs on upper-level pumps
- Restored headworks grit conveyer system and replaced the sheer pin but it failed to break over the weekend, causing the conveyor chain to break
- Site visit from Garver for headworks screening and grit system upgrade project
- East aerator was rebuilt and checked for proper operation prior to dropping back into the basin
- Mixer motor in west digester identified as inoperable and was sent to Independent Electric for evaluation for repairs or replacement
- Upper-level pumps variable frequency drives are inoperable on pumps 3 and 5, which can cause short cycling in our clarifiers if we operate two pumps
- Will keep 3 rotors operational in each ditch and maintain that number until WWTP upgrade project is completed

### Collection System Operations & Maintenance

- Conducted 119 sewer line locates
- Alliance Pump and Mechanical repaired pump 1 at Deer Creek and now we have 2 operational pumps
- MEI completed elevator semi-annual preventative maintenance at Deer Creek and Montgomery pump stations
- Responded to a sink hole by the train track and identified it was caused by a storm drain and the job was transferred to the Street Department
- MEI quoted repairs for the elevator at Deer Creek at over \$600 per hour

### Other

- This month's safety meeting was held on June 24th, the topics was Heat Stress Prevention



**OPERATIONS REPORT – CLINTON DIVISION**

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

Description	Annual Budget	Actual Year to Date
Repair Expense	\$56,500	\$50,717
Chemical Expense	\$30,000	\$20,862

**NPDES Effluent Permit Parameters**

Parameter	Monthly Average	Permit Limit
pH	6.9 Min – 7.4 Max Reported Monthly Avg. 7.2	6.5 Min – 9.0 Max
Total Suspended Solids (TSS)	3.0 mg/L	20 mg/L monthly average
TSS % Removal	97%	85%
Biochemical Oxygen Demand (BOD)	3.1 mg/L	20 mg/L monthly average
BOD % Removal	96%	85%
Ammonia	0.30 mg/L	1.8mg/L monthly average
E. Coli (Apr 1 – Oct 31)	1 lb total 1 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—1.19 MGD Total—35.94 MG	Design—2.0 MGD YTD—501.19

**Biosolids**

	Jun Total (tons)	2024 Total (tons)
Hauled sludge	357	2772.53

# Aerator Solutions

For the World's Wastewater™

11765 Main Street  
Roscoe, IL 61073  
aeratorsolutions.com

Contact: Laura Olson, LOlson@aeratorsolutions.com  
PH: 815-623-5111, FAX: 815-623-7111

July 12, 2024

QUOTATION NUMBER: LO-071124-1-REV2

Attn: John  
Alliance Water

Aerator Solutions is pleased to submit the following proposal:

Mixer Motor, 40 HP, 900 RPM, 460 V, 3 PH, 60 Hz      P/N M100-040      \$11,550.00 ea.

Debris Deflector, with Set screws      P/N M709-040      \$135.00 ea.

Shipment: Motor is currently 12-14 weeks.

Freight: Best Way & Add to Invoice

Terms: Net 30 days (with approved credit)

Signature below indicates the acceptance of this quotation, including the Terms and Conditions attached:

Accepted by the Buyer:

Accepted by the Seller:

\_\_\_\_\_  
Company Name

Aerator Solutions

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

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

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

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

Final acceptance of this proposal must be given to Aerator Solutions at their office in Roscoe, Illinois. Please acknowledge by signing above and returning to Aerator Solutions.

**AERATOR SOLUTIONS**  
**TERMS AND CONDITIONS OF AERATOR SOLUTIONS**

This offer and all of the goods and sales of Aerator Solutions are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aerator Solutions. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

**PAYMENT**

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aerator Solutions does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative at our Roscoe, Illinois office.

**DURATION OF QUOTATION**

This proposal of Aerator Solutions shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

**SHIPMENT**

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aerator Solutions shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aerator Solutions, Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

**TITLE AND RISK OF LOSS**

All prices and all shipments of goods are F.O.B. Aerator Solutions plant at Roscoe, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

**TAXES**

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aerator Solutions is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aerator Solutions is required to pay.

**INSURANCE**

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

**SECURITY**

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aerator Solutions or Aerator Solutions otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aerator Solutions reserves the right to require payment in advance or security or guarantee satisfactory to Aerator Solutions of payment in full of the purchase price.

**LIMITATION OF ACTION**

No action shall be brought against Aerator Solutions for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aerator Solutions of any claim of breach of contract within 30 days after the discovery thereof.

**CANCELLATION CLAUSE**

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aerator Solutions nor may it be cancelled except by prior payment to Aerator Solutions the following sums as liquidated damages; 1) if cancellation is prior to commencement of production and prior to the assumption of any obligations by Aerator Solutions for any materials or component parts, a sum equal to 15% of the total purchase price; 2) if cancellation is after the commencement of production or after the assumption of any obligations by Aerator Solutions for any materials or component parts, a sum equal to the total of the direct out of pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aerator Solutions. In the event any items are used by Aerator Solutions, to fill a subsequent order, then upon receipt of payment for such order, Aerator Solutions shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

**PROPRIETARY INFORMATION**

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aerator Solutions to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer shall remain the property of Aerator Solutions and shall not be disclosed or otherwise used to the disadvantage or detriment of Aerator Solutions in any manner.

**QUALIFIED ACCEPTANCE AND INDEMNITY**

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aerator Solutions shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aerator Solutions conform to this Proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aerator Solutions may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aerator Solutions elects to modify this proposal to conform to the requirements for approval by any third party, Aerator Solutions in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aerator Solutions conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aerator Solutions from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

**WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER**

In return for purchase and full payment for Aerator Solutions goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal condition and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs).

**OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing (at our factory at Roscoe, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aerator Solutions of claimed defect, and Aerator Solutions shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Roscoe, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

In general, all minor repairs of electric motors will be performed in the field by an authorized local service shop. Major repairs involving electric motors will be performed by local authorized electrical repair shops at their facilities. The responsibility for removing parts or equipment from the system and transporting them to the local repair shop is the customer's. Re-installation of the equipment is the responsibility of the customer. Any warranty claims involving parts other than the electric motor, if serious, will probably be handled by replacing the defective parts. This may, or may not, involve shipment of the unit (or a part of it) back to the factory. **IN NO CASE SHOULD YOU SHIP THE UNIT BACK TO THE FACTORY WITHOUT AUTHORIZATION FROM AERATOR SOLUTIONS.**

**THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR**



ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GURARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AERATOR SOLUTIONS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AERATOR SOLUTIONS TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THERWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT , IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to, Aerator Solutions. at their office in Roscoe, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aerator Solutions.

Accepted By:

Offer Respectfully Submitted,

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

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

Aerator Solutions By: \_\_\_\_\_



**evoqua**

WATER TECHNOLOGIES

## Evoqua Products and Services Proposal

Prepared For:

### **ALLIANCE WATER RESOURCES**

1101 S VANSANT RD  
Clinton, MO 64735-2487

**Quote #: 02550310**

Transforming Water. Enriching Life.®

Proposal For: ALLIANCE WATER RESOURCES  
Jonathon Patriarca  
1101 S VANSANT RD  
Clinton, MO 64735-2487  
Phone: 660 493-9672  
jpatriarca@alliancewater.com

Desiree Barton  
Evoqua Water Technologies  
N19W23993 Ridgeview Pkwy, Suite 200  
Waukesha, WI 53188  
Phone: +1 (262) 521-8257  
desiree.barton@xylem.com

## Item Pricing Summary

### 2 - Items

Item	Part No Description	Qty	Net Price	Ext Price
1	<b>W2T346616</b>  MOTOR,AC;PREMIUM EFF;40 HP;460;3 PH;60;F  Reference #: 170-954-1KE	1 EA	\$22,611.11	\$22,611.11

Currency: USD

### Quote Totals

Item(s) Subtotal:     **\$ 22,611.11**  
Freight:                \$ 1,350.00  
Total Net Price:       **\$ 23,961.11**

### Proposal Notes

Lead-time: 12 to 14 weeks

## Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 318.1 for May 2023. If the MMPI exceeds 324.4 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 324.4.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions.

## Payment Terms and Delivery

### PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### Shipping Information

- Prepaid and Add: Shipping and Handling Charge
- Terms

- This quote is valid until 10-31-2024
- Payment terms are with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

### Sales Tax & GST

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

### Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to [desiree.barton@xylem.com](mailto:desiree.barton@xylem.com)
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

You may also mail to:

Evoqua Water Technologies  
N19W23993 Ridgeview Pkwy, Suite 200  
Waukesha, WI 53188

Payment SHOULD NOT be sent to this above address.

## Evoqua Water Technologies Banking Details

### ACH - CTX

#### **Evoqua's preferred payment method is via ACH - CTX:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies, LLC  
Account #: 603148011  
Swift Code: CHASUS33  
ACH Routing / ABA: 044000037  
Wire Routing / ABA: 021000021  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

### PAPER CHECKS VIA POSTAL SERVICE

#### **Paper checks via Postal Service:**

Send to our Lockbox, address is:  
Evoqua Water Technologies LLC  
28563 Network Place  
Chicago, IL 60673-1285

### PAPER CHECKS VIA OVERNIGHT / COURIER

#### **Paper checks via Overnight / Courier:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies Lockbox 28563  
131 S Dearborn, 6th Floor  
Chicago, IL 60603  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

**\*\* If ever instructed to change banking information, contact us immediately at 1-800-466-7873 \*\***

## STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within N30 - Net 30 days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the

earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export



license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute - Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

Accepted by: \_\_\_\_\_

Print: \_\_\_\_\_

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

# ROSS CONSTRUCTION

Engineers & Contractors

Date: July 15, 2024

To: Scott Fleming, PE  
HDR Engineering, Inc  
10450 Holmes Road, Suite 600  
Kansas City, MO 64131

Re: Clinton WWTP – Value Engineering Proposal

Scott,

Below is our updated base bid proposal per the Value Engineering modifications to date (without sacrificing functionality). Since the drawings are not final and this proposal is based on several assumptions, we have included a contractor allowance of \$50,000.00 for any modifications/changes that may be required (in addition to the \$100,000 Owner Contingency). After the final drawings have been issued, we can determine how much (if any) of the additional \$50,000.00 contingency needs to be included in the contract. Please note that the alternates are not included in the below numbers as they were bid separately.

Below is the Value Engineering Base Bid Breakdown:

<b>Bid Breakdown</b>	
Value Engineering Base Bid	\$3,543,800.00
Owner Allowance	\$100,000.00
Contractor's Final Design Contingency	\$50,000.00
<b>Total Value Engineered Bid:</b>	<b>\$3,693,800.00</b>

The above pricing is contingent on a final drawing set of the changed work being provided for City approval and HDR Engineering providing submittal review and approval of all shop drawings of the final design.

If you have any questions, please call me at 816-737-2953.

Sincerely,  
Matt Gustin  
Project Manager

## Value Engineering

### Project: Clinton WWTP

Item	Description	Modifications
1	Mobilization	Included per Original Specifications. No Changes.
2	Rotor and Rotor Motor Replacement at Oxidation Ditch	Replace bid item with floating Triton aerators with four 30 HP mixers and 7.5 HP blowers per oxidation ditch and mounted to the walkways similar to the mounting of aerators at Mountain Home, AR Wastewater Treatment Plant.
		Delete VFD's and provide motor starters at Local Control Panels. See attached updated drawings 00E601, 00E602, 00E603, 00E651, 00Y601, 00Y602, 10E101, 40X101, 70D101A, 70E101, and 90E101.
		Change hardwire to Equipment to fiber which results in less buried conduits.
		Change concrete encasement conduits and rigid elbows to direct bury Schedule 80 PVC.
		Change Switchgear to Panelboards.
		Modifications to SCADA and Instrumentation. See attached scope letter from R.E. Pedrotti.
3	Tilting Weir Replacement at Oxidation Ditch	Modify structure and grating
4	Splitter Box No. 2 Modifications and Slide Gates	Deleted from Scope.
5	Blower and Pipe Replacement at Skimming Chamber	Deleted from Scope.
6	Slide Gate Replacement at Comminutor Structure	Deleted from Scope.
7	Concrete Slab Repair at South Peak Flow Holding Basin at Overflow Structure	Included per Original Drawings. No Changes.
8	East Sludge Holding Basin Improvements	Increase the aeration system in Basin. Add 3rd Blower. Provide Local Control Panel with VFD's. See attached updated drawing 70D101A.
		Delete concrete wall and walkway.
9	Temporary Pumping	Deleted from Scope.
10	Allowance(Owner)	Included per Original Specifications. No Changes.



July 29, 2024

City of Clinton  
105 E. Ohio Street  
Clinton, MO 64735


Re: Wastewater Treatment Plant

Ms. Cristy Maggi-

Enclosed please find the proposed Amendment No. 3 to Task Order No. 13 for engineering services associated with the Wastewater Treatment Plant Improvement project. As discussed with the City, enclosed is Amendment No. 3 as requested, for the review of Contractor's shop drawing submittals.

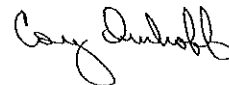
Should you have questions or comments I can be reached at (816) 347-1354 or by e-mail at [Scott.Fleming@HDRinc.com](mailto:Scott.Fleming@HDRinc.com).

Sincerely,  
HDR Engineering

---

Scott Fleming (Jul 29, 2024 11:19 CDT)  
Scott Fleming, P.E.  
Project Manager



Cory M. Imhoff  
Area Manager / Sr. Vice  
President

**RESOLUTION NO. 20-2024**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AMENDMENT NO. 3 TO TASK ORDER NO. 13 BETWEEN THE CITY OF CLINTON AND HDR ENGINEERING, INC.**

**WHEREAS**, the City of Clinton entered into an Agreement dated April 6, 2010, with HDR Engineering, Inc. for engineering consulting services for wastewater projects for a period of one year; and

**WHEREAS**, on October 6, 2018, Task Order No. 13 for HDR to provide engineering services for the Wastewater Treatment Plant Improvement Project was fully executed by the City of Clinton and HDR Engineering; and

**WHEREAS**, on July 17, 2024, Amendment No. 2 to Task Order No. 13 was approved and fully executed by the City of Clinton and HDR Engineering; and

**WHEREAS**, the City desires to issue Amendment No. 3 to Task Order No. 13;

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

**Section 1.** Amendment No. 3 to Task Order 13 (attached), which shall not exceed a total of Eighteen Thousand Ninety Dollars and Zero Cents (\$18,090.00) is hereby approved.

**Section 2.** The Mayor is hereby authorized to execute Amendment No. 3 on behalf of the City of Clinton.

Read and passed this \_\_\_\_ day of August, 2024.

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

ATTEST

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

AMENDMENT NO. 3 TO TASK ORDER NO. 13  
FOR  
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into Task Order No. 13 on October 6, 2018 to perform engineering services for City of Clinton, Missouri ("OWNER");

The OWNER desires to amend this Task Order in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the Task Order and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those parts and exhibits listed below;

Add Part 2.6 as follows:

- 2.6 ENGINEER will perform the following Shop Drawing Submittal Review tasks:
- a) Review Contractor's shop drawing submittals (up to 20) and resubmittals (up to 20). Review of submittals will be in accordance with specification section 01 33 00-Submittals in the construction documents project manual. Issue submittal review comments to Owner and Contractor.

Part 4.0 shall be amended to read as follows:

PART 4.0 PAYMENTS TO ENGINEER: Owner shall pay the ENGINEER for services rendered on a monthly basis up to the amount shown in Exhibits A, B, C, D and E.

Add Exhibit E – Amendment 3, enclosed.

Exhibit A, B, C and D per previous amendments remain unchanged.

Part 5.0 PERIOD OF SERVICE shall be amended to add the following:

Task 2.6 Shop Drawing Submittal Review Services shall be complete within 120 days of approval of this amendment.

