



AGENDA

Clinton City Council Regular Meeting
City Hall • 105 E. Ohio Street, Clinton, MO 64735
Tuesday, October 1, 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 September 17, 2024.
5. **Personal Appearances:**
6. **Reports: None.**
7. **Second Reading of Previously Read Bills: None.**
8. **Committee Reports:**
 - a. **Public Works Committee Report:**
 1. **Waste Water:**
 - a. UV Valve: Repair completed.
 - b. Sludge Press: Repair completed. Running on weekends to catch up and get basins emptied.
 - c. Plant Tour: AWR system-wide tour. City officials invited to attend on October 2 at time TBD, with lunch to follow.
 - d. Rotor 3 and 2: New motors installed, but Rotor 3 out of balance due to missing fins. Trying to keep rotors running until used parts are obtained.
 - e. West Digester: The second mixer motor is now out also. East and West motors will arrive in approximately 6 weeks. A 6-inch pump is being used temporarily to mix.
 - f. Weir Repairs: Will require more extensive repairs. Original quote was \$3945. Additional repairs are \$3220. Total of \$7165.
 - g. August Ops Report: Information Only.
 - h. Stoneridge Sewer Connection Project Update:
 - Grant Status: To be formally awarded by Clean Water Commission on Oct. 9
 - Engineering Services: Garver working on cost proposal for Facility Plan. Christy drafting engineering agreement for DNR review and approval.
 - i. USACE Land Transaction Update: USACE has provided est. range for environmental mitigation, \$50,000-\$80,000. When the Scope of Work is finalized, City will advertise for proposals from approved contractor list.



- j. WWTP: Fully executed contracts delivered to Ross. 420-day construction period to start with issuance of Notice to Proceed.
 - k. Head Works and Grit Screen: Garver meeting 9/27 to discuss.
2. Street Department:
- a. Request for Street Closings:
 - CHS Homecoming Parade October 11th: Recommend approval.
 - Scare Fair on the Square (Trunk or Treat) October 26th: Recommend approval.
 - b. 2nd Street Sidewalk Extension-Phase I: Engineer selection process. Determine rating team. Roger House, TJ, and Christy will rate submittals. Will have recommendation at 10/1 Council meeting.
 - c. Safe Streets for All (SS4A) Safety Plan:
 - Report on 9/18 Project Kick-Off Meeting with CJW: CJW to be in Clinton next week to start collecting drone footage.
 - Steering Committee: Consider Recommendations for Appointment by Mayor: Suggestions are welcome.
3. Park & Rec:
- a. ADA Trail at Antioch Park: Bids due 9/30. Will have bids at 10/1 Council meeting.
 - b. Benson Center:
 - Consider cleaning and re-caulk floor joints and apply a diamond coat seal in FY24-25.
 - Will begin work on updating Benson Center rental regulations.
4. 300 S Washington: Request by Randall James and Sam Gibbons to have two parking places in front of building. The street parking at this location is regulated by Clinton Code Sec. 50-404 (b)(5).
5. Bicycles: Talk to PD about enforcement of bicycles on streets and sidewalks
- b. **Public Safety Committee Report:** None.
 - c. **Finance Committee Report:**
 1. Fiber Service at Gerhart Industrial Park
 2. Airport Financing Update.
9. **Mayor's Report**
- a. Mayor's recommendation for the re-appointment of Dan Huey to the Clinton Regional Airport Board with a term expiring August 2027.
10. **City Administrator's Report**



11. **Unfinished Business:**

a. Civista Lease Agreement

Resolution No. 25-2024 - A Resolution of the City Council of Clinton, Missouri approving a Master Equipment Lease/Purchase Agreement and Schedule 650001-01 between Civista Leasing & Finance, a division of Civista Bank ("Lessor") and City of Clinton ("Lessee").

b. Sewer Fees

Bill No. 2024-25 - An ordinance of the City Council of Clinton, Missouri amending Chapter 52, Article II - Sewer Use, of the Clinton Municipal Code concerning sewer charges.

12. **New Business:**

a. Prohibited Parking

Bill No. 2024-24 - An Ordinance amending Section 50-404 regarding prohibited parking of the Code of Ordinances of the City of Clinton, Missouri.

b. Bids for ADA trail at Antioch Park Urban Conservation Area

c. Select Engineering Firm for 2nd Street Sidewalk Extension

13. **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.*

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, September 17, 2024 • 6:16 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, September 17, 2024. Mayor Carla Moberly presided.

1. **Call to Order**

2. **Roll Call:**

Council Persons:

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

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 Paul Abbott

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 September 3, 2024. Council Person Mount duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

5. **Personal Appearances:** None.

6. **Reports:**

- a. Mark Dawson – Economic Development Report: There will be an Economic Development Meeting on September 18, 2024 to discuss the Housing Study and other items. An update was given on the status of current active projects and several that were unable to find space available in Clinton.

7. **Second Reading of Previously Read Bills:**

- a. Pay Plan for FY 2024/2025. Council Person Jackson called for the clerk to give the second reading by title only of Bill NO. 2024-17.

Bill No. 2024-17 - An Ordinance approving the pay plans for the City of Clinton, Missouri for Fiscal Year 2024-2025.

Council Person Jackson made a motion to approve the second reading by title only of Bill No. 2024-17. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones, Gary Mount and Stacia Wilson; 0 Nays; 2 Absent: Shelley Nelson and Greg Shannon. Mayor Carla Moberly declared the motion passed. Ordinance 4164.

- b. Fee Schedule for FY 2024/2025. Council Person Jackson called for the clerk to give the second reading by title only of Bill NO. 2024-18.

Bill No. 2024-18 - An Ordinance of the City Council of Clinton, Missouri to establish fees for city services for Fiscal Year 2024-2025.

Council Minutes September 17, 2024

Council Person Jackson made a motion to approve the second reading by title only of Bill No. 2024-18. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones, Gary Mount and Stacia Wilson; 0 Nays; 2 Absent: Shelley Nelson and Greg Shannon. Mayor Carla Moberly declared the motion passed. Ordinance 4165.

- c. Budget for FY 2024/2025. Council Person Jackson called for the clerk to give the second reading by title only of Bill NO. 2024-19.

Bill No. 2024-19 - An Ordinance approving and adopting a Budget of Anticipated Cash Revenues and Expenses for the various funds and accounts of the City of Clinton, Missouri for the Fiscal Year Ending September 30, 2025 and appropriating the amounts set out for each item of General Operations and Capital Expenditures.

Council Person Jackson made a motion to approve the second reading by title only of Bill No. 2024-19. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones, Gary Mount and Stacia Wilson; 0 Nays; 2 Absent: Shelley Nelson and Greg Shannon. Mayor Carla Moberly declared the motion passed. Ordinance 4166.

8. Committee Reports:

- a. **Public Works Committee Report:** *Council Person Jackson gave the following committee report:*

1. Waste Water:

- a. July Ops Report: Reviewed. For information only.
- b. Wasting Valves: Electrical short was repaired. Auto function now working. For information only.
- c. Sludge Press: Waiting for stator to arrive so repairs can be completed. For information only.
- d. Alliance Water Resources Budget letter and MOA for 10/01/2024 to 09/30/2025: Recommend approval, 2-0.