Unless otherwise stated in this Agreement, the compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

City of Clinton, MO

"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

HDR Engineering, Inc. ("HDR")

"Engineer"

BY: Cory Imhoff

NAME: Cory Imhoff, PE

TITLE: Senior Vice President

DATE: Jul 29, 2024





**EXHIBIT E - AMENDMENT 3**  
**City of Clinton, Wastewater Plant Improvements**  
**Scope and Fee**

	Staff Name	Fleming, S	Wiseman, D	Boyd, T	DeCou, C	Steel, J	Miller, L	Hopson, A	Total HDR Hours	HDR Expenses	Total
	Project Role	PM	Sr Structural PE	IC/Elec PE	Coord	IC/Elec EIT	ACCT	Structural PE			
	Billing Rate	\$235	\$300	\$205	\$105	\$130	\$105	\$235			
TASKS											
Task E - Shop Drawing Submittal Reviews											
1 Review Contractor Shop Drawing Submittals		24	2	24	2	28	2	12	94	\$50	\$18,090
Subtotal Hours		24	2	24	2	28	2	12	94		
Subtotal Dollars		\$5,640	\$600	\$4,920	\$210	\$3,640	\$210	\$2,820		\$50	\$18,090
<b>Total Task E</b>											<b>\$18,090</b>

Estimated Amendment 3 Fee      \$18,090

**REQUEST FOR QUALIFICATIONS (RFQ)  
PROFESSIONAL ENGINEERING SERVICES**

The City of Clinton, Missouri is requesting statements of qualification (SOQ) for engineering services for a proposed sewer connection to the City of Clinton sewer system. The engineering services required may include planning, design, and/or construction oversight of the project. Facility plans and engineering reports should adhere to 10 CSR 20-8.110 Engineering – Reports, Plans, and Specifications. Funding for the project is through the Missouri Department of Natural Resources' Financial Assistance Center.

Qualification information provided to the City shall include:

- A. The specialized experience and technical competence of the firm with respect to the type of services required (5 points);
- B. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project (5 points);
- C. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules (10 points);
- D. The firm's proximity to and familiarity with the area in which the project is located (20 points); and
- E. The firm's professional experience in designing wastewater systems (10 points).

The above information should be submitted no later than **10:00 AM, July 26, 2024**, to the attention of City Administrator Christy Maggi at City Hall, 105 E. Ohio, Clinton MO 64735. Respondents shall submit three (3) hard copies and one (1) digital copy.

Selection Process: Once the City selects the most qualified firm based on the above qualification evaluation, an engineering agreement will be negotiated. The engineering agreement may include services other than planning, design, and/or construction management including, but not limited to, assistance with securing project financing, assistance with attaining easements or real property, user rate analysis, geotechnical analysis, surveying, or other services as needed.

The City of Clinton is an Equal Opportunity Employer.

Evaluation Committee: An evaluation committee established by the City will review the SOQs in accordance criteria set within this RFQ. Additional information may be requested. The committee will consist of approximately 4 members from within and/or outside the City.

Questions about this RFQ are to be directed to Christy Maggi, [cmaggi@cityofclintonmo.com](mailto:cmaggi@cityofclintonmo.com).

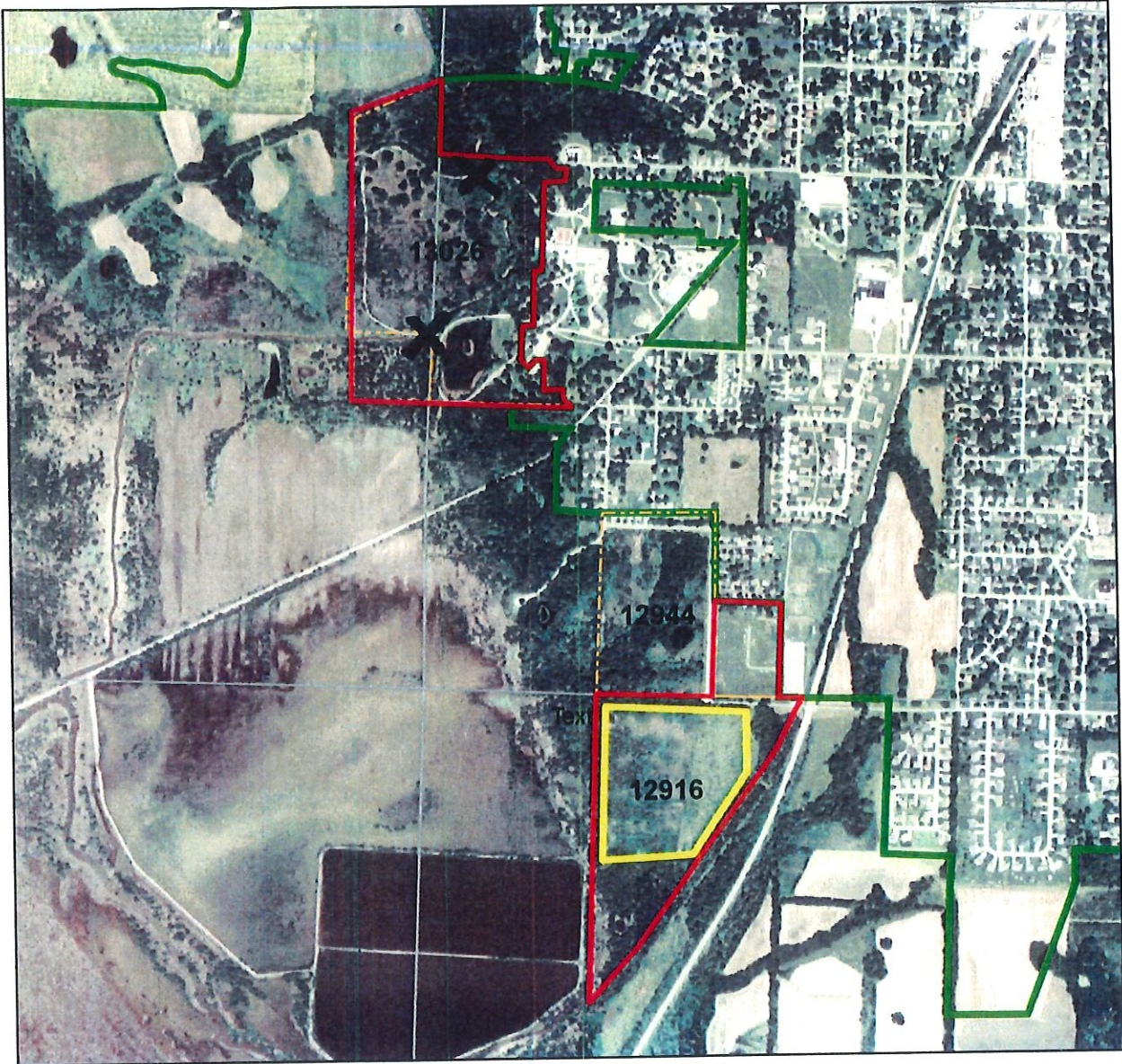
## DNR Regionalization Incentive Grant for Stoneridge Sewer Connection

### Summary Rating Matrix for Engineering Services - 07/29/2024

Evaluators: Council members House, Jackson and Nelson. City staff: Maggi. AW: Patriarca and Bogenpohl

		Garver						Veenstra & Kimm					
3 hard copies, 1 digital copy		Y						Y					
Rating Criteria	Max. Points	RH	CJ	SN	JP	EB	CM	RH	CJ	SN	JP	EB	CM
The specialized experience and technical competence of the firm with respect to the type of services required.	5	5	4	5	5	4	4	5	4	4	5	3	4
The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.	5	5	5	4	5	4	5	5	5	3	5	3	5
The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.	10	10	10	10	10	10	10	10	10	8	8	6	10
The firm's proximity to and familiarity with the area in which the project is located.	20	20	15	14	20	15	20	15	13	12	15	15	13
The firm's professional experience in designing wastewater systems.	10	10	10	10	10	10	10	10	10	8	10	8	10
<b>Total points from each evaluator</b>		50	44	43	50	43	49	45	42	35	43	35	42
<b>TOTAL POINTS FOR EACH FIRM</b>		279						242					

# HARRY S TRUMAN DAM AND RESERVOIR

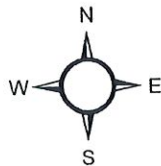


0 475 950 1,900 2,850 3,800  
Feet

## Legend

### Lease

- Proposed ball field
- Recreational Purposes
- Tracts
- Corps Boundary



HARRY S. TRUMAN DAM AND  
RESERVOIR, MISSOURI  
LEASE NO. DACW41-1-09-0152  
CITY OF CLINTON, MISSOURI  
Public park and recreational purposes  
TRACT NO. 12916, 12944 & 13026  
S-21, T-41N, R-26W; 119.7 acres  
Henry County, Missouri

EXHIBIT "A"  
Page 1 of 1

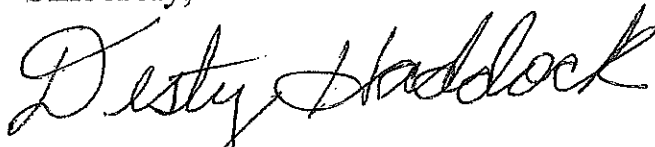
June 26, 2024

To Whom it May Concern:

Please accept this letter as formal notification that I am leaving my position with the Clinton Parks & Recreation Department on September 6, 2024.

While I am grateful for the friendships and acquaintances I have made while working at the Clinton Community Center I look forward to spending more time with my family.

Sincerely,

A handwritten signature in cursive script that reads "Desty Haddock". The signature is written in black ink and is positioned above the printed name.

Desty Haddock



## PROPOSAL

Submitted To:	Date:
City of Clinton, MO	8/2/2024
Address:	Project Name:
	Soccer Field Parking Lot
City, State, Zip:	Project No:
Contact:	Project Location:
	Soccer fields on Calvird Dr
Phone:	Email:

*Vance Brothers shall furnish all labor, material, and equipment necessary to complete material installation. All work shall be done in accordance with the Standard Specifications.*

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
	Microsurfacing	6138.00	SY	\$ 3.64	\$ 22,342.32
<b>TOTAL PRICE</b>					<b>\$ 22,342.32</b>

**NOTES:**

\* Excludes: Permits, lab, testing, staging area, water meter, engineering fees, surveying, striping, and utility adjustments

\* Extra mobilizations and days will be billed if needed

\*Material will match existing contract

\*If parking bumpers are not moved prior to application, material will be applied up to the bumpers

\* Payment terms are net 30 if your company has a credit account at Vance Brothers. Otherwise, total price must be paid before work is started.

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative Vance Brothers hereinafter "Contractor" has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, pandemic, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Missouri, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation arising out of this Agreement shall be only in Jackson County, Missouri.

5. As directed by the Owner, construction lender, public body or any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repairs or changes and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein even if no written change order is executed.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.

7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.

8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, cracksealer, tar, etc.), caused by others besides employees of Vance Brothers, regardless of whether such damage occurs or is worsened during the performance of the job.

11. All Work has a ONE YEAR WARRANTY on workmanship and material unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge while the crew is on site if time and materials are available. Vance Brothers is not responsible for damage due to scaring, marking, vandalism, mag chloride. All warranties are void if the contract is not paid in full on time.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.

13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 18% per annum, on the all such unpaid balances.

14. If any provision of this Contract is found unenforceable by any court or tribunal, Owner and Contractor agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Contract shall not be otherwise affected. The mutual agreement of the parties hereto is comprised of each and every provision hereof, and no provision shall individually be held unenforceable for lack of mutuality. This Contract constitutes the entire agreement between the parties and may not be amended except by written agreement executed by the parties. This Contract constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals.

15. The Contractor will exercise reasonable care when performing the work but will not be liable in any manner for any damages caused in whole or in part by other tradesmen, heavy trucks or chemical spills, including, but not limited to, products not adhering to previous chemical spills. Contractor will not be responsible for fugitive or wind-blown materials if instructed to apply in windy conditions.

16. This contract shall become binding when signed by all parties and the authorized officer of the Contractor. Owner is still liable for the full amount of contract even if the contract is terminated for any reason at any time.

17. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor (or its authorized Agent) or upon commencement of the work by Contractor, whichever is earlier.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 60 days from date unless extended in writing by the company. After 60 days, Contractor may revise its price in accordance with costs in effect at that time.

Please sign in spaces provided below to indicate acceptance and return original. This proposal will expire in sixty (60) days from date above, if it is not accepted within that time. If accepted, shall constitute a contract between the parties to this proposal. Payment terms are net 30 days from invoice, unless otherwise stated.			
<b>SUBMITTED:</b>		<b>ACCEPTED:</b>	
Vance Brothers, Inc. Kansas City, MO 64130		5201 Brighton Ave. 816-923-4325	
By:	Robert A. Vance	By:	
Date:	8/2/2024	Date:	

**RESOLUTION NO. 18-2024**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI SUPPORTING AN APPLICATION BY D. KIM LINGLE AND MBL DEVELOPMENT FOR MISSOURI HOUSING DEVELOPMENT COMMISSION FUNDING FOR CLOY ESTATES - PHASE III.**

**WHEREAS**, Cloy Estates - Phase III will be a 38-unit senior citizen, affordable housing project; and

**WHEREAS**, affordable housing for senior citizens is much needed in Clinton, Missouri;

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

The City of Clinton supports the application by D. Kim Lingle and MBL Development for Missouri Housing Development Commission funding for Cloy Estates - Phase III.

Read and passed this \_\_ day of August, 2024.

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

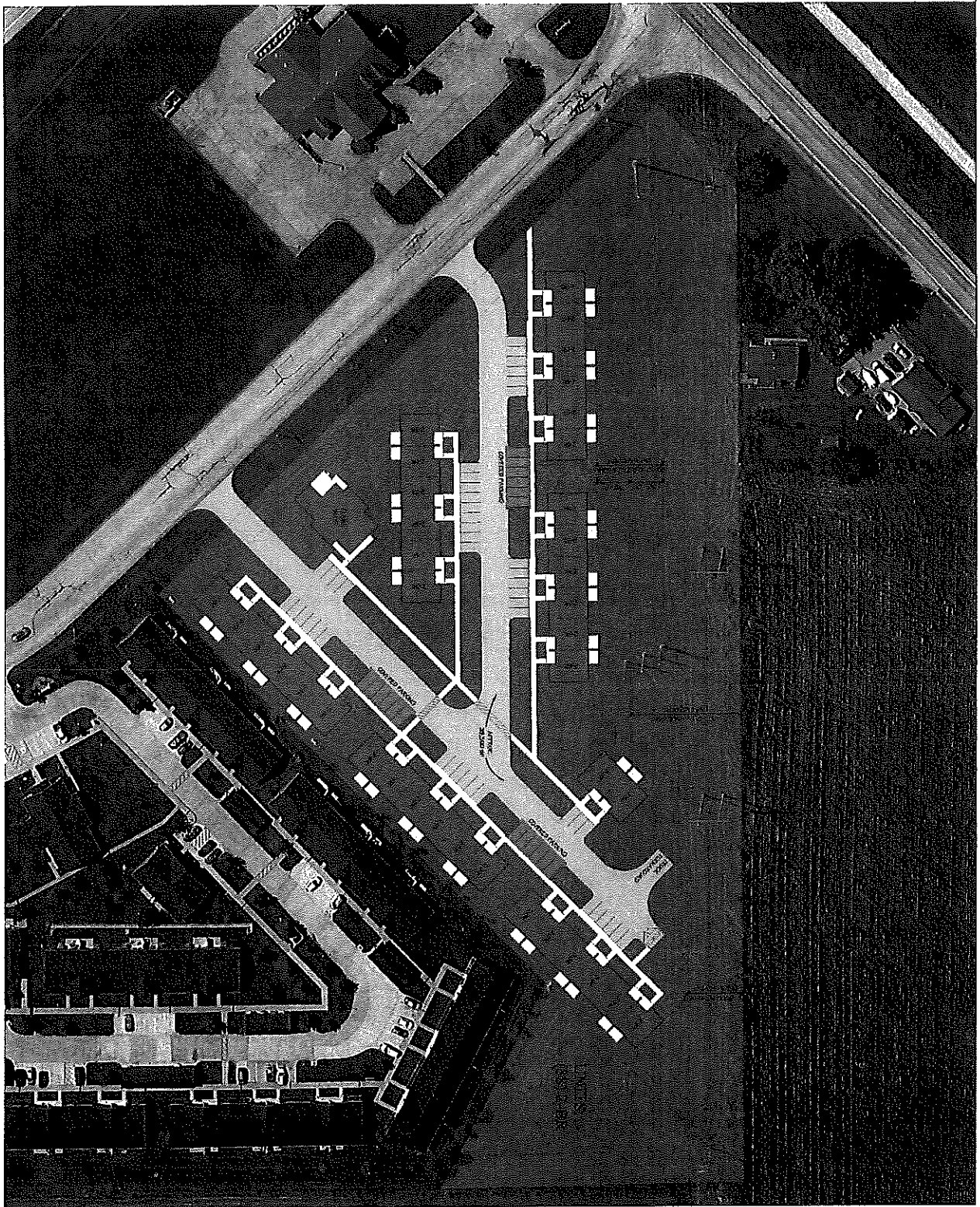
ATTEST

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



27

PROPOSED SITE PLAN  
SCALE: 1"=20'




AP1  
4881

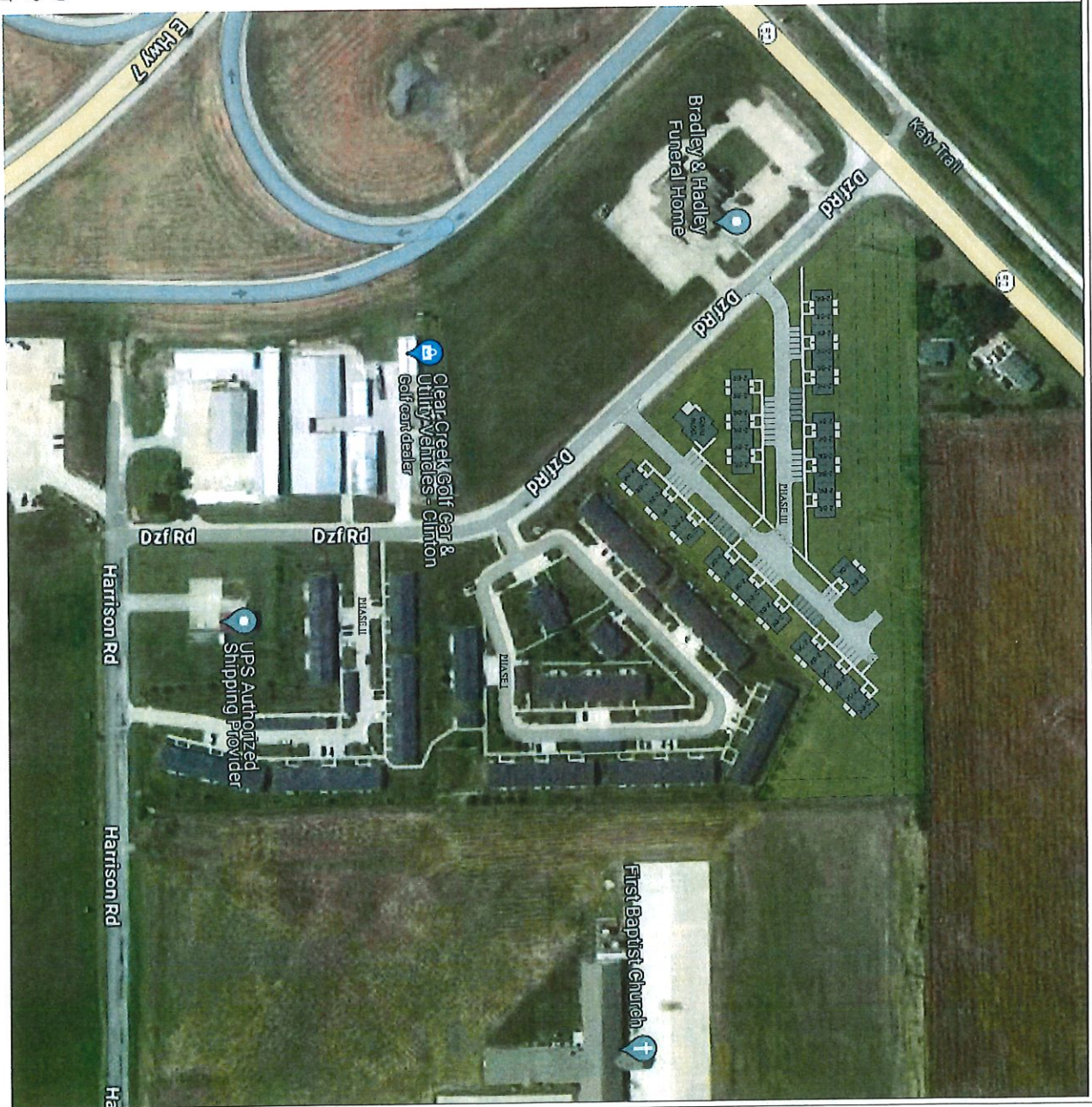
CLOY ESTATES PHASE III  
CLINTON, HENRY COUNTY, MISSOURI

MBL DEVELOPMENT CO.

Wallace  
ARCHITECTS, L.L.C.  
CLINTON, MO

APRIL 2024


  
 0 10 20 30
   
 FEET
   
**PULL SITE PLAN**
  
 ZONE: R-1602



**AP2**
  
 PLAT NO.
   
 4861
   
**CLOY ESTATES PHASE III**
  
 CLINTON, HENRY COUNTY, MISSOURI

**MBL DEVELOPMENT CO.**

APRIL 2024
   
**Wallace**
  
 ARCHITECTS & P.L.L.C.
   
 CONTRACT © 2024

**To: Christy Maggi, City Administrator**

**From: Gary Mount, Ward 1 City Councilmember**

**Date: 7-24-2024**

**Re: Meeting material**

**Christy,**

**Please place the attached material on the 7-30-2024 Public Works agenda, also place on the 8-6-2024 Public Safety agenda.**

During the July 16<sup>th</sup> city council meeting, I sponsored, under new business, a request to the city council to schedule a work session with the goal to discuss issues plaguing our city that are and have been the forefront of numerous current and ongoing citizens' complaints.

I have agreed to refer this matter to the Public Works and Public Safety committees so as to inform council members of the importance of moving forward with my request to work towards possible goals to alleviate the issues brought forth by the citizens of Clinton.

If you have not driven around town and noticed all these issues around town, I encourage you to do so or I would be happy to take you on a guided tour.

Clinton is very proactive in many aspects; however, we have become a city of reactive where we should be proactive regarding these issues. Why must we wait until a complaint is received before action is taken on these issues of concern? Maybe our departments need additional resources to address these issues or maybe we need policy changes.

Why can't Clinton be the first to create a program to address and resolve these issues. I know the attached information is going to seem like a lot to absorb and address, but there are a lot of concerns that have been neglected for too long.

### **Therefore:**

I am requesting the public works and public safety committees to:

1. **Review** the information I've outlined and provided to you which contains those issues plaguing our community. Other council members may have additional issues or concerns they would like to consider as well.
2. **Recommend** to the council under "Unfinished Business" at the August 6, 2024 council meeting:

A recommendation to:

Set a work session to discuss situations and issues throughout Clinton that are the fore front of numerous ongoing and current citizens' complaints.

## **During the work session I propose Creating a Task Force**

### **Possible Task Force Goals:**

1. Outline and discuss those issues plaguing our city. Issues I am aware of as well as those that have been brought to my attention by citizens, as well as issues other Council members may have.
2. Prioritize those issues while determining whether complaints may or may not be in violation of city ordinances (i.e. enforceable).
3. Come up with possible solutions to address or correct the issues with input from the departments involved and the City Attorney.
4. Being realistic with our solutions.
4. Possible ways of funding the solutions (if needed) as it may effect adoption of the city budget.
5. Set realistic projected time schedules to implement the solutions realizing some issues may require an extended timeline to resolve.
6. Review and/or amend follow-up procedures to insure the situations have been satisfactorily addressed and/or resolved as well as notifying the individual who filed the complaint of the results.

### **Suggested members of the task force could consist of:**

Council members

Representative from the departments involved

Citizen representative

Legal council

**Proposed Task Force Goals by Category:**

Vehicle temp tags/no tags

Junk and non-operating vehicles

Tall grass/ grass covering sidewalks/ grass being blown onto streets

Junk

Abandoned above ground utilities

Soccer field parking issues

Dilapidated structures

Old holiday inn property

Speeding on numerous streets around town

Walking/biking lane from Bodine to Calvird on East side

Street conditions

Sidewalk conditions

Off premise advertising signs on city right of ways

Dog issues

Complaint/follow-up process

Noise ordinance signs at city limits

## **Topics for proposed work session(s) with details:**

### **Expired temp and regular vehicle license plates or no license plates at all:**

Temp and regular vehicle tags expired as far back as April 2023 as well as no tags at all.

Sales tax not being paid thus results in lost revenue for the city.

Tickets should be issued resulting in additional revenue.

Do those individuals have insurance?

### **Junk and unlicensed vehicles:**

Several junk properties and disabled vehicles around town parked in yards in plain sight, even within ½ block of city hall and some parked on city streets with grass growing around them.  
How to alleviate this issue.

Several properties with piles of trash bags.

### **Grass/grass covering sidewalks/grass being blown on to streets.**

How to get these issues resolved quicker, and provide faster follow-up.

There are so many properties around town with grass over waist high.

Properties with brush growing along right of way resulting in sight issues.

Grass covering sidewalks and being blown out into the streets.

### **Abandoned aboveground utilities:**

This was discussed several months ago at a public works meeting. At that time city staff was going to contact utility companies to see if there was a way to resolve this issue. This creates unsightly neighborhoods.

### **Parking issue at soccer fields:**

Where are we on this issue?

What are possible solutions that have been researched before soccer season starts and do we need to consider additional funding for this project during budget work sessions?

**Dilapidated structures:**

There are numerous dilapidated structures around town that are in such dangerous condition so as to attract rodents, vagrants as well as being dangerous to neighborhood kids as well as devaluing surrounding properties.

The current process is not moving fast enough. Dilapidated structures are popping up faster than they are being removed.

**The old Holiday Inn Property:**

What can be done to clean up this situation?

**Speeding on numerous streets:**

Speeding is taking place in the school zone from Ohio St. to Bodine and south to Calvird on 8<sup>th</sup> street as well as Bodine from 2<sup>nd</sup> to 8<sup>th</sup>.

These are speeds in excess of 50 mph, some even higher in both of these areas.

Several adults and children walk in this area daily, especially during school hours when school is in session.

Excessive speeding on Calvird from 2<sup>nd</sup> St. to Hwy 13 mainly in the evenings, after school and on Friday and Saturday nights. Calvird is a popular walking/biking area. It is the only street within city limits that is over 35 mph. The speed may need to be reduced as a result of numerous accidents at the intersection of 2<sup>nd</sup> and Calvird.

**Walking/bike lane from Bodine to Calvird and sidewalk conditions city wide:**

This was brought up nearly 5 years ago. Where does it stand? Are we still waiting on paint?

This is a safety issue for walkers as well as kids going to school.

Is it part of the safe street program?

**Street conditions:**

Rough street conditions such as Allen Street from Main to Second

Main Street from Ohio to Rogers

Street Cuts (still an issue)



**Off premise advertising signs on city right of way:**

Enforce by notifying company on sign of the violation and fine them.

Remove the signs, they make Clinton look trashy.

**Dog issues:**

Vicious dogs should not be allowed to be within a specific distance of a public right of way when not confined inside a fence.

Dogs running at large not being picked up. Does animal shelter need to be addressed?

**Noise ordinance signs:**

Since these signs were installed at the entrances to Clinton, the jake brake noise has gotten worse than it ever was before the signs were installed. Remove or enforce.

**Finally, a Complaint/follow up process:**

Investigate a follow-up process to keep citizens in the loop for what has been done and where their complaint stands in the process. If the complaint is not within the city's authority, then the person filing the complaint should to be notified as such.



City of  
**Clinton**  
MISSOURI

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

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

Tuesday, July 16, 2024 • 5:30 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. Upcoming Firefighter Candidate testing and timing with Warrensburg Firefighter I & II Certification academy.
2. Request from Council Person Gary Mount for a Council work session: See Public Works Committee section for the request materials.

## Firefighter 1 & 2 Training Expense

	Clinton - 2024 Class	Warrensburg
Student tuition paid by City <sup>1</sup>	\$ -	\$ 3,000
Payroll		
PT <sup>2</sup>	\$ -	\$ 991
FT <sup>3</sup>	\$ -	\$ 3,305
OT and Auxilliary	\$ 12,000	\$ -
Evaluator costs	\$ 2,500	\$ -
Student books / training materials	\$ 1,000	\$ -
Student shirts	\$ 360	\$ -
Travel	\$ -	\$ 500
Student tuition received by City	\$ (4,500)	\$ -
<b>Net Cost</b>	<b>\$ 11,360</b>	<b>\$ 7,796</b>

### Assumptions

- <sup>1</sup> 3 new hires will need to obtain FF 1 & 2 certifications
- <sup>2</sup> 3 new hires will be paid as PT employees to attend FF 1 & 2 classes, 1 night per week for 4 weeks (\$13.77/hr x 6 hrs x 4 wks x 3 FFs)
- <sup>3</sup> Aug. 23-27, 6 new hires will work a FT 40-hour introduction week (M-F) prior to being assigned to shifts on Oct. 1

3 new hires will continue FF 1 & 2 classes as FT employees, while assigned to shifts.



## FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, August 6, 2024 • 5:30 p.m.

Present:

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

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

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

1. Clinton Main Street Agreement Annual Renewal
2. Audit Services Contract and Engagement Letters for Fiscal Year Ending September 30, 2023 and September 30, 2024.

**Resolution No. 19-2024 - A Resolution of the City Council of Clinton, Missouri (CITY) approving engagement letters with Hood and Associates CPAs, PC (CONTRACTOR) for Auditing Services for Fiscal Years Ending September 30, 2023 and September 30, 2024.**

3. Airport Terminal Grant Agreement

**Bill No. 2024-12 - An Ordinance of the City of Clinton regarding a Grant Agreement between the City of Clinton (CITY) and the Missouri Highways and Transportation Commission (COMMISSION) to construct an Airport Terminal and Parking Lot**

RESOLUTION NO. 16-2023

A RESOLUTION OF THE CITY OF CLINTON APPROVING A CONTRACT FOR PROVISION OF SERVICES BY AND BETWEEN THE CITY OF CLINTON, MISSOURI (CITY), AND CLINTON MAIN STREET, INC. (MAIN STREET) FOR MAINTENANCE OF PUBLIC AREAS.

WHEREAS, the City has budgeted expenditures for Main Street that may be used by Main Street for maintenance of public areas; and,

WHEREAS, the expenditure of public funds must be in furtherance of a public purpose or benefit; and,

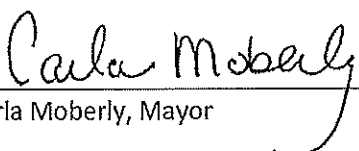
WHEREAS, Main Street, is willing to enter into a contract to provide varying and existing Main Street services, from their original mission and vision which was created by the founding members of Main Street, and incorporated as a 501 (c) 3 corporation, to benefit the public and the City of Clinton;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:


**Section 1.** The attached Contract for Provision of Services with Clinton Main Street, Inc. (Exhibit A) is hereby approved.

**Section 2.** The City Administrator is hereby authorized to execute said contract on behalf of the City of Clinton.

Read and passed this 17<sup>th</sup> day of October, 2023.

  
Carla Moberly, Mayor

ATTEST

  
Wendee Seaton, City Clerk



CONTRACT FOR PROVISION OF SERVICES BETWEEN  
CITY OF CLINTON AND CLINTON MAIN STREET

This agreement is made and entered into as of \_\_\_\_\_, 2023, by and between the City of Clinton, Missouri (the "City"), and Clinton Main Street, Inc. (hereinafter "Main Street").