Resolution No. 22-2024 - A Resolution of the City Council of Clinton, Missouri authorizing a Memorandum of Agreement between the City of Clinton (CITY) and Alliance Water Resources, Inc. (ALLIANCE).

COUNCIL: Council Person Jackson made a motion to approve Resolution No. 22-2024. Council Person House duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

- e. Capital Improvement Plan: Reviewed FY 24-25 plan. Recommend approval. COUNCIL: Council Person Jackson made a motion to approve the Capital Improvement Plan. Council Person House duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.
- f. VFD for WWTP Pump #3: Recommend accept AA Mechanical quote of \$5,501.77. COUNCIL: Council Person Jackson made a motion to approve the quote from AA Mechanical for \$5,501.77. Council Person House duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

2. Community Development:

- a. Monthly Building Report: Reviewed. For information only.

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3. Park & Rec:

- a. Benson Center Event Clean Up: City will retain \$250 deposit. Renter indicated they will pay an additional \$500. Recommend review and update rental policy. COUNCIL: Discussion on the \$5,000 cost for cleanup involved other areas and that the cost for the tournament cleanup was \$3,000. Possibility of insurance coverage. Council Person Jackson made a motion to direct City Staff to review and update our rental policy. Council Person House duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.
- b. Aquatic Center Filter: Repaired and now functioning properly. For information only.
- c. Alarm for Pump Pit at Artesian Pool: Approved installation, \$1725.00. For information only.
- d. 1996 Case Skid Loader: Needs approximately \$6000 in repairs. See Cook proposal for trade-in for 2012 Case Loader, for \$17,000. COUNCIL: Council Person House made a motion to approve the proposal from Cook Tractor to trade-in existing equipment for a newer loader. Council Person Mount duly seconded the motion. 5 Ayes; 0 Nays; 1 Abstain: Cameron Jackson; 2 Absent. Mayor Carla Moberly declared the motion passed
- e. Wagoner North Ballfield: Sewer line problems. Reviewing options. For information only.

4. Street:

- a. Request for *Kids at Play* signs. Recommend refer to Public Safety for comments. COUNCIL: Referred to Public Safety.
 - Craig Street, between Franklin and Highland Drive
 - Arcadia Subdivision.
- b. **Public Safety Committee Report:** *Council Person Jones gave the following committee report:*
Present at meeting: Council Persons Jones and Wilson, Fire Chief Mark Manuel, Deputy Police Chief Paul Abbott
 1. Request for Kids at Play signs: COUNCIL: Council Person Jones made a motion to place signs in these areas. Council Person House duly seconded the motion. Discussion was held on these areas compared to the rest of town. 5 Ayes; 1 Nay; 2 Absent. Mayor Carla Moberly declared the motion passed.
 - Craig Street, between Franklin and Highland Dr.
 - Arcadia Subdivision
 2. Towing Discussion. The Police Department is requesting that towing becomes an annual bid process. COUNCIL: Council Person Jones made a motion to start bidding out towing services. Council Person Mount duly seconded the motion. Discussion was held on what this would entail. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.
- c. **Finance Committee Report:** Council Person Henry gave the following committee report:
Present at meeting: Council Persons Henry and Mount, Mayor Carla Moberly, City Administrator Christy Maggi, City Clerk Wendee Seaton, Economic Director Mark Dawson
 1. Request from Parks Cabinets to modify building exterior at 1748 Gerhart Drive. Council approval is all that is required to approve. Committee recommends approval 3/0. COUNCIL: Council Person Henry made a motion to approve the request by Parks Cabinet to modify their building exterior. Council Person Jones duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

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2. Fiber service to properties in Gerhart Industrial Park. Current services are having issues. Discussion on using ARPA funds to install fiber service into the industrial park. This would be the first of several phases. The Mayor can approve of quotes up to \$10,000. Also discussed some drainage issues that are being investigated. For information only.

9. **Mayor's Report:**

- a. The Downtown Square looks wonderful. There was a complaint about lack of notice.
- b. Thanks from her family to the EMTs who were on the scene with the Mayor's brother.

10. **City Administrator's Report:**

- a. The airport terminal is nearing completion. The flooring and parking lot are finished.
- b. The new street sweeper has arrived and is working well.

11. **Unfinished Business:**

- a. Agreement for Wastewater Treatment Plant Improvements.

Resolution No. 23-2024 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton and David E. Ross Construction Company for Wastewater Treatment Plant Improvements.

Council Person House made a motion to approve Resolution No. 23-2024. Council Person Jones duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

12. **New Business:**

- a. Signage Policy

Resolution No. 24-2024 - A Resolution of the City Council of Clinton, Missouri approving a policy for signage on city property.

Council Person Jackson made a motion to approve Resolution No. 24-2024. Council Person Henry duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

13. **Closed Session:** Council Person Jackson made a motion to adjourn to closed session pursuant to *RSMo. 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.* Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones, Gary Mount and Stacia Wilson; 0 Nays; 2 Absent: Greg Shannon and Shelley Nelson. Mayor Carla Moberly declared the motion passed. At 6:52 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



OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street

Tuesday, September 24, 2024 • 7:00 a.m.

Present:

Members: Roger House, Cameron Jackson, Shelly Nelson

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

Guests: Randall James, Sam Gibbons, Corrine Lesmeister (Mayor of Deepwater)

1. Waste Water:

- a. UV Valve: Repair completed.
- b. Sludge Press: Repair completed. Running on weekends to catch up and get basins emptied.
- c. Plant Tour: AWR system-wide tour. City officials invited to attend on October 2 at time TBD, with lunch to follow.
- d. Rotor 3 and 2: New motors installed, but Rotor 3 out of balance due to missing fins. Trying to keep rotors running until used parts are obtained.
- e. West Digester: The second mixer motor is now out also. East and West motors will arrive in approximately 6 weeks. A 6-inch pump is being used temporarily to mix.
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- h. Stoneridge Sewer Connection Project Update:
 - Grant Status: To be formally awarded by Clean Water Commission on Oct. 9
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- i. USACE Land Transaction Update: USACE has provided est. range for environmental mitigation, \$50,000-\$80,000. When the Scope of Work is finalized, City will advertise for proposals from approved contractor list.
- j. WWTP: Fully executed contracts delivered to Ross. 420-day construction period to start with issuance of Notice to Proceed.
- k. Head Works and Grit Screen: Garver meeting 9/27 to discuss.



2. Street Department:

a. Request for Street Closings:

- CHS Homecoming Parade October 11th: Recommend approval.
- Scare Fair on the Square (Trunk or Treat) October 26th: Recommend approval.

b. 2nd Street Sidewalk Extension-Phase I: Engineer selection process. Determine rating team. Roger House, TJ, and Christy will rate submittals. Will have recommendation at 10/1 Council meeting.

c. Safe Streets for All (SS4A) Safety Plan:

- Report on 9/18 Project Kick-Off Meeting with CJW: CJW to be in Clinton next week to start collecting drone footage.
- Steering Committee: Consider Recommendations for Appointment by Mayor: Suggestions are welcome.