WHEREAS, the City has budgeted expenditures for Main Street that may be used by Main Street for maintenance of public areas for the period commencing November 1, 2023 and ending October 31, 2024; and,

WHEREAS, the expenditure of public funds must be in furtherance of a public purpose or benefit; and,

WHEREAS, Main Street, is willing to enter into a contract to provide varying and existing Main Street services, from their original mission and vision which was created by the founding members of Main Street, and incorporated as a 501 (c) 3 corporation, to benefit the public and the City of Clinton. The contractual services listed herein are for the public benefit; and

WHEREAS, this agreement is entered into to set forth the respective duties and obligations of each party,

NOW THEREFORE, in consideration of the promise of payment of funds from the City, and the agreement to provide services to citizens of Clinton, Missouri by Main Street, the parties agree as follow:

1. The term of this contract shall begin on November 1, 2023 and end on October 31, 2024. This Contract will renew annually thereafter unless cancelled pursuant to its terms or not renewed by City.
2. Following the date of signing of this agreement, the City agrees to pay \$7,500.00 annually in four equal quarterly installments. City shall, in addition, provide regular trash removal from receptacles on the downtown square. .
3. Main Street agrees during the contract term to perform the following services to the benefit of the City and the public:
  - a. Devote 45 hours of labor, annually, to spray, mow, weed-eat and remove trash from public right-of-way areas in the nine block area identified on Attachment A;
  - b. Devote 130 hours of labor, annually, to plant and mulch the streetscape islands on the Downtown Square;
  - c. Devote the following for regular maintenance of the streetscape islands:
    - i. Trim weekly;
    - ii. Water daily;
    - iii. Weed weekly;
    - iv. Fertilize monthly;

- v. Pesticide control two times per month;
  - d. Devote 30 hours of labor, annually, to provide extra maintenance for Olde Glory Days, Clinton Wine Stroll, Quilt Walk and Merry Main Street: A Downtown Shopping Event;
  - e. Provide all supplies and equipment to accomplish the aforementioned tasks;
  - f. Provide to the City before January 1 a copy of its annual budget and annual audited financial statement covering the prior year.
  - g. Comply with the State of Missouri's laws requiring:
    - i. a signed affidavit certifying compliance with the certification of the legal employment status of all workers employed by Main Street; and
    - ii. documentary proof of lawful presence.
4. Main Street agrees to save and hold harmless the City from any and all liability or damages, including legal fees and court costs, which may arise out of Main Street's performance of the contract.
  5. In the event the City is made aware of any default under this contract, which Main Street fails to correct within thirty days from the date of notification, the City may cancel and terminate this contract.
  6. Either party may terminate this agreement by providing 30-days written notice to the other party.
  7. Notice. Any notice required by this Agreement shall be effective upon mailing, postage prepaid, using the following information:
 

Corporation: Executive Director Clinton Main Street, Inc. 116B W. Jefferson St. Clinton, MO 64735	City: City Administrator City of Clinton 105 E. Ohio Clinton, MO 64735
--	---
  8. It is clearly understood by all parties that Main Street operates as a 501(c) 3 not-for-profit, and is not an operating arm of the City of Clinton. The funds stated in this contract are for services to benefit the betterment of the downtown district and the community at large.
  9. The obligations of the City to make the payments hereunder constitutes a current expense of the City, are from year to year, and does not constitute a mandatory monthly payment obligation of the City in any fiscal year beyond the then current fiscal year of the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City reasonably believes that legally available funds in an

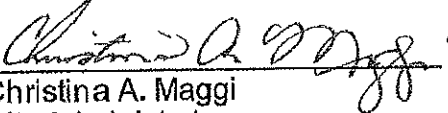
amount sufficient to make all payments during each term of this Agreement can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any subsequent fiscal year is solely within the discretion of the then current governing body of the City.

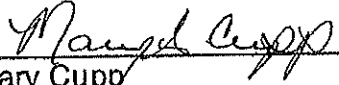
10. Main Street shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Main Street's failure, or failure of its employees, agents or subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities.

In witness whereof, the undersigned have placed their signatures as representatives of the parties hereto as of the day and year first above written.

CITY OF CLINTON, MISSOURI

CLINTON MAIN STREET, INC.

  
Christina A. Maggi  
City Administrator


  
Mary Cupp  
President

Date: 10/18/2023

Date: Oct 11, 2023

ATTEST:

ATTEST:

  
Wendee Seaton  
City Clerk

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





Clinton Main Street Inc  
2024 Budget

	TOTAL
<b>Revenue</b>	
Sponsor Income	19,600.00
Ticket Sales	38,250.00
Auction & Raffle Proceeds	8,000.00
Donations	0.00
Investment Campaign	18,000.00
City Contract	7,500.00
Grant Funds	4,000.00
Program Fees	10,500.00
Rental Income	7,800.00
Interest Income	35.00
Miscellaneous Revenue	0.00
<b>Total Revenue</b>	<b>\$ 113,685.00</b>
<b>Expenditures</b>	
61000 Accounting Fees	560.00
61500 Advertising Expense	3,800.00
62500 Credit Card and Bank Fees	45.00
63000 Contract Labor	10,600.00
64500 Dues & Subscriptions	715.00
6000 Grants Given	5,000.00
66000 Special Project Expenses	0.00
66500 Recognition Expense	0.00
68000 Insurance Expense	4,500.00
70000 Miscellaneous Expense	0.00
71000 Office Supplies Expense	500.00
71500 Postage Expense	300.00
72000 Travel Expense	5,000.00
72200 Conference, Convention, Meeting	2,500.00
72300 Meals	12,250.00
72320 Entertainment	500.00
73000 Repairs & Maintenance	400.00
73500 Security & Monitoring	2,415.00
74000 Supplies	16,650.00
76000 Telecommunications Expense	1,400.00
77500 Utilities Expense	2,800.00
78000 Wages & Salaries	37,600.00
79000 Payroll Taxes	2,800.00
79100 Licenses & Fees	250.00
<b>Total Expenditures</b>	<b>\$ 110,585.00</b>
<b>Net Operating Revenue</b>	<b>\$ 3,100.00</b>
<b>Net Revenue</b>	<b>\$ 3,100.00</b>

## Clinton Main Street Inc 2023 Budget vs. Actual

	2023 Actual		2023 Budget
<b>Revenue</b>			
40000 Sponsor Income			
40001 Piccadilly	6,950.00		6,000.00
Total 40000 Sponsor Income	\$ 6,950.00	\$	6,000.00
40500 Donation Income	250.00		
40501 Investment Campaign	20,625.41		20,000.00
40502 Business Donation	250.00		
40504 City Contract	7,500.00		7,500.00
Total 40500 Donation Income	\$ 28,625.41	\$	27,500.00
41000 Event Income			
41001 Wine Stroll	11,969.96		21,000.00
41002 Makers Mart			1,600.00
Total 41000 Event Income	\$ 11,969.96	\$	22,600.00
43000 Grant Income			5,000.00
44000 Program Services Income	600.00		
44001 Christmas Lights	3,755.12		4,000.00
44002 Smoke Detector	1,320.00		2,000.00
44004 Banner Program	48.10		
Total 44000 Program Services Income	\$ 5,723.22	\$	6,000.00
45000 Fundraising Income	320.00		
45010 Piccadilly	28,671.56		23,000.00
Total 45000 Fundraising Income	\$ 28,991.56	\$	23,000.00
46000 Rental Income	7,150.00		7,800.00
48000 Interest Income	39.95		450.00
49999 Miscellaneous Revenue			3,000.00
Unapplied Cash Payment Revenue			
Total Revenue	\$ 89,450.10	\$	101,350.00
Gross Profit	\$ 89,450.10	\$	101,350.00
<b>Expenditures</b>			
61000 Accounting Fees	655.00		430.00
61500 Advertising Expense	3,494.28		3,000.00
62500 Credit Card and Bank Fees	69.00		36.00
63000 Contract Labor	18,610.35		5,000.00
64500 Dues & Subscriptions	750.15		700.00
65000 Rent on Equipment	550.00		1,300.00
66000 Special Project Expenses	935.80		
68000 Insurance Expense	4,505.00		2,500.00
70000 Miscellaneous Expense			200.00
71000 Office Supplies Expense	4,416.33		2,000.00

71500 Postage Expense	98.58	1,200.00
72000 Travel Expense	2,649.52	5,000.00
72010 Mileage Reimbursement	1,148.87	1,500.00
72100 Education & Training	918.16	600.00
72200 Conference, Convention, Meeting	790.00	1,800.00
72300 Meals	344.76	9,250.00
73500 Security & Monitoring	2,415.40	2,176.00
74000 Supplies-Administrative	2,144.25	3,000.00
74100 Supplies-Program Services	14,709.42	5,000.00
74200 Supplies-Fundraising	14,633.52	13,000.00
74500 Taxes-Other	6,112.77	60.00
76000 Telecommunications Expense	1,122.86	1,400.00
77500 Utilities Expense	3,859.83	2,250.00
78000 Wages & Salaries	36,500.16	36,500.00
79000 Payroll Taxes	2,792.16	2,920.00
79100 Licenses & Fees	230.00	370.00
<b>Total Expenditures</b>	<b>\$ 124,456.17</b>	<b>\$ 101,192.00</b>
<b>Net Revenue</b>	<b>-\$ 35,006.07</b>	<b>\$ 158.00</b>

**RESOLUTION NO. 19-2024**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING ENGAGEMENT LETTERS WITH HOOD AND ASSOCIATES CPAs, PC (CONTRACTOR) FOR AUDITING SERVICES FOR FISCAL YEARS ENDING SEPTEMBER 30, 2023 AND SEPTEMBER 30, 2024.**

**WHEREAS**, the City advertised for bids for Audit Services for Fiscal Year ending September 30, 2023 AND September 30, 2024, with an option to renew for 4 additional one year periods for Fiscal Years ending September 30, 2025, 2026, 2027 and 28; and

**WHEREAS**, the Contractor submitted bids for Audit Services and the bids were accepted; and

**WHEREAS**, the Contractor shall comply with the provisions of RSMo. 285.530, prohibiting the employment of unauthorized aliens;

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

**Section 1.** The Engagement Letter between the City of Clinton and Hood and Associates CPAs, PC is hereby approved for Fiscal Years ending September 30, 2023 and September 30, 2024 and may be renewed by City Council approval for 4 additional one year periods for Fiscal Years ending September 30, 2025, 2026, 2027 and 2028.

**Section 2.** The Mayor of Clinton is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this \_\_\_\_ day of August, 2024.

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

ATTEST

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

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23 day of July, 2024, by and between the City of Clinton, (herein "City") and Hood & Associates CPAs, (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

- 1. Services:** Consultant shall provide the City with professional financial audit services according the scope of work set forth in the City's Request for Proposals, and Consultant's proposal, all attached hereto and incorporated herein.  
  
Consultant agrees to provide all such services in a timely manner within a reasonable time after receipt of City directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the City or City's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without a City approved written proposal for professional services.
- 2. Compensation:** In consideration for the Consultant's provision of services under this agreement, the City agrees to compensate the Consultant for services rendered in accordance with the payment terms set forth in Consultant's proposal attached hereto. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. The agreed scope of services and rate of compensation at present is for the initial term of services.
- 3. City Responsibilities:** City agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder.
- 4. Coordination of Work and Work Product:** Consultant shall coordinate all work with the City's designated representative for each task or project assigned to Consultant and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment.
- 5. Protection of Work, Property and Persons:** The Consultant will be responsible for initiating, maintaining and supervising all safety precautions and programs for its employees in connection with the services provided under this Agreement. The Consultant will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees providing work under this Agreement and other persons who may be affected thereby.
- 6. General Insurance Requirements:** Consultant will provide proof of its general and professional liability coverages to the City before undertaking work for the City.

7. **Indemnification:** Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees.
8. **Delegation and Subcontracting:** Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.
9. **Records and Samples:** To the extent not otherwise transferred to the City's possession, Consultant agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the City as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the City or the City's representative.
10. **Additional Services:** No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.
11. **City Authorization:** When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City of Clinton City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Clinton City Council or City Administrator. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Administrator in writing. When the term City's representative is used, it shall mean the City Administrator or her designee as specified in writing.
12. **Period of Services and Termination:** Consultant will provide its services as described in the proposal until completion, or until termination of those services by the City. The initial term of this Agreement shall be for years 2023 through 2028, inclusive. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in

connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Consultant shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law:** This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
14. **Certification of Lawful Presence/ Work Authorization:** Consultant will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto.
15. **Nature of Relationship:** Consultant herein is an independent Consultant and shall not act as an agent for the City, nor shall Consultant be deemed to be an employee of the City for any purposes whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.
16. **Miscellaneous:** This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONSULTANT

CITY OF CLINTON, MISSOURI

By: Mindy Green

\_\_\_\_\_

Title: PARTNER

City Administrator

Date: 7/23/24

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

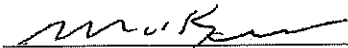
ATTEST: \_\_\_\_\_

City Clerk

## CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1. I have provided a copy of documents <sup>Kansas</sup> showing citizenship or lawful presence in the United States. (Such proof may be a ~~Missouri~~ driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

  
\_\_\_\_\_  
Applicant

Michael Keenan  
\_\_\_\_\_  
Printed Name

7/23/24  
\_\_\_\_\_  
Date



**AFFIDAVIT**

*(Only Required for Individual Bidder Certification Option #2)*

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Social Security Number  
or other Federal I.D. Number*

\_\_\_\_\_  
*Printed Name*

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
*Notary Public*

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

**WORK AUTHORIZATION CERTIFICATION**

PURSUANT TO 285.530 RSMo

(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

State of Missouri)

County of JACKSON )SS.  
 )

My name is Michael Keenan. I am an authorized agent of Hood & Associates CPA's (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all employees or others working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

*Michael Keenan*  
Affiant

Michael Keenan  
Printed Name

7/23/24  
Date

Subscribed and sworn to before me this 23 day of July, 2024.

CAROL DEE DOUGLAS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Platte  
My Commission Expires: Dec. 14, 2026  
Commission #14431570

*Carol De Douglas*  
Notary Public

CONFLICT OF INTEREST FORM

PROJECT: Professional Auditing Services

RESPONSIBLE CITY EMPLOYEE: Wendee Seaton

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: Michael Keenan

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton been involved in any of the following with the City of Clinton, its employees, elected officials or any responsible consultant identified above?

Sale, purchase or exchange of property: ..... Yes  No

Receiving or furnishing goods or services: ..... Yes  No

Transfer or receipt of income, assets or funds:..... Yes  No

Maintenance of bank balances, book balances or other accounts for benefit of another?..... Yes  No

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton been indebted to the City, any employee of the City or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

NO  
\_\_\_\_\_  
\_\_\_\_\_

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton has had with any employee of the City, its elected official or its responsible consultants in the last twenty-four months.

NONE  
\_\_\_\_\_  
\_\_\_\_\_

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton either to or from any employee, elected official or its responsible consultants in the last twenty-four months.

None

By executing this disclosure form, the undersigned personally, and on behalf of the proposing business entity verifies that the information contained herein is truthful and accurate and will remain truthful and accurate throughout all business transactions with the City of Clinton.

By Michael Keenan

Title: Partner

Dated: 7/23/24

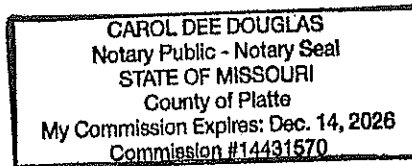
State of Missouri )  
County of Platte )SS.

On this 23 day of July, 2024, before me, appeared Michael Keenan who swore that the matters contained herein are true according to his/her best knowledge, information and belief.

IN WITNESS WHEREOF, I have placed my hand and notarial seal the day and year last above written.

Carol De Douglas  
Notary Public

My Commission Expires: 12/14/2026





July 23, 2024

Ms. Wendee Seaton  
City Clerk/Finance Officer  
City of Clinton, Missouri  
105 E. Ohio  
Clinton, Missouri 64735

We are pleased to confirm our understanding of the services we are to provide to the City of Clinton, Missouri (the City) for the year ended September 30, 2023.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Information and Notes - General Fund and Major Revenue Funds.
- 3) Notes to Budgetary Comparison Information
- 4) Schedules of Changes in Net Pension Liability and Related Ratios.
- 5) Schedule of Employer Contributions and Notes.

We have also been engaged to report on supplementary information other than RSI that accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Individual Nonmajor Fund Financials Statements and Schedules.
- 2) Schedule of Expenditures of Federal Awards, if required.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Schedule of Sales Tax Collections.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If a Single Audit is required, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program as required by the Uniform Guidance. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, if required, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, if required, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, if required, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.



You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, if required, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards, if required.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable/revenue, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hood and Associates CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Cognizant Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hood and Associates CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Micheal Kennan is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit planning and fieldwork on or after August 1, 2024 and to issue our reports no later than October 31, 2024.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$39,940. If a Single Audit is required, the audit of one (1) major program will be \$4,000. If additional major programs are required to be audited, the fee for each additional program will be \$3,000.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Honorable Mayor and City Council of the City of Clinton, Missouri. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Hood and Associates CPAs, PC*

RESPONSE:

This letter correctly sets forth the understanding of the City of Clinton, Missouri.

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

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

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



July 23, 2024

Ms. Wendee Seaton  
City Clerk/Finance Officer  
City of Clinton, Missouri  
105 E. Ohio  
Clinton, Missouri 64735

We are pleased to confirm our understanding of the services we are to provide to the City of Clinton, Missouri (the City) for the year ending September 30, 2024.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ending September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Information and Notes - General Fund and Major Revenue Funds.
- 3) Notes to Budgetary Comparison Information
- 4) Schedules of Changes in Net Pension Liability and Related Ratios.
- 5) Schedule of Employer Contributions and Notes.

We have also been engaged to report on supplementary information other than RSI that accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Individual Nonmajor Fund Financials Statements and Schedules.
- 2) Schedule of Expenditures of Federal Awards, if required.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Schedule of Sales Tax Collections.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If a Single Audit is required, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program as required by the Uniform Guidance. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, if required, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, if required, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, if required, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.