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b. Benson Center:

- Consider cleaning and recaulk floor joints and apply a diamond coat seal in FY24-25.
- Will begin work on updating Benson Center rental regulations.

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5. Bicycles: Talk to PD about enforcement of bicycles on streets and sidewalks.

OUR MISSION

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

Alliance Water Resources, Inc.

206 S. Keene St.
Columbia, MO
65201

(573) 874-8080

OPERATIONS REPORT – CLINTON DIVISION

Aug 2024

Wastewater Treatment Plant Operations & Maintenance

- Recorded 1.99 inches of rain
- An average of 0.62 million gallons of wastewater were treated per day
- Conducted and submitted monthly eDMRs to Missouri DNR
- Removed slide gates going to the oxidation ditches and ordered replacements saving the city \$25K by completing the job in-house
- Elevator at Deer Creek is now operational after replacing the speed sensor
- Repaired the chain link system and tensioner on the grit scraper to restore daily automated cleaning
- Rotor #3 was shaking uncontrollably due to missing fins. It was taken down to prevent premature wear and tear on the new parts. These parts will be transferred to rotor #2.
- Completed the skimmer digester repairs. It is operational after having been out of service for 7 years.
- Enhanced facilities' exteriors by pressure washing buildings and sidewalks and painting guardrails, and walls
- Identified electrical issues with the wasting valves and working with AA Mechanical to pinpoint the problem

Collection System Operations & Maintenance

- Conducted 121 sewer line locates
- Staff completed annual grease line cleaning
- McDonald's owner is upgrading their grease interceptor to properly meet their facility needs which will prevent back-ups in the surrounding area
- All Pro Electric replaced a relay in the automatic transfer switch which did not restore power to the PLC. They recommended replacing the outdated unit.

Other

- This month's safety meeting was held on Aug 28, the topic was Back to School Awareness



OPERATIONS REPORT – CLINTON DIVISION

Budgetary – Contract Year to Date through the end of July 2024

Description	Annual Budget	Actual Year to Date	Actual as % of Budget
Repair Expense	\$56,500	\$60,249	106.6%
Chemical Expense	\$30,000	\$20,862	69.5%

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)	2.5 mg/L	20 mg/L monthly average
TSS % Removal	99%	85%
Biochemical Oxygen Demand (BOD)	1.7 mg/L	20 mg/L monthly average
BOD % Removal	99%	85%
Ammonia	0.30 mg/L	1.8mg/L monthly average
E. Coli (Apr 1 – Oct 31)	2 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—0.62 MGD Total—18.62 MG	Design—2.0 MGD YTD—544.63

Biosolids

	August Total (tons)	2024 Total (tons)
Hauled sludge	40	2844.53

PUBLIC NOTICE



US Army Corps of Engineers
Kansas City District

Project
Issue Date: August 30, 2024
Close Date: September 30, 2024

PROJECT INFORMATION: The United States Corps of Engineers (USACE), in consultation with the City of Clinton, Missouri, the Missouri State Historic Preservation Officer, and The Osage Nation, are preparing a Memorandum of Agreement (MOA) that outlines mitigation activities for adverse impacts to two prehistoric Native American archeological sites on lands around the Clinton water treatment plant at the north end of Harry S. Truman Lake. The 2020 Water Resources Development Act (WRDA) states 180 acres surrounding the plant shall be conveyed from USACE ownership to the City of Clinton. Members of the public are invited to participate in the MOA consultation process, per Section 106 of the National Historic Preservation Act. The period of public comment will end on September 30, 2024.

CONTACT INFORMATION: Additional information about this MOA may be obtained by contacting Dr. Gina Powell, U.S Army Corps of Engineers, Kansas City District, ATTN: Environmental Resources Section, Civil Works Program Branch, 601 East 12th Street, Kansas City, Missouri 64106; by email at gina.s.powell@usace.army.mil; or by phone at (816) 389-2320. Written comments will be accepted by mail and email. All mailed comments to this public notice should be directed to the above address.



City of
Clinton
MISSOURI

STREET CLOSURE REQUEST FORM

- CLOSING THE CLINTON SQUARE
- PARADE
- PLAY STREET

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

Applicant Name: Jennifer Corson, Clinton High School Principal

Phone Number(s): (660) 885-2247 (School), (573) 694-3979 (Cell)

Date of Closure: October 11, 2024 Time of Closure: 1:30 pm (Start of parade)

Organization Requesting Closure: Clinton School District

Event Description: Homecoming 2024 Parade

Description of Area Needing Closure (i.e. street from point A to point B, structures in roadway, staging, Central Business District Square, etc.):

Map included in email

Attach a Map to Show Location of Closure.

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

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

RECOMMENDATIONS:

Chamber of Commerce (if required):  Yes No

Street Department Superintendent: _____ Yes No

Public Works Committee: _____ Yes No

Final Approval Granted by City Council: _____ Yes No

City of Clinton, Missouri

Request for:
(Circle Applicable Request)

Closing the Clinton Square
Parade
Play Street

partially

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

Applicant's Name: Adrienne Nichols for Radford Media Group Contact Number: 660-885-6141

Date/Time for which closure is requested: October 26th 2024 3-8 PM

Organization requesting street closure: Radford Media Group with Guardians of the Children

Description of event: Scare Fair on the Square: Community Trunk or Treat

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

Inside lane of traffic with parking spots on West and South sides of Square

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

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

Chamber of Commerce (If Required)

Jane Cain
Recommendation: Yes No

Street Department Superintendent

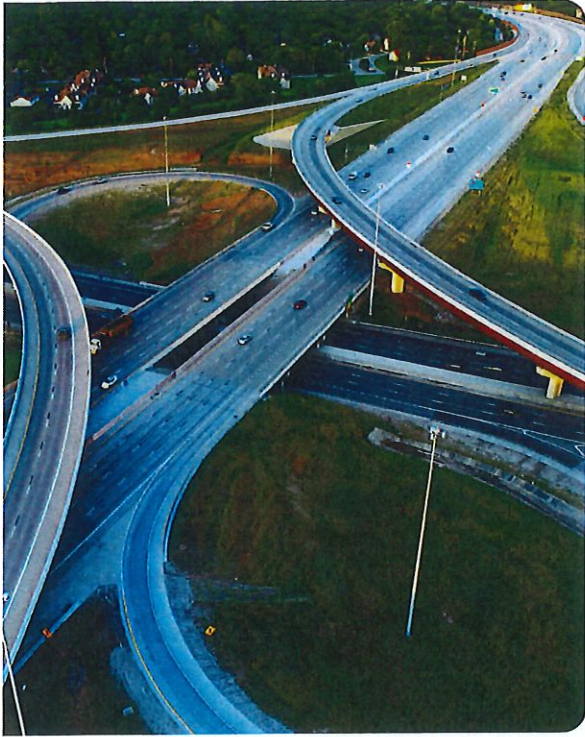
Recommendation: Yes No

Public Works Committee:

Recommendation: Yes No

Final Approval granted by City Council:

Recommendation: Yes No



Creating Remarkable Solutions. Expanding the Possibilities.