You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, if required, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards, if required.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable/revenue, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hood and Associates CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Cognizant Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hood and Associates CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Micheal Kennan is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit planning and fieldwork on or after November 1, 2024 and to issue our reports no later than March 31, 2025.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$41,500. If a Single Audit is required, the audit of one (1) major program will be \$4,200. If additional major programs are required to be audited, the fee for each additional program will be \$3,050.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Honorable Mayor and City Council of the City of Clinton, Missouri. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Hood and Associates CPAs, PC*

RESPONSE:

This letter correctly sets forth the understanding of the City of Clinton, Missouri.

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

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

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

Bill No. 2024-12

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF CLINTON REGARDING A GRANT AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (COMMISSION) TO CONSTRUCT AN AIRPORT TERMINAL AND PARKING LOT.**

**WHEREAS**, the Commission has agreed to award funds to the City for construction of an airport terminal and parking lot;

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

1. The Mayor is authorized to execute the State Block Grant Agreement for Project No. 23-022A-1 with the Missouri Highways and Transportation Commission, in the amount not to exceed One Million Six Hundred Ninety-One Thousand Four Hundred Thirty-Seven Dollars and Zero Cents (\$1,691,437.00).
2. The City commits local matching funds not to exceed Eighty-Nine Thousand Twenty-Three Dollars and Zero Cents (\$89,023.00).
3. All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.
4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read both times and passed this \_\_\_\_\_ day of August, 2024.

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

ATTEST:

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

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

CCO FORM: MO25  
Approved: 01/24 (MWH)  
Revised: 05/24 (MWH)  
Modified:

Sponsor: City of Clinton  
Project No. 23-022A-1  
Airport Name: Clinton Regional

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

**AIRPORT TERMINAL PROGRAM GRANT  
AVIATION STATE BLOCK GRANT PROGRAM  
GRANT AGREEMENT**

**SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION**

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

**AIRPORT TERMINAL PROGRAM GRANT AGREEMENT**

**SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION**

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

**SECTION II - STANDARD AGREEMENT ITEMS**

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
11. RECOVERY OF FEDERAL FUNDS
12. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
13. PAYMENT
14. ADMINISTRATIVE/AUDIT REQUIREMENTS
15. ASSURANCES/COMPLIANCE
16. LEASES/AGREEMENTS
17. NONDISCRIMINATION ASSURANCE
18. CANCELLATION
19. VENUE
20. LAW OF MISSOURI TO GOVERN

21. WORK PRODUCT
22. CONFIDENTIALITY
23. NONSOLICITATION
24. DISPUTES
25. INDEMNIFICATION
26. INSURANCE
27. HOLD HARMLESS
28. NOTIFICATION OF CHANGE
29. DURATION OF GRANT OBLIGATIONS
30. AMENDMENTS
31. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
32. ASSIGNMENT
33. BANKRUPTCY
34. COMMISSION REPRESENTATIVE
35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
36. BAN ON TEXTING WHILE DRIVING
37. TRAFFICKING IN PERSONS
38. SUSPENSION OR DEBARMENT
39. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER
40. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
41. EMPLOYEE PROTECTION FROM REPRISALS

### **SECTION III – PLANNING**

42. AIRPORT LAYOUT PLAN
43. AIRPORT PROPERTY MAP
44. ENVIRONMENTAL IMPACT EVALUATION
45. EXHIBIT "A" PROPERTY MAP
46. SOLID WASTE RECYCLING PLAN

### **SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS**

47. RUNWAY PROTECTION ZONE

### **SECTION V - DESIGN**

48. ENGINEER'S DESIGN REPORT
49. GEOMETRIC DESIGN CRITERIA
50. PLANS, SPECIFICATIONS AND ESTIMATES

### **SECTION VI - CONSTRUCTION**

51. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
52. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
53. WAGE LAWS
54. COMPETITIVE SELECTION OF CONTRACTOR
55. REVIEW OF BIDS AND CONTRACT AWARD
56. NOTICE TO PROCEED
57. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
58. LABOR STANDARDS INTERVIEWS
59. AIR AND WATER QUALITY
60. FILING NOTICE OF LANDING AREA PROPOSAL
61. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
62. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
63. RESPONSIBILITY FOR PROJECT SAFETY
64. RECORD DRAWINGS
65. PROHIBITED TELECOMMUNICATIONS

- 66. CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE
- 67. BUY AMERICAN
- 68. BUILD AMERICA, BUY AMERICA

**SECTION VII – SPECIAL CONDITIONS**

- 69. SPECIAL CONDITIONS

**SECTION VIII – GRANT ACCEPTANCE**

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney



CCO FORM: MO25  
Approved: 01/24 (MWH)  
Revised: 05/24 (MWH)  
Modified:

Sponsor: City of Clinton  
Project No.: 23-022A-1  
Airport Name: Clinton Regional

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

### **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT TERMINAL PROGRAM GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Clinton (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Terminal Program ("ATP") Grant.

WHEREAS, the FAA has entered a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the Commission for the administration of Airport Terminal Program (ATP) Grant funds for airport planning, development, and noise program implementation projects conforming to Public Law (117-58), as permitted under Title 49 United States Code (USC) § 47128 at non-primary airports in the State (covered airports); and

WHEREAS, the Commission, as an approved SBGP participant, has the administrative responsibility to administer ATP Funds to Sponsors of covered airports for eligible and justified projects; and

WHEREAS, the Commission has submitted to the FAA a Block Grant Project Application dated August 10, 2023, for a Grant of Federal funds at or associated with Missouri State Block Grant Program airports, which is a covered airport in Missouri and is included as part of this ATP State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer, and the Commission has accepted the terms of FAA's Grant Offer; and

WHEREAS, in consideration of the promises, representations and assurances provided by the Commission, the FAA has approved the State Block Grant Project Application to provide ATP Grant funds (herein called the "Grant") to the Commission for eligible and justified projects (herein called the "Projects") for covered airports; and

WHEREAS, the Commission has been selected by FAA to administer federal funds under ATP program; and

WHEREAS, the Sponsor has applied to the Commission for a sub-grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

### **Reconstruct Terminal Building and Entrance Road**

NOW, THEREFORE, pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the State Block Grant Project Application for ATP Funds; and in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide funds to be used for eligible and justified projects as permitted by Public Law 117-58, Division J, Title VIII under the ATP grant program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2027. The Commission's assistant chief engineer may for good cause as shown by the Sponsor in writing extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence to title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed One Million Six Hundred Ninety-One Thousand Four Hundred Thirty-Seven Dollars (\$1,691,437) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Eighty-Nine Thousand Twenty-Three Dollars (\$89,023).

(A) The amount of matching funds stated above represents five (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: ATP grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475. The Sponsor must not include any costs in the projects funded with this Grant that are ineligible or unallowable in accordance with Public Law 117-58, Division J, Title VIII.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before September 30, 2024, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with Public Law 117-58, Division J, Title VIII, the regulations, the Secretary of Transportation's ("Secretary's") policies and procedures. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

(10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure, the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws including but not limited to BIL (Public Law 117-58), statutes, and regulations, and the Secretary's policies and procedures. The Sponsor agrees to post-award performance and project evaluation requirements by the FAA/DOT/Federal government, or its agents as specified in the Notice of Funding Opportunity (NOFO). Per 2 CFR § 200.308, the Sponsor agrees, to report to the Commission for any disengagement from funding eligible expenses under this Agreement and any subgrants hereto that exceed three (3) months or a twenty percent (25%) reduction in time devoted to the project and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums

apply to subgrants issued under this Agreement.

(11) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project(s) upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must obtain the approval of the Commission as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor must furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Commission.

(12) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(13) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or lump sum payments upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (13)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) The Sponsor understands that all project costs must be incurred after the grant execution date unless specifically permitted under 49 USC 47110(c). Certain airport development costs incurred before execution of this grant agreement, but after November 15, 2021, are allowable, only if certain conditions under 49 USC 47110(c) are met.

(C) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety-five percent (95%) of the maximum federal obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final five percent (5%) of the maximum federal obligation stated in this Agreement shall not be paid

to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(D) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(E) When force account or donations are used, the costs for land, engineering administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) Public Sponsors must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.encsus.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one (1) copy of the completed audit to the FAA.

(B) If the Sponsor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT" or "Department") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200. If the Sponsor expends less than Seven Hundred Fifty Thousand Dollars (\$750,000) in Federal awards, the Sponsor may be exempt from auditing requirements but must make records available for review or audit by applicable state and federal authorities. The FAA and other appropriate state and federal agencies may request additional information to meet all Federal audit requirements.

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard Airport Sponsors Assurances as outlined in attached Exhibit 1, Airport Sponsors (Bipartisan Infrastructure Law) and all information required by 2 CFR § 200.332.

(16) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

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

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

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

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

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

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

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

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

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

(21) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(23) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(24) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

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



(26) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

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

(27) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(28) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage  
Administrator of Aviation  
Missouri Department of Transportation  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 526-5571  
(573) 526-4709 FAX  
email: [kyle.lepage@modot.mo.gov](mailto:kyle.lepage@modot.mo.gov)

Sponsor: Christy Maggi  
City Administrator  
City of Clinton  
105 E. Ohio  
Clinton, MO 64735  
(660) 885-6121  
(660) 885-2023 FAX  
email: [cmaggi@cityofclintonmo.com](mailto:cmaggi@cityofclintonmo.com)

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(29) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. Paragraph (28) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

(30) AMENDMENTS: Any change in this Agreement, whether by modification or

supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(31) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than One Hundred Thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing One Hundred Thousand Dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

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

(33) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(35) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): The Sponsor shall comply with all reporting requirements of the FFATA (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252). This Agreement is subject to the award terms within 2 CFR Part 170.

(36) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(37) TRAFFICKING IN PERSONS:

(A) POSTING OF CONTACT INFORMATION: The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

(B) PROVISIONS APPLICABLE TO A RECIPIENT THAT IS A PRIVATE ENTITY: The Sponsor recipient, sponsor's employees, subrecipients under this Grant, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

(C) The FAA and the Commission may unilaterally terminate this Grant, without penalty, if the Sponsor that is a private entity:

1. Is determined to have violated a prohibition in paragraph (A) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (A) of this Grant Condition through conduct that is either:
  - A. Associated with performance under this Grant; or
  - B. Imputed to Sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(D) PROVISION APPLICABLE TO A RECIPIENT OTHER THAN A PRIVATE ENTITY: FAA and the Commission may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph (A) of this Grant Condition; or

2. Has an employee who is determined by the Commission to have violated an applicable prohibition in paragraph (A) of this Grant Condition through conduct that is either:

A. Associated with performance under this Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(E) PROVISIONS APPLICABLE TO ANY RECIPIENT:

1. Sponsor must inform the Commission immediately of any information Sponsor received from any source alleging a violation of a prohibition in paragraph (A) of this Grant Condition.

2. FAA and the Commission's right to terminate unilaterally that is described in paragraph (A) or (B) of this Grant Condition:

A. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 USC § 7104(g)], and

B. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. Sponsor must include the requirements of paragraph (A) of this Grant Condition in any subgrant made to a private entity.

(F) DEFINITIONS: For purposes of this Grant Condition:

1. "Employee" means either:

A. An individual employed by Sponsor or a subrecipient who is engaged in the performance of the project or program under this Grant; or

B. Another person engaged in the performance of the project or program under this Grant and not compensated by Sponsor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following

methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

A. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

B. Includes:

I. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

II. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC § 7102).

(38) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(39) SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for SAM: Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the

Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(40) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (40)(B) information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) PERSONS AND BODIES COVERED: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal office or employee responsible for oversight or management at the relevant agency;
5. A court or grand jury;

6. A management official of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) SUBMISSION OF COMPLAINT: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (40)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) TIME LIMITATION FOR SUBMITTAL OF A COMPLAINT: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) REQUIRED ACTIONS OF THE INSPECTOR GENERAL: Actions, limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) ASSUMPTION OF RIGHTS TO CIVIL REMEDY: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(42) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(43) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a



part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(44) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(45) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on July 30, 2019, is incorporated herein by reference.

(46) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(47) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) EXISTING FEE TITLE INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) EXISTING EASEMENT INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation

of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(48) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(49) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(50) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

(C) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

(D) The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

(E) If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(51) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(52) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(53) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 USC §327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(54) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(55) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(56) NOTICE TO PROCEED: After the Commission receives copies of the

executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(57) DISADVANTAGED BUSINESS ENTERPRISES (DBEs)-CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(58) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(59) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(60) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must

submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.

(61) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over twenty feet (20') in height or use of construction equipment over twenty feet (20') tall. It is not necessary for routine construction projects unless they include above ground installations.

(62) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(63) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(64) RECORD DRAWINGS: The Sponsor shall provide one (1) set of digital as-built construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the

approved updated ALP to the FAA Central Region office.

(65) PROHIBITED TELECOMMUNICATIONS: The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

(66) CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE: The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

(67) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract.

(68) BUILD AMERICA, BUY AMERICA: The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(69) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

**(USE APPLICABLE PROVISIONS AS NECESSARY)**

(A) AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the Commission or the FAA, as described by 49 § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 40 U.S.C. § 47107(a)(16).

(B) PROTECTION OF RUNWAY PROTECTION ZONE- AIRPORT PROPERTY: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be

cleared or discontinued by the Sponsor unless approved by the FAA.

(C) PROTECTION OF RUNWAY PROTECTION ZONE – EASEMENT:

The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(D) PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees to submit plans and specifications for Commission and FAA review prior to advertising for bids.

(E) DESIGN GRANT: This Grant Agreement is being issued in order to complete the design of a project funded under this Grant Agreement. The Sponsor understands and agrees, that within two (2) years after the design is completed, the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA and the Commission may suspend or terminate grants related to the design.

(F) BUY AMERICAN EXECUTIVE ORDERS: The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

*[Remainder of Page Intentionally Left Blank]*

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

Executed by Sponsor on \_\_\_\_\_ (date).

Executed by Commission on \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF CLINTON

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

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

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

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

Attest:

Attest:

\_\_\_\_\_  
Secretary to the Commission

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

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

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

Ordinance No. \_\_\_\_\_



CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the State; the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF CLINTON

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_



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: GREG BAUER Ward: (1) 2 3 4

Street Address: 607 CLOVER DRIVE Zip Code: 64735

Home/Cell Phone: 660-351-1406 Home Fax: \_\_\_\_\_

Business/Cell Phone: 660-885-5536 Business Fax: \_\_\_\_\_

E-mail Address: greg.bauer1950@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)

- |   |   |
|---|---|
| <u>   </u> Board of Adjustment              | <u>2</u> Park Board                       |
| <u>3</u> Clinton Regional Airport Board     | <u>   </u> Personnel Board                |
| <u>1</u> Board of Cemetery Trustees         | <u>   </u> Planning Commission            |
| <u>   </u> Enhanced Enterprise Zone Board   | <u>   </u> Clinton Tourism Commission     |
| <u>   </u> Historic Preservation Commission | <u>   </u> Tree Board                     |
| <u>   </u> Clinton Housing Authority Board  | <u>   </u> Inclusive Playground Committee |
| <u>   </u> Other _____                      |   |

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

I FEEL LIKE I SHOULD BE HELPFUL TO FELLOW CITIZENS WITH MY KNOWLEDGE OF THINGS THAT WOULD HELP GIVE THEM MORE INSIGHT OF AREAS IN CLINTON THAT WOULD GIVE THEM MORE SATISFACTION WITH WHAT THEY WANT FROM THE CITY.

*Greg Bauer*  
Signature

6/16/2024  
Date

(For office use only)

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

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

03/2012



Clinton Area Transportation Service

**Title VI Program**

Approved by Clinton City Council:

---

Mayor Carla Moberly

---

Date

# Table of Contents

- A. Title VI Assurances.....2
- B. Agency Information.....3
- C. Notice to the Public.....5
- D. Procedure for Filing a Title VI Complaint .....6
- E. Monitoring Title VI Complaints, Investigations, Lawsuits *and* Documenting Evidence of Agency Staff  
Title VI Training .....8
- F. Public Engagement Plan .....10
- G. Language Assistance Plan.....14
  - ATS Limited English Proficiency Plan.....14
  - Four Factor Analysis .....15
  - Staff LEP Training.....19
  - Monitoring and Updating the LEP Plan .....19
- H. Advisory Bodies .....20
  - Option A: .....20
- I. Subrecipient Assistance.....21
- J. Subrecipient Monitoring .....22
- K. Equity Analysis of Facilities.....23
- L. Fixed Route Transit Providers .....24
- M. Attachments.....25
  - Attachment 1: ATS TITLE VI/ADA COMPLAINT FORM.....25

## A. Title VI Assurances

Clinton Area Transportation Service (ATS) agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 200d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21.