Transforming our clients' visions into reality.

GBA is your single-source solution for architecture, engineering and construction (AEC) innovation, from concept through completion. Backed by a team of affiliates, industry-leading experts and advanced technology, we're able to deliver timely AEC solutions to address any project need.

Continuously evolving the improvement of complex environments.

For more than 50 years, GBA has grown its team and service offerings to support clients within complex and highly specialized markets across the United States. We evaluate our clients' needs in order to deliver integrated solutions for architectural, engineering design and construction services. We put an emphasis on the use of innovative AEC technology that puts data-driven solutions in the hands of GBA's experts.

GBA has seen exponential growth since George Butler first launched his consulting engineering firm, with its focus on site development and civil engineering. In the years since, we have continued to strengthen these foundational offerings. In addition, we have also grown through acquisitions and strategic in-house expansions, positioning us to better serve our clients.



Dedicated Markets



Life Sciences

GBA's life sciences group has a history of presenting a market-based approach to our clients where our affiliates work independently or together as a single entity to provide turnkey solutions.

Our capabilities and expertise present an attractive opportunity to clients seeking to streamline project delivery and develop stronger partnerships. As a single-solution provider, GBA offers a range of solutions including feasibility studies, site master planning, detailed engineering, construction, retrofits, commissioning and validation.



Mission Critical

Our mission critical team has decades of experience managing expansions and renovations while maintaining live operations for data center and telecommunication clients. GBA preemptively solves operational challenges by engaging with owners early through project approach and delivery. Through expertise and operational empathy, we work closely with clients to determine the best solution for risk reduction within budget, schedule, and quality expectations. Through our nationwide services, clients receive flexible, scalable support needed to achieve project success.



Water Environment

GBA has decades of experience in guiding public and private clients to solutions ensuring clean, safe and healthy water environments.

Our water environment services are based on informed decisions and proven approaches, as we navigate solutions for natural waterways, new and aging infrastructures and modern facilities. GBA's integrated team of professionals thrives on solving challenges for complex projects, from system master planning through capital project planning/programming/financing, asset management, system design, construction observation, commissioning and final acceptance.



Municipal

GBA has experience in municipal and utility management, engineering, contracting, GIS, technology and data-related services that assist clients with the management of their infrastructure assets. From enterprise asset management plans to the identification of and application for funding programs, we have the expertise and resources to assist municipal clients in preparing for and addressing these challenges.

With access to GBA's range of affiliate companies, we can quickly and seamlessly assemble the comprehensive resources to support any infrastructure management needs.



Transportation Services

CJW's broad background in transportation planning, roadway & intersection design, traffic engineering, traffic operations and traffic safety analysis makes us the perfect choice for your transportation projects.

Our team has successfully completed 1,000s of transportation services for public & private sector clients across SW Missouri and beyond. Our team has 150 years of real-world transportation engineering experience at the federal, state, and local levels. CJW understands the challenges of programming, operating, maintaining & designing transportation investments with real world leadership experience at LPAs, MoDOT and FHWA.

CJW has Professional Traffic Operations Engineers (PTOE) and has built a reputation as the go-to-firm for traffic operations and traffic studies in SW Missouri & beyond. Our team has significant experience in traffic safety & traffic analysis for public/private sector projects. CJW has conducted 100s of traffic studies for local agencies, private developers, regional consulting firms, and SDOTs. Our team is well versed with several traffic modeling packages including Synchro, VISSIM, Highway Capacity Software, and Sidra. We understand the strengths of each software, and therefore can assist our clients in choosing the right product for their application. CJW's traffic safety expertise provides our clients with cost-effective practical designs that deploy proven safety countermeasures to maximize safety benefits for all modes of travel. CJW is highly regarded, with the professional expertise and a client first commitment to successfully deliver a variety of Transportation Services including:

PLANNING

- ▲ Transportation Planning
- ▲ Technical Assistance
- ▲ Transportation Master Plans
- ▲ Transportation Enhancements
- ▲ Traffic Studies & Analysis
- ▲ ITS Architecture
- ▲ Plan Reviews
- ▲ Parking Studies
- ▲ Signal Timing
- ▲ Highway Rail Crossing Studies
- ▲ Road Safety Assessments (RSA)
- ▲ Safe Routes to Schools Studies
- ▲ Pedestrian Safety Action Plans
- ▲ HSM Policy & Applications

CONSTRUCTION

- ▲ Plan Review
- ▲ Estimate of Probable Cost
- ▲ Construction Observation
- ▲ Contract Administration

DESIGN & OPERATIONS

- ▲ Roadway Design
- ▲ Complete Street Design
- ▲ Street & Highway Design
- ▲ Traffic Management
- ▲ ITS Management & Design
- ▲ Parking Lot Design
- ▲ Streetscape Enhancements
- ▲ Road Diets
- ▲ Work Zone Safety
- ▲ Highway Signage
- ▲ Park & Trails
- ▲ ADA/Sidewalk
- ▲ Green Infrastructure
- ▲ Accident Reconstruction & Expert Witness
- ▲ Quantitative Safety Analysis
- ▲ Signalized Intersection
- ▲ Roundabouts
- ▲ Interchanges

Workforce Diversity - (Small Business Status | 50% Women Ownership | 4% Disabled | 8% Veteran)

At CJW we believe workplace diversity begins with leadership that reflects positive role models for all employees. This starts with a transparent recruiting process and continues throughout all aspects of an employee's tenure, from hiring to retirement. By promoting workplace diversity, we strongly believe we can enhance team collaboration, retention, and our team's commitment to delivering quality services.



Construction Phased Services

CJW has provided Construction Phased Services on public/private projects across SW Missouri and beyond. Our team has worked with LPAs, national brands, local developers, MoDOT and tribal nations. CJW's project expertise includes residential, commercial, retail, health care, educational, and public agencies. Our Team has built long-term client relationships by being trusted, experienced and client focused.

CJW's extensive expertise within the construction industry allows us to assist owners in the construction process. Leveraging our experience from all stages of the construction process, we work to partner with owners to provide Construction Administration and on-site representation during the construction process. This gives owners peace of mind that their project is constructed correctly, on-time, and within budget.

CJW's Team has staff members with decades of project management leadership experience with LPAs and MoDOT. These seasoned professionals bring a public agency's perspective to every project acting as an extension of the agency's staff.