Clinton Area Transportation Service assures that no person shall, as provided by Federal and State civil rights laws, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity. Clinton Area Transportation Service further ensures every effort will be made to ensure non-discrimination in all programs and activities, whether those programs and activities are federally funded or not.

Clinton Area Transportation Service meets the objectives of the FTA Master Agreement which governs all entities applying for FTA funding, including Clinton Area Transportation Service and its third-party contractors by promoting actions that:

- A. Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin.
- B. Identify and address, as appropriate, disproportionately high and adverse effects of programs and activities on minority populations and low-income populations.
- C. Promote the full and fair participation of all affected Title VI populations in transportation decision making.
- D. Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations.
- E. Ensure meaningful access to programs and activities by persons with Limited English Proficiency (LEP).

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

Title: Project Manager

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

## B. Agency Information

### 1. Mission of Clinton Area Transportation Service

ATS strives to provide safe/affordable transportation within our community for those persons requiring transportation needs. Thus allowing them to maintain a more normal way of life through their employment, shopping needs, or just human interaction.

### 2. History

ATS first began as a not for profit organization in December 1973. It was incorporated and operated by a board of directors that not only knew there was a need for affordable transportation, but had a vision of providing exemplary service to those in need. The City of Clinton would oversee the day-to-day operations with the City of Clinton subsidizing 50% of the operational costs and a transportation tax for the match part of new bus purchases. In March of 1996, the board decided (since the City was operating the system anyway) that the City may as well take over the operations fully and thus the board was disbanded. The City agreed to assume control of ATS, and has been operating the system since 1996. Only one fare increase (from \$.75 per ride to \$1.00) has been implemented, which was approved by the original board in 1990. The \$1.00 rate remains to this day.

### 3. Regional Profile

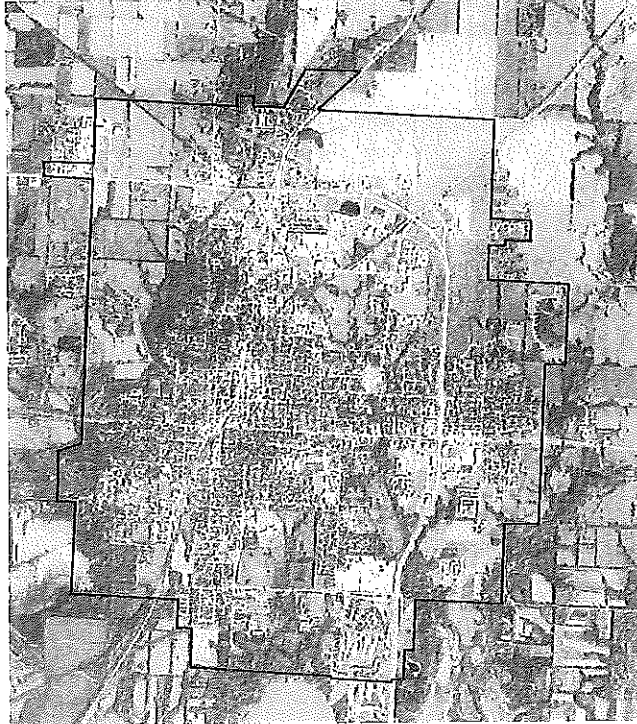
ATS serves those within the City of Clinton city limits only. We are comprised of approximately (11) square miles with a population of 9,174 (2020), which is up from 9,008 (2010).

### 4. Population served

ATS serves within the city limits of Clinton only. The population is approximately 9,174 (2020). ATS provides approximately 20,000 one way trips per year. Our service provides rides for anyone requesting our services.

**5. Service area (include map, with any routes utilized)**

Service area is limited to within Clinton city limits. We utilize all streets within our city depending on the rider location as we are demand response with no fixed routes.



**6. Governing body make-up (include terms of office)**

The City of Clinton is the governing body over the ATS. Clinton is a third class city organized in 1836 and incorporated under the laws of the State of Missouri in 1878. The City has an elected Mayor and City Council and operates under the City Administrator plan. The City Administrator is appointed by the Mayor and City Council. The City Council is made up of: Mayor (1) Caucasian female, with Council members being made up of (6) Caucasian males, (1) African American female, and (1) Caucasian female serving terms of (2) years each.

**Note 1:** ATS does not have a planning/advisory board element for our Title VI plan, the racial composition element is not applicable.

**Note 2:** ATS does not have any subrecipients, therefore monitoring of subrecipients is not required.

## C. Notice to the Public

### **Notifying the Public of Rights under Title VI**

ATS posts Title VI notices on our agency's website at <https://clintonmo.com/city-of-clinton/ats-bus/>, inside city hall, and on our buses and/or paratransit vehicles.

ATS operates its programs and services without regard to race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964.

For more information on the ATS's Title VI program, and the procedures to file a complaint, contact the ATS project manager at (660) 885-6121; [cbailey@cityofclintonmo.com](mailto:cbailey@cityofclintonmo.com) ; or visit our administrative office at 105 E Ohio St., Clinton, MO 64735. For more information visit <https://clintonmo.com/city-of-clinton/ats-bus/> .

If you believe you have been discriminated against on the basis of race, color, or national origin by ATS, you may file a Title VI complaint by completing, signing, and submitting the agency's Title VI Complaint Form.

To obtain additional information about your rights under Title VI, contact: ATS Project Manager at 105 E Ohio St, Clinton, MO 64735, or at 660-885-6121.

#### **How to file a Title VI/ADA complaint with ATS:**

1. You may file a claim by obtaining a claim form at 105 E Ohio St, Clinton, MO 64735 or online at <https://clintonmo.com/city-of-clinton/ats-bus/> .
2. In addition to the complaint process at ATS, complaints may be filed directly with the Federal Transit Administration, Office of Civil Rights, East Building, 5<sup>th</sup> Floor – TCR 1200 New Jersey Ave., SE Washington, DC 20590.
3. Complaints must be filed within 180 days following the date of the alleged discriminatory occurrence and should contain as much detailed information about the alleged discrimination as possible.
4. The form must be signed, dated, and include your contact information.

If information is needed in another language, contact the project manager at 105 E Ohio St, Clinton, MO 64735, or at (660) 885-6121.

This Notice is posted on our agency's website, in public areas of city hall, and within transit or paratransit vehicles.



See Title VI  
Complaint Form  
**ATTACHMENT 1**

## D. Procedure for Filing a Title VI Complaint

### Filing a Title VI Complaint

The complaint procedures apply to the beneficiaries of ATS's programs, activities, and services.

**RIGHT TO FILE A COMPLAINT:** Any person who believes they have been discriminated against on the basis of race, color, or national origin by ATS may file a Title VI complaint by completing and submitting the agency's **Title VI Complaint Form**. Title VI complaints must be received in writing within 180 days of the alleged discriminatory complaint.

**HOW TO FILE A COMPLAINT:** Information on how to file a Title VI complaint is posted on our agency's website, in public areas of city hall, and within transit or paratransit vehicles

You may download the ATS Title VI Complaint Form at <https://clintonmo.com/city-of-clinton/ats-bus/> , or request a copy by writing to 105 E Ohio St., Clinton, MO 64735 . Information on how to file a Title VI complaint may also be obtained by calling the project manager at (660) 885-6121.

You may file a signed, dated complaint no more than 180 days from the date of the alleged incident. The complaint should include:

- Your name, address, and telephone number.
- Specific, detailed information (how, why, and when) about the alleged act of discrimination.
- Any other relevant information, including the names of any persons, if known, the agency should contact for clarity of the allegations.

Please submit your complaint form to ATS Project Manager, 105 E Ohio St., Clinton, MO 64735.

**COMPLAINT ACCEPTANCE:** The ATS project manager will process complaints that are complete. Once a completed Title VI Complaint Form is received, the project manager will review it to determine if ATS has jurisdiction. The complainant will receive an acknowledgement letter informing them whether or not the complaint will be investigated by ATS.

**INVESTIGATIONS:** ATS will generally complete an investigation within 90 days from receipt of a completed complaint form. If more information is needed to resolve the case, ATS may contact the complainant. Unless a longer period is specified by ATS, the complainant will have ten (10) days from the date of the letter to send requested information to the ATS investigator assigned to the case.

If the requested information is not received within that timeframe the case will be closed. Also, a case can be administratively closed if the complainant no longer wishes to pursue the case.

LETTERS OF CLOSURE OR FINDING: After the Title VI investigator reviews the complaint, the Title VI investigator will issue one of two letters to the complainant: a closure letter or letter of finding (LOF).

- A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.

- A Letter of Finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant disagrees with ATS's determination, the complainant may request reconsideration by submitting the request in writing to the Title VI investigator within seven (7) days after the date of the letter of closure or letter of finding, stating with specificity the basis for the reconsideration. ATS will notify the complainant of the decision either to accept or reject the request for reconsideration within ten (10) days. In cases where reconsideration is granted, ATS will issue a determination letter to the complainant upon completion of the reconsideration review.

-A Determination Letter for cases where reconsideration is granted summarizes the allegations, the original finding, the basis for reconsideration, the final findings, and what remedial action(s) are necessary disciplinary action, additional training of the staff member, or other action will occur.

A person may also file a complaint directly with the Federal Transit Administration, at the FTA Office of Civil Rights, East Building, 5<sup>th</sup> Floor - TCR 1200 New Jersey Avenue SE, Washington, DC 20590.

ATS will notify the Missouri Department of Transportation of all Discrimination complaints within **72 hours** by contacting the MoDOT Title VI Coordinator via the External Civil Rights main line at (573) 526-2978, or via e-mail at [TitleVI@modot.mo.gov](mailto:TitleVI@modot.mo.gov).

If information is needed in another language, contact the ATS project manager at 105 E Ohio St, Clinton, MO 64735, or at (660) 885-6121

## E. Monitoring Title VI Complaints, Investigations, Lawsuits *and* Documenting Evidence of Agency Staff Title VI Training

### Documenting Title VI Complaints/Investigations

All Title VI complaints will be entered and tracked in ATS's complaint log. Active investigations will be monitored for timely response on the part of all parties. The agency's Title VI Coordinator shall maintain the log.

During the reporting period, ATS had zero Title VI Complaints.

### Agency Title VI Complaint Log

Date complaint filed	Complainant	Basis of complaint R-C-NO	Summary of allegation	Pending status of complaint	Actions taken	Closure Letter (CL)	Letter of Finding (LOF)	Date of CL or LOF

### Documenting Evidence of Agency Staff Title VI Training

ATS's staff are given Title VI training, and agency can answer affirmatively to all the following questions:

1. Are new employees made aware of Title VI responsibilities pertaining to their specific duties?
2. Do new employees receive this information via employee orientation?
3. Is Title VI information provided to all employees?
4. Is Title VI information prominently displayed in the agency and on any program materials distributed, as necessary?

The following Title VI training will be provided to ATS's staff:

1. Information on Title VI such as the requirements of Title VI, the protections afforded, and ATS's obligations under Title VI.
2. Information regarding displayed Title VI information and program materials such as the Title VI Nondiscrimination Notice to the Public.
3. Information on ATS's Title VI Complaint Procedures, Title VI Complaint Form, and the complaint investigation process.
4. Information on ATS's outreach efforts from the Public Participation Plan and the agency's efforts to engage minority and LEP populations.

ATS will identify staff that are likely to routinely encounter or have frequent contact with members of the public and/or customers, as well as their supervisors and all management staff. ATS will include the Title VI training as part of the orientation for new employees. Existing employees, especially those who frequently encounter the public and/or customers, will take part in re-training or new training sessions to keep up to date on their Title VI responsibilities on an as-needed basis.

The Title VI training will be administered in conjunction with training on ATS's Language Assistance Plan and a summary of the agency's LEP responsibilities as discussed in the later Section G. "Language Assistance Plan."

## F. Public Engagement Plan

### Goal

The goal of the Public Engagement Plan is to have significant and ongoing public involvement, by all identified audiences, in the public participation process for major agency outreach efforts. The Public Engagement plan describes the proactive strategies, procedures, and desired outcomes that underpin ATS's public participation activities.

#### Objectives

- To understand the service area demographics and determine what non-English languages and other cultural barriers exist to public participation.
- To provide general notification of meetings and forums for public input, in a manner that is understandable to all populations in the area.
- To hold public meetings in locations that are accessible to all area stakeholders, including but not limited to minority and low-income members of the community.
- To provide methods for two-way communication and information and input from populations which are less likely to attend meetings.
- To convey the information in various formats to reach all key stakeholder groups.

### Identification of Stakeholders

Stakeholders are those who are either directly or indirectly affected by an outreach effort, system or service plan or recommendations of that plan. Stakeholders include but are not limited to the following:

- City Council – the governing board of the agency. The role of the Board is to establish policy and legislative direction for the agency. The City Council defines the agency's mission, establishes goals, and approves then budget to accomplish the goals.
- Advisory Bodies – non-elected advisory bodies may review current and proposed activities of the agency, and are encouraged to be active in the agency's public engagement process. Advisory bodies may provide insight and feedback to the agency.
- Agency Transit riders and clients
- Minority and low-income populations, including limited English proficient persons.
- Local jurisdictions and other government stakeholders

- Private businesses and organizations
- Employers
- Partner agencies

## **Elements of the Public Engagement Plan**

It is necessary to establish a public participation plan that includes an outreach plan to engage minority and limited English proficient (LEP) populations.

Elements of the Public Engagement Plan include:

### **1. Public Notice**

- a. Official notification of intent to provide opportunity for members of the general public to participate in public engagement plan development, including participation in open City Council meetings, and advisory committees.

### **2. Public Engagement Process/Outreach Efforts**

- a. Public meetings
- b. Open houses
- c. Rider outreach
- d. Public hearings
- e. Services for the Disabled (Notices of opportunities for public involvement include contact information for people needing these or other special accommodations.)

Events such as public meetings and/or open houses are held at City Hall, 105 E Ohio St, Clinton, MO 64735 which is easily accessible to public transit and compliant with the Americans with Disabilities Act.

### **3. Public Comment**

- a. Formal public comment periods are used to solicit comments on major public involvement efforts around an agency service or system change.
- b. Comments are accepted through the following various means:
  - i. Dedicated email address at [cbailey@cityofclintonmo.com](mailto:cbailey@cityofclintonmo.com)
  - ii. Website at [www.clintonmo.com](http://www.clintonmo.com)
  - iii. Regular mail at 105 E Ohio St., Clinton, MO 64735
  - iv. Videotaping which is submitted by USB flash drive
  - v. Phone calls to Customer Service Center at (660) 885-6121

### **4. Response to Public Input**

All public comments are provided to City Council prior to decision making. A publicly available report is compiled, including all individual comments.

### **Title VI Outreach Best Practices**

ATS ensures all outreach strategies, communications and public involvement efforts comply with Title VI. ATS's Public Engagement Plan proactively initiates the public involvement process and makes concerted efforts to involve members of all social, economic, and ethnic groups in the public involvement process. Aligned with the above referenced communication tactics, ATS provides the following:

- a. Public notices published in non-English publications (if available) that serve LEP populations.
- b. Title VI Non-Discrimination Notice to the Public posted at the following locations:
  - a. The agency's website;
  - b. Public areas of the agency's office
  - c. Within transit or paratransit vehicles.
- c. Agency communication materials in languages other than English (subject to Safe Harbor parameters).
- d. Services for Limited English Proficient persons. Upon advance notice, translators may be provided.

Additional Best Practices Include:

- a. The distribution of agency materials and information such as *[list specific examples such as brochures, newsletters, booklets, fliers, outreach and recruitment information, and other materials routinely disseminated to the public]*.
- b. Advertised public announcements through newspapers, fliers, or radio stations.
- c. Partnering with local agencies and community-based organizations such as sheltered workshops, the Clinton Senior Center, Clinton Housing Authority, and the Henry County Library to advertise services provided,
- d. Added public content to agency's webpage to communicate schedule changes and/or outreach activities at [www.clintonmo.com](http://www.clintonmo.com) .
- e. Public Content added to agency's social media to communicate schedule changes and/or outreach activities <https://www.facebook.com/ClintonATS/> .
- f. Comment Forms

## **2024-2026 Title VI Program Public Engagement Process**

ATS will conduct a Public Engagement Process for the 2024-2026 Title VI Program. This process includes Community Meetings to seek input, provide education, and highlight key components of the Title VI Plan. Materials have been created to explain Title VI policies as well as provide education on how they relate to minority populations.