CJW's Construction Management Team is highly regarded, with the professional expertise and a client first commitment to successfully deliver a variety of Construction Phased Services including:

- ▲ Pre-Bid Meeting Assistance
- ▲ Estimate of Probable Costs
- ▲ Pre-Construction Meetings
- ▲ Progress Meetings
- ▲ Project Schedule Review & Monitoring
- ▲ Construction Environment Monitoring
- ▲ Review of Shop Drawings
- ▲ Review of Pay Applications
- ▲ Change Order Review & Completion Assistance
- ▲ Construction Staking
- ▲ Field Reports
- ▲ Interpret Plans/Specifications & Discuss Deviations
- ▲ Technical Assistance
- ▲ Quality Control
- ▲ Traffic Control Plan Review
- ▲ Utility Surveys - One Call
- ▲ Utility Coordination
- ▲ Construction Staking
- ▲ Onsite Representation
- ▲ Construction Observation
- ▲ Material Certification Review
- ▲ Punch List Preparation
- ▲ Project Closeout
- ▲ As Built Plan Preparation

Workforce Diversity - (Small Business Status | 50% Women Ownership | 4% Disabled | 8% Veteran)
At CJW we believe workplace diversity begins with leadership that reflects positive role models for all employees. This starts with a transparent recruiting process and continues throughout all aspects of an employee's tenure, from hiring to retirement. By promoting workplace diversity, we strongly believe we can enhance team collaboration, retention, and our team's commitment to delivering quality services.

PURPOSE

WE BRING PEOPLE TOGETHER TO PRACTICE THEIR CRAFT, TO CREATE VALUE, AND TO ACCOMPLISH GREAT THINGS.

FOCUS

ON YOU

For more than nine decades, clients have chosen Wilson & Company to help them move from concept to completion, unused spaces to productive places, underutilized to efficient facilities, and rural and urban challenges to achievable solutions. We focus on your specific needs to deliver the highest quality professional services with lasting Higher Relationships in mind:

Discipline – do it right with attention to details, without exception.

Intensity – do what it takes to meet and exceed your expectations.

Collaboration – work together to bring out the best in the entire team.

Shared ownership – adopt your goals as our own.

Solutions – create outcomes that achieve your goals in a win-win environment.

COMMITMENT TO SAFETY

Wilson & Company's safety culture is built on the premise that all accidents and injuries are preventable. Our Take 2 Safety program promotes individual responsibility and accountability, as well as team participation. We consistently reinforce our safety principles with education and training.

WHAT WE DO



Since 1932
600+ Employees

OFFICE LOCATIONS



Phoenix, AZ | San Bernardino, CA |
Loveland, CO | Denver, CO |
Colorado Springs, CO | Salina, KS |
Kansas City, MO | Omaha, NE |
Albuquerque, NM |
Las Cruces, NM | Rio Rancho, NM |
El Paso, TX | Fort Worth, TX | Houston, TX |
Salt Lake City, UT

WILSON & COMPANY
HIGHER RELATIONSHIPS



WILSON & COMPANY
HIGHER RELATIONSHIPS

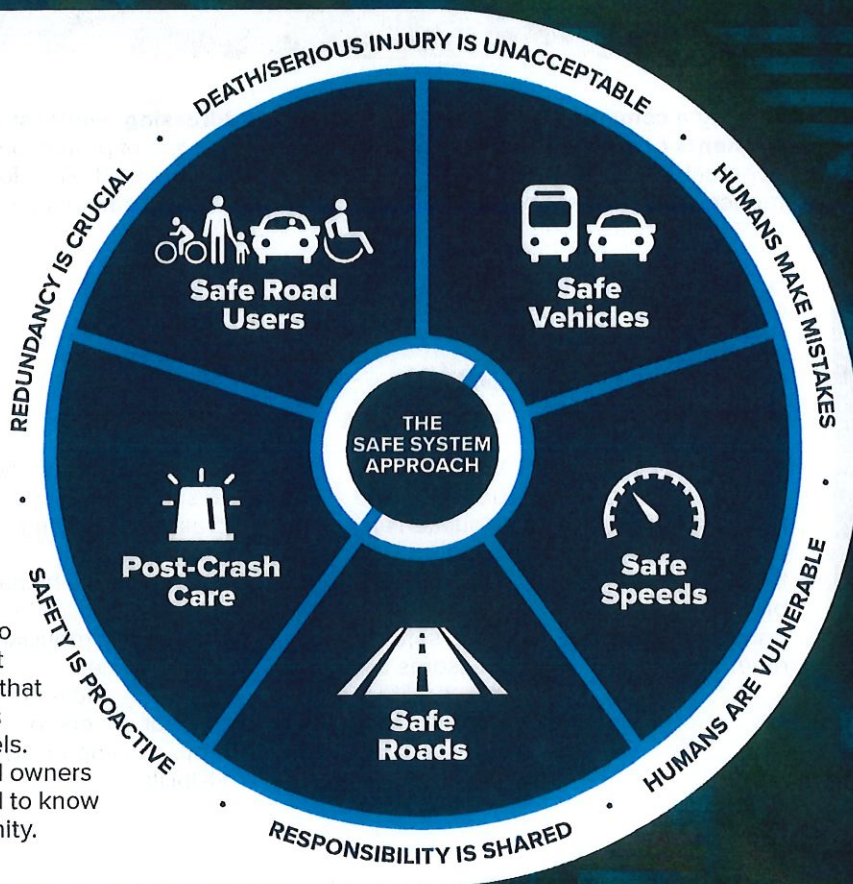
wilsonco.com

THE SAFE SYSTEM

APPROACH

Zero is our goal. A Safe System is how we will get there.

Imagine a world where nobody has to die from vehicle crashes. The Safe System approach aims to eliminate fatal & serious injuries for all road users. It does so through a holistic view of the road system that first anticipates human mistakes and second keeps impact energy on the human body at tolerable levels. Safety is an ethical imperative of the designers and owners of the transportation system. Here's what you need to know to bring the Safe System approach to your community.



SAFE SYSTEM PRINCIPLES



Death/Serious Injury is Unacceptable

While no crashes are desirable, the Safe System approach prioritizes crashes that result in death and serious injuries, since no one should experience either when using the transportation system.



Humans Make Mistakes

People will inevitably make mistakes that can lead to crashes, but the transportation system can be designed and operated to accommodate human mistakes and injury tolerances and avoid death and serious injuries.



Humans Are Vulnerable

People have limits for tolerating crash forces before death and serious injury occurs; therefore, it is critical to design and operate a transportation system that is human-centric and accommodates human vulnerabilities.



Responsibility is Shared

All stakeholders (transportation system users and managers, vehicle manufacturers, etc.) must ensure that crashes don't lead to fatal or serious injuries.



Safety is Proactive

Proactive tools should be used to identify and mitigate latent risks in the transportation system, rather than waiting for crashes to occur and reacting afterwards.



Redundancy is Crucial

Reducing risks requires that all parts of the transportation system are strengthened, so that if one part fails, the other parts still protect people.



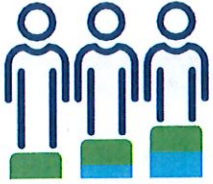
U.S. Department of Transportation
Federal Highway Administration

FHWA-5A-20-015



Safe Roads for a Safer Future
Investment in roadway safety saves lives

Safe Streets and Roads for All Action Plan Components



Equity Considerations

Plan development using inclusive and representative processes. Underserved communities* are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.



Policy and Process Changes

Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.



Strategy and Project Selections

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.



Progress and Transparency

Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

* An underserved community as defined for this NOFO is consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative <https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf> and the Historically Disadvantaged Community designation, which includes U.S. Census tracts identified in this table <https://datahub.transportation.gov/stories/s/tsyd-k6ij>; any Tribal land; or any territory or possession of the United States.



SS4A Steering Committee

1. Local Government Representatives

- City Planning Department
- Public Works Department
- Transportation Department

2. Law Enforcement

- Local police department representatives focused on traffic safety

3. Public Health Officials

- Representatives from local health departments
- Experts in injury prevention

4. Community Organizations

- Nonprofits focused on transportation equity
- Advocacy groups for pedestrians, cyclists, and motorists

5. Business Community Members

- Local business representative
- Chamber of commerce representative

6. Residents

- Diverse community members, including those from underserved populations
- Individuals representing neighborhood associations

7. Education Sector

- Representative from local school district
- Transportation safety educators

8. Transportation Experts

- Traffic engineers & planners
- Consultants with experience in road safety

9. Emergency Services

- Fire department representatives
- Emergency medical services (EMS) personnel



REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Monday, September 30, 2024 at 10:00 AM

The City of Clinton, Missouri, is inviting bids from qualified vendors for the following project:

Urban Conservation Trail – ADA Compliant Concrete Trail

Statement of Intent

The City of Clinton (City) is soliciting bids to construct a 375' x 6' x 4" concrete trail, with an optional 375' x 6' x 4" segment. The location of the project is Antioch Hills Park, N. Gaines Drive, Clinton MO.

Scope of Work

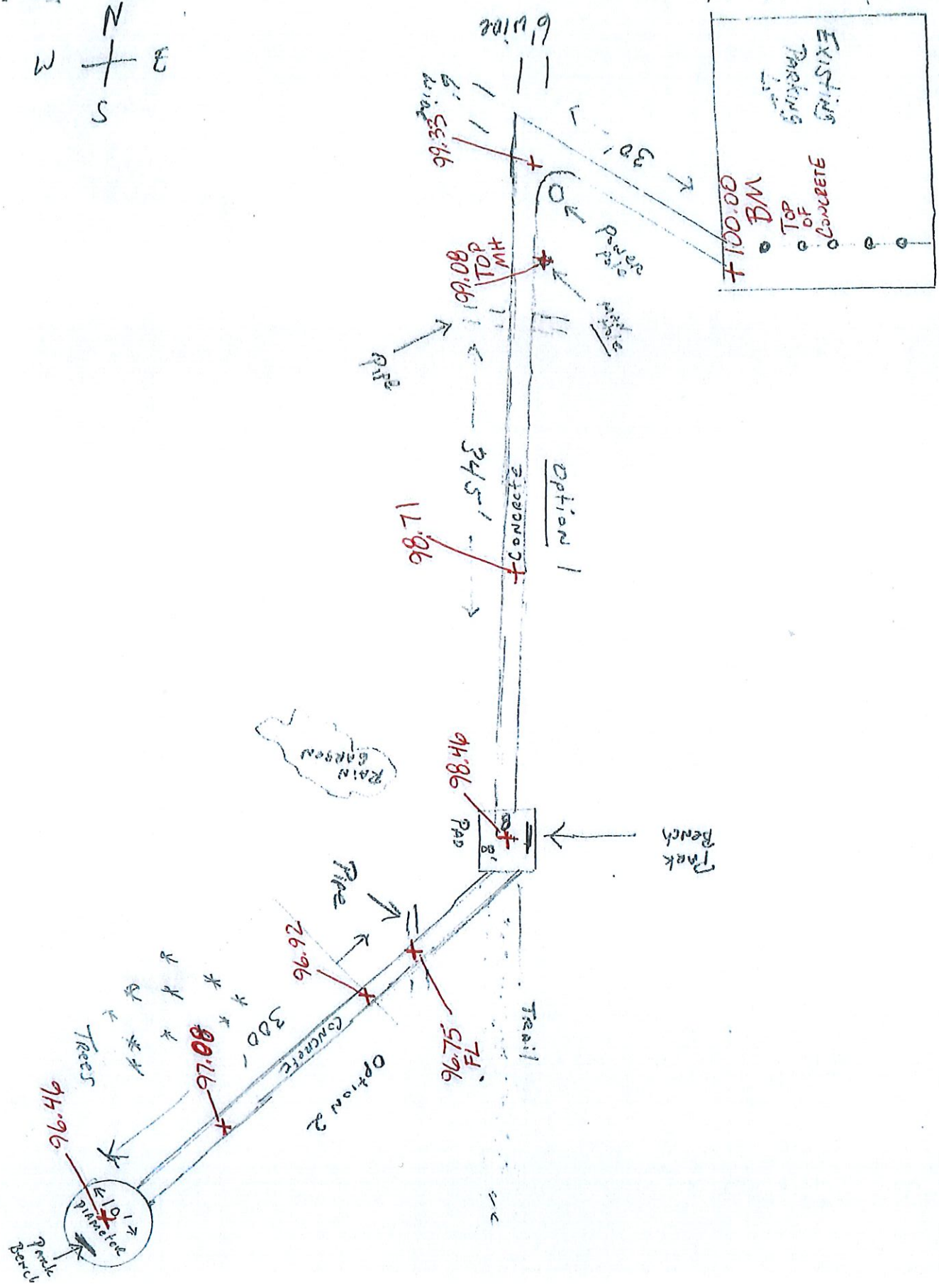
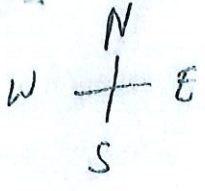
Base Bid

- 375' x 6' x 4" concrete sidewalk (see diagram – Attachment A)
- All construction to be ADA compliant
- 8' x 8' x 4" pad at end of trail, with park bench to be installed on eastside of pad (bench provided)
- 4" minimum of base rock
- ½" rebar on 2' center
- Provide and install 10' x 8" pipe at water crossing locations identified on diagram
- Haul off extra dirt and rock
- Pin new sidewalk to existing parking lot

Add Alt. Bid

- 300' x 6' x 4" concrete sidewalk (see diagram – Attachment A)
- All construction to be ADA compliant
- Connects to 8' x 8' x 4" pad at end of trail in Base Bid
- 4" minimum of base rock
- ½" rebar on 2' center
- Provide and install 10' x 8" pipe at water crossing locations identified on diagram
- Haul off extra dirt and rock
- 10' x 4" diameter circle pad at end of 300' walk, with park bench to be installed (bench provided)

ATTACHMENT A



Sec. 50-404. Prohibited stopping, standing or parking areas enumerated.