ATS will provide briefings to the City Council and Advisory Bodies.

ATS will conduct a 30-day public comment period to provide opportunities for feedback on the 2024-2026 Title VI Program.

Comments are accepted during the public outreach period via:

- a. Email
- b. Mail
- c. Phone
- d. In person

## **Three-Year Summary of Public Outreach Efforts**

ATS has undertaken the following public outreach efforts within the last three calendar years:

Meetings were held regularly on the 1st and 3rd Tuesdays of each month during the period Listed above at City Hall, 105 E. Ohio St, Clinton, MO. No public comments were received.



## G. Language Assistance Plan

### ATS Limited English Proficiency Plan

This limited English Proficiency (LEP) Plan has been prepared to address ATS's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964; Federal Transit Administration Circular 4702.1B, dated October 1, 2012, which states that the level and quality of transportation service is provided without regard to race, color, or national origin.

Executive Order 13166, titled "Improving Access to Services for Persons with Limited English Proficiency," indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discriminations do not take place. This order applies to all state and local agencies which receive federal funds.

Service Area Description: The service area is limited to areas within the corporate city limits of Clinton, Missouri.

ATS has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to seek meaningful access to services provided by ATS. Meaningful access is language assistance that results in accurate, timely, and effective communication at no cost to the LEP individual. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, and the ways in which assistance may be provided.

In order to prepare this plan, ATS undertook the **four-factor LEP analysis** which considers the following factors:

## Four Factor Analysis

### 1. The number and proportion of LEP persons eligible to be served or likely to be encountered in the service area:

The “Safe Harbor Provision” stipulates a recipient is to provide written translation of vital documents for each eligible Limited English Proficient (LEP) language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population five years of age and older eligible to be served or likely to be affected or encountered.

The U.S. DOT Language Access Plan defines “vital documents” as “paper or electronic written material that contains information that is critical for accessing a component’s programs, services, benefits, or activities; directly and substantially related to public safety; or required by law.” The FTA Circular 4702.1B specifies the Title VI Notice to the Public, Title VI Complaint Procedures, and Title VI Complaint Form are vital documents.

Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

Safe Harbor provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Based on the 2022 5-Year American Community Survey data for Table C16001 for ATS’s service area consisting of areas within the city of Clinton, Missouri, 8,152 persons or 98.28% of the total population five years of age and older of 8,295 speak only English. A total of 56 or 0.68% of the total population speak English “less than very well” – a definition of Limited English Proficiency.

Of the LEP Language group(s) that speak English “less than very well”, Spanish only speakers had the highest population at 39 or 0.47%, other Indo-European languages had the second highest population at 11 or 0.13%, and German or West Germanic languages had the third highest population at 6 or 0.07%. Currently, no LEP language group(s) meet the Safe Harbor threshold. However, efforts will be made to reasonably accommodate any language access requests that arise.

<b>Language Spoken at Home for the Population 5 Years and Over</b>					
Source: 2022: ACS 5-Year Estimates Detailed Table, U.S. Census Bureau, Table C16001					
<b>Population 5 years and over by language spoken at home and ability to speak English</b>	<b>City of Clinton</b>	<b>None</b>	<b>None</b>	<b>Service Area Total</b>	<b>Percentage of Total Population 5 Years and Over</b>
<b>Total Population 5 Years and Over</b>	8,295			8,295	100.00%
<b>Speak Only English</b>	8,152			8,152	98.28%
<b>Total Speak English "less than very well"</b>	56	0	0	56	0.68%
<b>Spanish</b>					
Speak English "less than very well"	39			39	0.47%
<b>French, Haitian, or Cajun</b>					
Speak English "less than very well"	0			0	0.00%
<b>German or other West Germanic languages</b>					
Speak English "less than very well"	6			6	0.07%
<b>Russian, Polish, or other Slavic languages</b>					
Speak English "less than very well"	0			0	0.00%
<b>Other Indo-European languages</b>					
Speak English "less than very well"	11			11	0.13%
<b>Korean</b>					
Speak English "less than very well"	0			0	0.00%
<b>Chinese (incl. Mandarin, Cantonese)</b>					
Speak English "less than very well"	0			0	0.00%
<b>Vietnamese</b>					
Speak English "less than very well"	0			0	0.00%
<b>Tagalog (inc. Filipino)</b>					
Speak English "less than very well"	0			0	0.00%
<b>Other Asian &amp; Pacific Island languages</b>					
Speak English "less than very well"	0			0	0.00%
<b>Arabic</b>					
Speak English "less than very well"	0			0	0.00%
<b>Other and unspecified languages</b>					
Speak English "less than very well"	0			0	0.00%

2. Frequency of Contact by LEP Persons with ATS's Services:

ATS staff reviewed the frequency with which office staff, dispatchers and drivers have, or could have, contact with LEP persons. To date, ATS has, on average, zero requests per month for an interpreter. ATS averages 500 calls for service per month.

<b>LEP Staff Survey Form</b>
ATS is studying the language assistance needs of its riders so that we can better communicate with them if needed.
<ol style="list-style-type: none"> <li>1. How often do you come into contact with passengers who do not speak English or have trouble understanding you when you speak English to them?                  DAILY    WEEKLY    MONTHLY    LESS THAN MONTHLY</li> <li>2. What languages do these passengers speak?</li> <li>3. What languages (other than English) do you understand or speak?</li> <li>4. Would you be willing to serve as a translator when needed?</li> </ol>

<b>Frequency of Contact with LEP Persons</b>	
<b>Frequency</b>	<b>Language Spoken by LEP Persons</b>
Daily	None
Weekly	None
Monthly	None
Less frequently than monthly	None

**Language Assistance Requests Log**

<b><u>Date</u></b>	<b><u>Language Spoken by Individual (If Available)</u></b>	<b><u>Name</u></b>	<b><u>Phone Number or Email (If Available)</u></b>	<b><u>Service(s) Requested</u></b>	<b><u>Staff Member Providing Aid</u></b>	<b><u>Notes and Follow-Up</u></b>

3. The importance of programs, activities or services provided by ATS to LEP persons:

Outreach activities, summarized in ATS's Title VI Public Engagement Plan, include events such as public meetings and/or open houses held at schools, churches, libraries and other non-profit locations, and include specific outreach to LEP persons to gain understanding of the needs of the LEP population, and the manner (if at all) needs are addressed.

## Outside Organization LEP Survey

Organization: \_\_\_\_\_

1. What language assistance needs are encountered?
2. What languages are spoken by persons with language assistance needs?
3. What language assistance efforts are you undertaking to assist persons with language assistance needs?
4. When necessary, can we use these services?

#### 4. The resources available to ATS and overall cost to provide LEP assistance:

Strategies for Engaging Individuals with Limited English Proficiency include:

1. Language line. Upon advance notice, translators can be provided.
2. Language identification flashcards.
3. Written translations of vital documents (identified via safe harbor provision)\*
4. One-on-one assistance through outreach efforts.
5. Website information.
6. To the extent feasible, assign bilingual staff for community events, public hearings and City Council meetings and on the customer service phone lines.

*\*As applicable:* Based on our demographic analysis (Factor 1) ATS has determined that no language group(s) within its service area meet the Safe Harbor threshold requiring written translated “vital documents” by language group(s). Should Factor 1 in the Four Factor analysis indicate in the future that an LEP group reaches the safe harbor threshold, ATS will evaluate its vital documents and provide translations.

ATS will provide assistance and direction to LEP persons upon request.

#### **Overall Costs:**

ATS expects little or no cost in providing LEP assistance associated with the above strategies for engaging individuals with Limited English Proficiency. ATS also anticipates that very little staff time, if any, will need to be devoted to translating documents, contracting with language interpreters, producing materials disseminated to the public or clientele in alternate languages, and other language assistance measures.

## Staff LEP Training

The following training will be provided to ATS staff:

1. Information on ATS 's Title VI Procedures and Title VI responsibilities pertaining to their specific duties.
2. Information on ATS's Language Assistance Plan and LEP Responsibilities.
3. Information on the written and oral language assistance services available, and instructions on how agency staff can access these products and services.
4. Information on how to respond to LEP callers, written communications from LEP persons, how to respond to in-person contact from LEP persons, and how to arrange providing language assistance services.
3. Use of Language Identification Flashcards such as "I Speak" Cards.
4. Documentation of language assistance requests by maintaining a Language Assistance Requests Log

ATS will identify staff that are likely to routinely encounter or have frequent contact with LEP persons, as well as their supervisors and all management staff in order to target training to appropriate staff. ATS will include the LEP training as part of the orientation for new employees. Existing employees, especially those who frequently encounter the public and/or customers, will take part in re-training or new training sessions to keep up to date on their responsibilities to LEP persons on an as-needed basis.

## Monitoring and Updating the LEP Plan

The LEP Plan is a component of ATS's Title VI Plan requirement.

ATS will update the LEP plan as required. The plan will be reviewed and updated on a triennial basis, at minimum, or when it is clear that higher concentrations of LEP individuals are present in the ATS service area. Updates include the following:

1. How the needs of LEP persons have been addressed.
2. Determine the current LEP population in the service area.
3. Determine as to whether the need for, and/or extent of, translation services has changed.
4. Determine whether local language assistance programs have been effective and sufficient to meet the needs.
5. Determine whether ATS's financial resources are sufficient to fund language assistance resources as needed.
6. Determine whether ATS has fully complied with the goals of this LEP Plan.
7. Determine whether complaints have been received concerning ATS's failure to meet the needs of LEP individual.

## H. Advisory Bodies

Option A:

**Table Depicting Membership of Non-Elected Committees, Councils, By Race**

<b>Committee</b>	<b>Caucasian</b>	<b>Latino</b>	<b>African American</b>	<b>Asian American</b>	<b>Native American</b>	<b>Total</b>
						100%
						100%
City Council	87.5%		12.5%			100%

**Description of efforts made to encourage minority participation on committees:**

- Public notices declaring elections and announcing filing requirements are published in the local newspaper and posted at City Hall.

## I. Subrecipient Assistance

### **Subrecipient Assistance**

ATS does not have any subrecipients.



## J. Subrecipient Monitoring

### **Subrecipient Monitoring**

ATS does not have any subrecipients.

## K. Equity Analysis of Facilities

A Title VI equity analysis will be completed when Click or tap here to enter text. constructs facilities, such as storage facilities, maintenance facilities, or operations centers. The term “facilities” does not include bus shelters, transit stations, or power substations. The equity analysis will be conducted during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin.

The equity analysis is conducted to determine whether the location of the project will result in a disparate impact on minority communities on the basis of race, color, or national origin. The Title VI equity analysis will compare the equity impacts of various siting alternatives, and the analysis will occur before the selection of the preferred site.

ATS has not constructed any storage facilities, maintenance facilities, or operations centers in the last three years.

## L. Fixed Route Transit Providers

ATS is not a transit provider that operates fixed route service, or transit provider that operates fifty (50) or more fixed route vehicles in peak service and are in an urbanized size area with a population of 200,000 or more.

Thus, the requirements to set system-wide service standards and policies, collect and report demographic data, monitor transit service, and to evaluate service and fare changes, are not applicable to ATS.

## M. Attachments

### Attachment 1: ATS TITLE VI/ADA COMPLAINT FORM

“No person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

If you feel that you have been discriminated against in the provision of transportation services, please provide the following information to assist us in processing your complaint. Should you require any assistance in completing this form or need information in alternate formats, please let us know.

Please mail or return this form to:

Project Manager  
 Area Transportation Service  
 105 E Ohio St., Clinton, MO 64735  
 cbailey@cityofclintonmo.com

PLEASE PRINT

1. Complainant's Name:		
a. Address:		
b. City:	State:	Zip Code:
c. Telephone (include area code): Home ( ) or Cell ( )		Work
( ) -		( ) -
d. Electronic mail (e-mail) address:		
Do you prefer to be contacted by this e-mail address? ( ) YES ( ) NO		
2. Accessible Format of Form Needed? ( ) YES specify: _____ ( ) NO		
3. Are you filing this complaint on your own behalf? ( ) YES If YES, please go to question 7. ( ) NO If no, please go to question 4		
4. If you answered NO to question 3 above, please provide your name and address.		
a. Name of Person Filing Complaint:		
b. Address:		
c. City:	State:	Zipcode:
d. Telephone (include area code): Home ( ) or Cell ( )		Work
( ) -		( ) -
e. Electronic mail (e-mail) address:		
Do you prefer to be contacted by this e-mail address? ( ) YES ( ) NO		
5. What is your relationship to the person for whom you are filing the complaint?		
6. Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. ( ) YES, I have permission. ( ) NO, I do not have permission.		
7. I believe that the discrimination I experienced was based on (check all that apply):		
( ) Race ( ) Color ( ) National Origin (classes protected by Title VI)		
( ) Disability (class protected by ADA)		
( ) Other (please specify)		

continued

TITLE VI COMPLAINT FORM – PAGE 2

8. Date of Alleged Discrimination (Month, Day, Year):		
9. Where did the Alleged Discrimination take place?		
10. Explain as clearly as possible what happened and why you believe that you were discriminated against. Describe all of the persons that were involved. Include the name and contact information of the person(s) who discriminated against you (if known). <i>Use the back of this form or separate pages if additional space is required.</i>		
11. Please list any and all witnesses' names and phone numbers/contact information. <i>Use the back of this form or separate pages if additional space is required.</i>		
12. What type of corrective action would you like to see taken?		
13. Have you filed a complaint with any other Federal, State, or local agency, or with any Federal or State court? ( ) YES If yes, check all that apply. ( ) NO a. ( ) Federal Agency (List agency's name) b. ( ) Federal Court (Please provide location) c. ( ) State Court d. ( ) State Agency (Specify Agency) e. ( ) County Court (Specify Court and County) f. ( ) Local Agency (Specify Agency)		
14. If YES to question 14 above, please provide information about a contact person at the agency/court where the complaint was filed.		
Name:	Title:	
Agency:	Telephone: ( ) -	
Address:		
City:	State:	Zip Code:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date is required:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you completed Questions 4, 5 and 6, your signature and date is required:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If information is needed in another language, contact ATS Project Manager at 105 E Ohio St., Clinton, MO 64735, or at (660) 885-6121.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS.**

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

**Section 1. Declaration of Policy**

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

**Section 2. Conflicts of Interest**

- a. All elected and appointed officials as well as employees of a political subdivision must comply with section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

**Section 3. Disclosure Reports**

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer, chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

**Section 4. Filing of Reports**

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
  1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
  2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31.
  3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.
- b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**Section 5. Filing of Ordinance**

A certified copy of this ordinance (order/resolution), adopted prior to September 15<sup>th</sup>, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

**Section 6. Effective Date**

This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

BILL NO. 2024-13

Read the first time this \_\_\_\_\_ day of August, 2024.