- (a) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer, or official traffic-control device, no person shall stop, stand or park a vehicle:
- (1) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (2) On a sidewalk;
 - (3) Within an intersection;
 - (4) On a crosswalk;
 - (5) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the director of public works indicates a different length by signs or markings;
 - (6) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - (7) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - (8) On any railroad tracks; or
 - (9) At any place where official signs prohibit stopping.
- (b) No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
- (1) In front of a public or private driveway;
 - (2) Within 15 feet of a fire hydrant;
 - (3) Within 20 feet of a crosswalk at an intersection;
 - (4) Within 30 feet upon the approach to any flashing signal, stop sign or traffic-control signal located at the side of a roadway;
 - (5) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance (when properly signposted); or
 - (6) At any place where official signs prohibit standing.
- (c) No person shall park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:
- (1) Within 50 feet of the nearest rail of a railroad crossing; or
 - (2) At any place where official signs prohibit parking.
- (d) No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such a distance as is unlawful.

(Code 1975, § 360.010; Code 1984, § 28-246)

State law reference(s)—Similar provisions, RSMo 300.340.



City of
Clinton
MISSOURI

PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA

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

Tuesday, October 1, 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: _____

NO MEETING



City of
Clinton
MISSOURI

FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, October 1, 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. Fiber Service at Gerhart Industrial Park
2. Airport Financing Update.

X marks the location where fiber currently stops today.

Red line would be extension to feed parks Cabinets. This is roughly 700'.

Yellow line would be extension to pickup Parks Cabinets, Transcontinental, Lot 1, and lot 12. This is roughly 1752'.

Orange line Would be extension to feed Parks Cabinets, Transcontinental, lot 1, lot 12, Lot 3, lot 4, lot 7, and lot 8.



Phase 1 \$9,387

Phases 1-2 \$23,495

Phase 1-3 \$336,850

Cerhart Dr
Cerhart Dr
© 2024 Airbus

2P

4P

4P

NW 160 Rd



13283 Foster St
 Suite 420
 Overland Park, KS 66211
 TEL 913 696-9756
 www.GarverUSA.com

Construction Contract Change Order

Project: GLY Terminal Clinton, Missouri 64735 23A15101	Change Order No. 1 Date Prepared: August 14, 2024 Prepared by: Brett R. Holt, PE Contractor: Westport Construction Company 1006 Clark St Clinton, Missouri 64735
Owner: City of Clinton, Missouri 105 E. Ohio Street Clinton, Missouri 64735	

Description of Work Included in Contract
 scope of work, paraphrased

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A. Reconcile field quantities
 B. Soil morphology testing completed by Contractor indicated that a conventional septic system would not be suitable due to a clay hardpan found beneath grade and a drip system would be required.
 C. Asphalt pavement along the airport entrance road has severe cracking at the location of the southern tie in to the parking lot and needs to be repaired in order to tie in the parking lot drive.
 D. Approved MoDOT Plant Mix Bituminous Pavement in lieu of asphaltic concrete mix for parking lot pavement resulting in unit cost reduction.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
B	1.7	Septic System	LS	1	\$22,400.00	1	\$43,082.00	\$22,400.00	\$43,082.00
A	1.15	Unsuitable Excavation	CY	100	\$168.00	23	\$168.00	\$16,800.00	\$3,864.00
C	1.26	Full Depth Asphalt Pavement Repair	SY	0	\$0.00	7	\$168.00	\$0.00	\$1,176.00
D	1.4	Asphaltic Concrete Mixture PG 64-22 (SP125C Mix)	TON	309	\$280.00	309	\$272.00	\$86,520.00	\$84,048.00
Summation of Cost								\$125,720.00	\$132,170.00
Not Cost for this Change Order									\$6,450.00

Estimated Project Cost Original Contract Amount \$1,700,659.84 This Change Order \$6,450.00 New Contract Amount \$1,707,109.84	Time Change Original Contract Start Date December 8, 2023 Original Contract Time (calendar days) 276 Additional Calendar Days granted by this Change Order 0 New Contract Time (calendar days) 276 Suspended Time 70 New Construction Completion Date November 18, 2024
--	--

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver	 _____ Engineer's Signature	Project Manager _____ Title	09/20/2024 _____ Date
ACCEPTED BY CONTRACTOR	 _____ Contractor's Signature	VP _____ Title	8/15/24 _____ Date
APPROVED BY OWNER	_____ Owner's Signature	_____ Title	_____ 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: Dan Huey Ward: 1 2 3 4

Street Address: 1000 Shadow Hill Rd Zip Code: 64735

Home/Cell Phone: 660-924-4216 Home Fax: 660-885-3834

Business/Cell Phone: _____ Business Fax: _____

E-mail Address: n4375v@charter.net

Are you related to any City of Clinton elected officials? If yes, tell us who they are and how they are related. No, none that I know of.

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

Home Business Either (please check one)

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

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

Please briefly describe why you would like to be appointed to serve the community.
Served on this board before.

Dan Huey
Signature

Sept 20, 2024
Date

(For office use only)

Date Received: _____

Date Distributed: _____

Distributed To: _____

Date Appointed: _____

Term Expires: _____

Notification Letter Mailed: _____

Date Entered Into Database: _____

09/2020

RESOLUTION NO. 25-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SCHEDULE 650001-01 BETWEEN CIVISTA LEASING & FINANCE, A DIVISION OF CIVISTA BANK ("LESSOR") AND CITY OF CLINTON ("LESSEE").

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

1. Determination of Need. The City Council of the City of Clinton, Missouri, has determined that a true and very real need exists for the acquisition of the Equipment described under the Schedule to the Master Agreement dated as of 9/6/2024 between the City of Clinton and Lessor.
2. Approval and Authorization. The City Council of the City of Clinton, Missouri has determined that the Master Agreement and Schedule thereto (collectively, "Agreements"), substantially in the form presented to this meeting, is in the best interests of the City of Clinton for the acquisition of such Equipment, and the City Council hereby approves the entering into of the Agreements by the City of Clinton and hereby designates and authorizes the following person(s) to execute and deliver the Agreements on City of Clinton's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, necessary to the consummation of the transaction contemplated by the Agreements. The Mayor of the City of Clinton, Missouri is hereby authorized to sign the agreement.
3. Adoption of Resolution. The signatures below from the designated individuals from the City Council of the City of Clinton, Missouri evidence the adoption by the City Council of this Resolution.

Read and passed this _____ day of _____, 2024.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk



MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT # 6500

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT (the "Agreement") is dated as of September 6, 2024 and entered into between Civista Leasing & Finance, a division of Civista Bank ("Lessor") and City of Clinton.

RECITALS

- A. Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement.
- B. Lessee is authorized under the Constitution and laws of the State of Missouri (the "State") to enter into this Agreement for the purposes and subject to the conditions set forth herein.
- C. This Agreement shall be implemented through one or more series of Acceptance Certificates, Schedules of Payments, Escrow Agreements (in transactions funded by escrow) and related documents with each series of the foregoing constituting a single transaction subject to and entered into pursuant to this Agreement.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

Section 1.01 Lessee represents, covenants and warrants to Lessor as follows:

- (a) Lessee is a state or political subdivision within the meaning of Section 103(c) of the internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (c) The execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement. Lessee further represents, covenants and warrants that all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder.
- (e) Lessee shall cause to be executed and delivered to Lessor, an opinion of its counsel and an incumbency certificate in form and substance satisfactory to Lessor.
- (f) Lessee has an immediate need for, and expects to make immediate use of all of the Equipment, which need is not temporary or expected to diminish during the term of this Agreement.
- (g) The execution, delivery and performance of this Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound.
- (h) There are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder.
- (i) The Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity. Lessee shall deliver to Lessor, an Essential Use Letter in substantially the form attached hereto.
- (j) The Equipment is, and shall remain during the Term of this Agreement, personal property.