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

ATTEST:

---

Carla Moberly, Presiding Officer

Ayes-  
Nays-

---

Wendee Seaton, City Clerk

---

Carla Moberly, Mayor





**FIRE**  
**CLINTON, MISSOURI**

301 S. WASHINGTON ST.  
CLINTON, MO 64735  
PHONE: (660) 885-2560  
FAX: (660) 885-3117

---

## Monthly Summary for June, 2024

<b>Total training man hours:</b>	<b>156</b>
<b>Total incident man hours:</b>	<b>234</b>
<b>Apparatus and station maintenance man hours:</b>	<b>346</b>
<b>Fire inspections completed:</b>	<b>13</b>
<b>Burning permits issued:</b>	<b>14</b>
<b>Fire prevention and education programs completed:</b>	<b>2</b>
<b>Total incidents in June, 2024:</b>	<b>104</b>
<b>Total incidents for the year:</b>	<b>581</b>
<b>Total incidents this time last year:</b>	<b>711</b>
<b>Estimated dollar loss for June, 2024:</b>	
	City: \$215,500
	Rural: <u>          </u> \$0
	Total: \$215,500

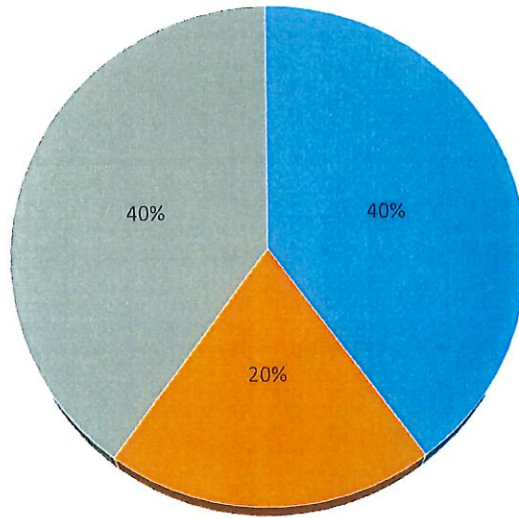


**FIRE**  
**CLINTON, MISSOURI**

301 S. WASHINGTON ST.  
CLINTON, MO 64735  
PHONE: (660) 885-2560  
FAX: (660) 885-3117

**Incident Reports by Incident Type Series, Summary**

**Incident Type:** 1 - Fire

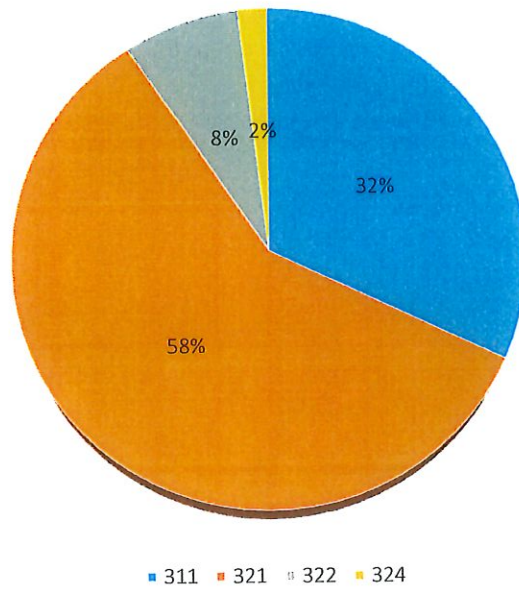


■ 111 ■ 118 ■ 131

111 – Building Fire	2
118 – Trash or rubbish fire, contained	1
131 – Passenger vehicle fire	2

**Total Number of calls for this Major Category: 5**

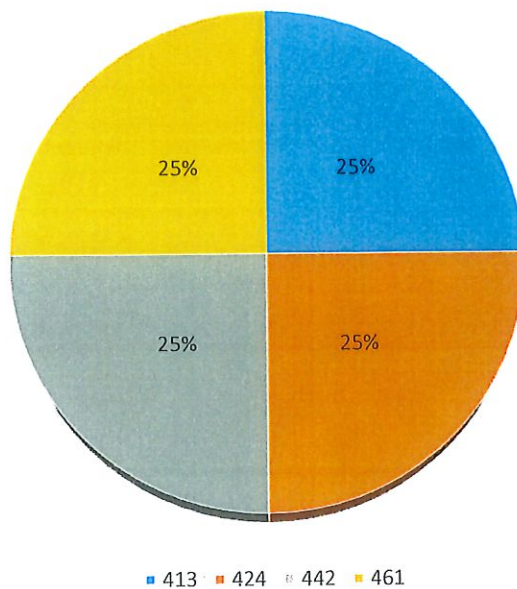
**Incident Type:** 3 - Rescue & Emergency Medical Service Incident



311 - Medical assist, assist EMS crew	17
321 - EMS call, excluding vehicle accident with injury	31
322 - Motor vehicle accident with injuries	4
324 - Motor vehicle accident with no injuries.	4

**Total Number of calls for this Major Category: 56**

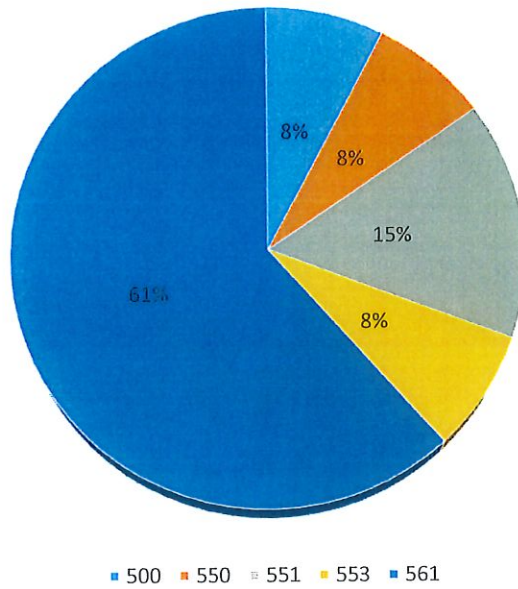
**Incident Type:** 4 – Hazardous Condition (No Fire)



413 – Oil or other combustible liquid spill	1
424 – Carbon monoxide incident	1
442 – Overheated motor	1
461 – Building or structure weakened or collapsed	1

**Total Number of calls for this Major Category: 4**

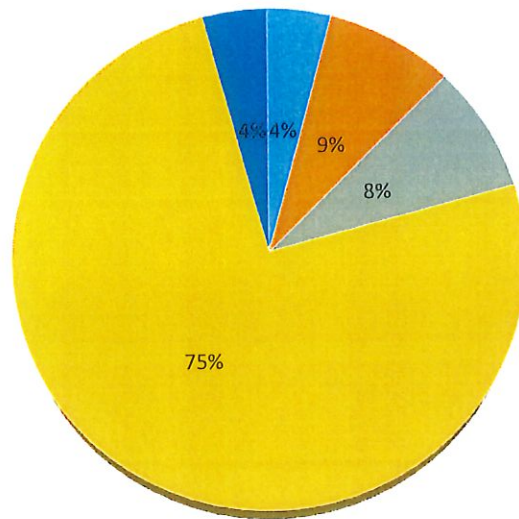
**Incident Type:** 5 – Service Call



500 – Service call, other	1
550 – Public service assistance, other	1
551 – Assist police or other governmental agency	2
553 – Public service	1
561 - Unauthorized burning	7

**Total Number of calls for this Major Category: 12**

**Incident Type:** 6 - Good Intent Call

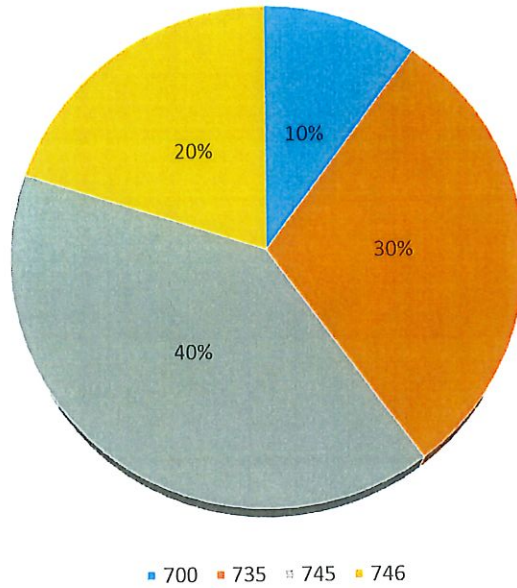


■ 600 ■ 611 ■ 622 ■ 631 ■ 671

600 – Good intent call, other	1
611 – Dispatched & canceled en route	2
622 – No incident found on arrival at dispatch address	2
631 – Authorized controlled burning	18
671 – HazMat release investigation w/no HazMat	1

**Total Number of calls for this Major Category: 24**

**Incident Type:** 7 - False Alarm & False Call



745 - Alarm system activation, no fire - unintentional

3

**Total Number of calls for this Major Category:**

**3**

<b>Total Number of Incidents:</b>	<b>104</b>
<b>Total Number of Incident Types:</b>	<b>22</b>



**FIRE**  
**CLINTON, MISSOURI**

301 S. WASHINGTON ST.  
CLINTON, MO 64735  
PHONE: (660) 885-2560  
FAX: (660) 885-3117

---

## Monthly Summary for July, 2024

<b>Total training man hours:</b>	<b>213</b>
<b>Total incident man hours:</b>	<b>238</b>
<b>Apparatus and station maintenance man hours:</b>	<b>442</b>
<b>Fire inspections completed:</b>	<b>10</b>
<b>Burning permits issued:</b>	<b>5</b>
<b>Fire prevention and education programs completed:</b>	<b>3</b>
<b>Total incidents in July, 2024:</b>	<b>108</b>
<b>Total incidents for the year:</b>	<b>689</b>
<b>Total incidents this time last year:</b>	<b>848</b>
<b>Estimated dollar loss for July, 2024:</b>	
	City: \$2,000
	Rural: <u>          </u> \$0
	Total: \$2,000



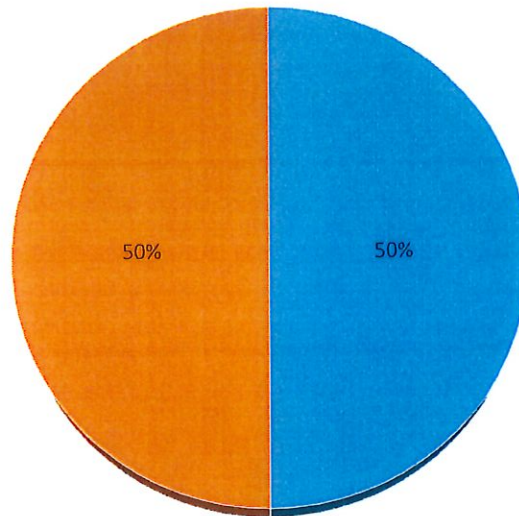


**FIRE**  
**CLINTON, MISSOURI**

301 S. WASHINGTON ST.  
CLINTON, MO 64735  
PHONE: (660) 885-2560  
FAX: (660) 885-3117

**Incident Reports by Incident Type Series, Summary**

**Incident Type:** 1 - Fire

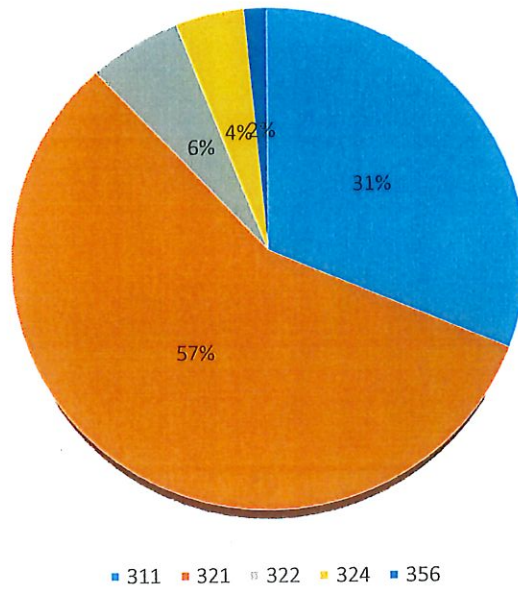


■ 131 ■ 160

131 – Passenger vehicle fire	1
160 – Special outside fire, other	1

**Total Number of calls for this Major Category: 2**

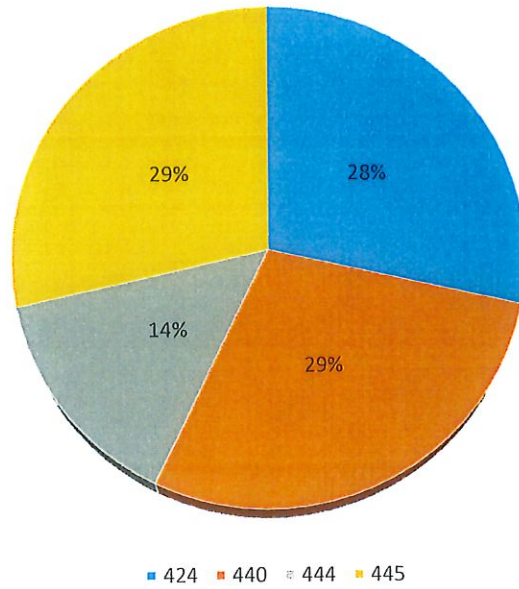
**Incident Type:** 3 - Rescue & Emergency Medical Service Incident



311 - Medical assist, assist EMS crew	21
321 - EMS call, excluding vehicle accident with injury	38
322 - Motor vehicle accident with injuries	4
324 - Motor vehicle accident with no injuries.	3
356 – High-angle rescue	1

**Total Number of calls for this Major Category: 67**

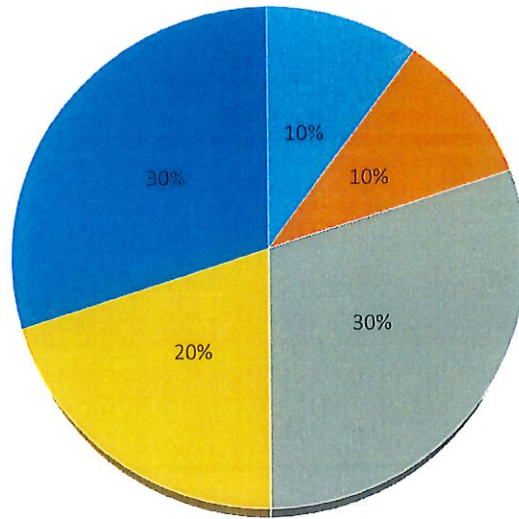
**Incident Type:** 4 – Hazardous Condition (No Fire)



424 – Carbon monoxide incident	2
440 – Electrical wiring/equipment problem, other	2
444 - Power line down	1
445 – Arching, shorted electrical equipment	2

**Total Number of calls for this Major Category: 7**

**Incident Type:** 5 – Service Call

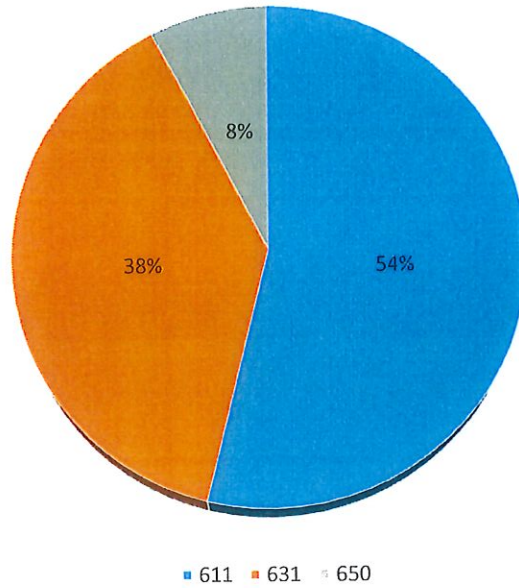


■ 500 ■ 550 ■ 551 ■ 553 ■ 561

500 – Service call, other	1
550 – Public service assistance, other	1
551 – Assist police or other governmental agency	3
553 – Public service	2
561 - Unauthorized burning	3

**Total Number of calls for this Major Category: 10**

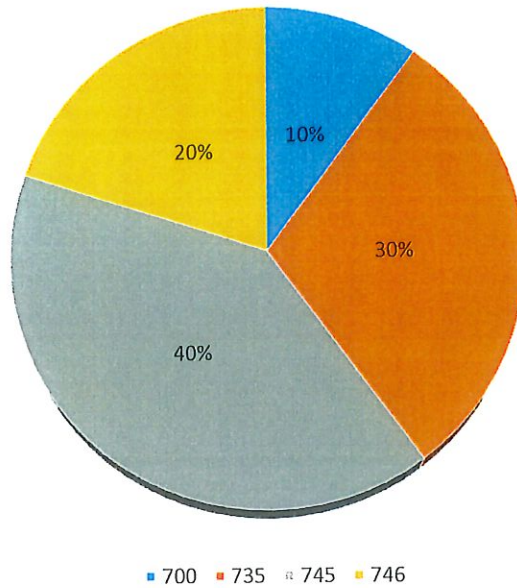
**Incident Type:** 6 - Good Intent Call



611 – Dispatched & canceled en route	7
631 – Authorized controlled burning	5
650 – Steam, other gas mistaken for smoke, other	1

**Total Number of calls for this Major Category: 13**

**Incident Type:** 7 - False Alarm & False Call



700 – False alarm or false call, other	2
731 – Sprinkler activation due to malfunction	1
735 – Alarm system sounded due to malfunction	2
736 – CO detector activation due to malfunction	2
745 - Alarm system activation, no fire - unintentional	2

**Total Number of calls for this Major Category: 9**

<b>Total Number of Incidents:</b>	<b>108</b>
<b>Total Number of Incident Types:</b>	<b>24</b>



## AGENDA

Clinton City Council Open Session Meeting  
City Hall – 105 E. Ohio Street, Clinton, MO 64735  
Wednesday, August 7, 2024 • 5:15 p.m.

1. **Call to Order**
2. **Roll Call**
3. **New Business:**

Fiscal Year 2024/2025 Budget Work Session #3

*Follow-up on questions from previous work sessions. Finalize data and budget, to prepare for first reading at September 5 Council Meeting.*

4. **Adjournment**

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.