- (k) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.
- (l) Lessee has never non-appropriated funds under a similar master equipment lease or other similar agreement.

ARTICLE II
DEFINITIONS: IMPLEMENTATION

Section 2.01 The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acceptance Certificate” is the document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment by Lessee on the date thereof.

“Agreement” means this Master Equipment Lease/Purchase Agreement including the documents attached hereto.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” is the date when Lessee delivers an executed Acceptance Certificate to Lessor or the date when Lessor deposits the anticipated acquisition price of the Equipment in an escrow fund (if an Escrow Agreement is used in that transaction), whichever occurs first.

“Equipment” means the personal property consisting of equipment described in a Schedule, Equipment List, Essential Use Letter and one or more Acceptance Certificates executed by Lessee and delivered to Lessor, or to be executed and delivered, pursuant hereto, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof.

“Escrow Agreement” means an escrow agreement delivered pursuant to Section 2.02 hereof.

“Purchase Price” shall mean the amount which Lessee can pay to Lessor to acquire the Equipment outright on a Rental Payment due date, as set forth on the Schedule of Payments contained in the Schedule executed by Lessee and applicable to such Equipment.

“Rental Payments” means the basic payments payable by Lessee pursuant to the provisions of this Agreement during the Term which are payable in consideration of Lessor permitting the Lessee to use the Equipment. Rental payments shall be payable by Lessee to Lessor in the amounts and at the times during the Term set forth in the Schedule of Payments.

“Schedule” means any Schedule executed with reference to this Agreement, in which shall be set forth: (a) the Equipment subject of that transaction, and (b) the terms and provisions of Lessee’s payment obligation with respect to the Equipment in the “Schedule of Payments” contained therein.

“Schedule of Payments” means the specific terms and provisions of Lessee’s payment obligation with respect to the Equipment subject of a Schedule, and which shall include an amortization table showing the principal and interest component of each payment.

“Term” means the term provided for in Section 3.01 hereof.

“Vendor” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or will purchase the Equipment.

Section 2.02 Implementation of Transactions.

- (a) Escrow Funded Transactions. Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (i) a Schedule containing the payment schedule and Equipment description executed in connection herewith; (ii) an Escrow Agreement; and (iii) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto.
- (b) Non Escrow Funded Transactions. Transactions entered into hereunder under transactions without Escrow funding shall be implemented by Lessee executing and delivering to Lessor: (i) a Schedules containing the payment schedule and Equipment description executed in connection herewith; and (ii) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto, and shall constitute Lessee’s direction to Lessor to pay the Vendor the amount of the Purchase Price of the Equipment.

Section 2.03 General. Each transaction implemented and entered into hereunder under each Schedule executed in connection herewith shall be deemed to be a separate and distinct legal and binding obligation of Lessee with this Agreement being applicable thereto independent of additional transactions which may be entered into by Lessor and Lessee hereunder.

ARTICLE III
TERM

- Section 3.01 Term of Agreement. This Agreement and each Schedule (and Escrow Agreement, if applicable) shall be effective as of the date of execution hereof and shall remain in effect until Lessee has paid all Rental Payments and other amounts due hereunder and under each Schedule executed in connection with this Agreement, subject to Section 3.02 below.
- Section 3.02 Termination of Term. The Term of any Schedule executed in connection herewith will terminate upon the earliest of any of the following events:
- (a) the non-appropriation of funds and termination of that Schedule executed in connection with this Agreement pursuant to Section 5.06;
 - (b) the exercise by Lessee of the option to purchase the Equipment subject of that Schedule under the provisions of Article VIII or X of this Agreement;
 - (c) a default by Lessee and Lessor's election to terminate a Schedule executed in connection with this Agreement under Article XII; or
 - (d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) executed in connection herewith.

ARTICLE IV
ENJOYMENT OF EQUIPMENT

- Section 4.01 So long as Lessee is not in default hereunder or under the terms of any Schedule (and Escrow Agreement if escrow funded transaction), as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peaceably and quietly have, hold, possess, use and enjoy the Equipment without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V
RENTAL PAYMENTS

- Section 5.01 Rental Payments Not to Constitute a Full Faith and Credit Obligation of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) constitutes a current expense of Lessee and not a debt in contravention of constitutional or statutory limitation nor a pledge of the full faith and credit or the general tax revenues, funds or monies of Lessee.
- Section 5.02 Payment of Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth on the execution page hereof in the amounts and on the dates set forth in the Schedule of Payments.
- Section 5.03 Interest and Principal Components. As set forth on the Schedule of Payments, a portion of each Rental Payment is paid as, and represents payment of, interest and the balance is paid as, and represents payment of, principal.
- Section 5.04 Rental Payments to be Unconditional. Subject to the limitations of Section 5.06 hereof, the obligation of Lessee to make payment of the Rental Payments required under this Article V and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) and to perform and observe the other covenants and agreements contained herein and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, or any defects, breakdowns or malfunctions in the Equipment, Lessee shall pay all Rental Payments when due and shall not withhold any Rental Payments or assert any right of set-off or counterclaim against its obligation to make any payments under this Agreement. Lessee's obligation to make Rental Payments shall not be abated through accident or unforeseen circumstances.
- Section 5.05 Continuation of Term by Lessee. Lessee intends, subject to the provisions of Section 5.06, to pay all Rental Payments hereunder and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) and reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Term will be available. Lessee further intends, and hereby covenants, to do all things lawfully within its power to obtain and maintain funds from which all Rental Payments and payments for all necessary insurance and maintenance on the Equipment may be made, including making provision in each budget submitted and adopted in accordance with law, to use its bona fide best effort to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.
- Section 5.06 Nonappropriation. In the event that during any fiscal year of Lessee sufficient funds are not appropriated for the payment of all Rental Payments due under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) required to be paid during Lessee's next succeeding fiscal year and Lessee provides notice of Nonappropriation under Section 3.02 hereof with respect to such Schedule, the Lessee may terminate this Agreement as of the end of its then current fiscal year and shall not be obligated to pay the Rental Payments due under the terms of any Schedule (and Escrow Agreement if

escrow funded transaction) beyond such fiscal year. Lessee agrees to give Lessor written notice of such termination at least sixty (60) days prior to the end of the then current fiscal year. If any Schedule executed in connection with this Agreement is terminated under this section 5.06, Lessee agrees peaceably to deliver the Equipment to Lessor, at any location as designated by Lessor, at Lessee's sole cost and expense and in the condition required by Section 7.01 hereof, together with such documents and assurances as Lessor may reasonably request.

ARTICLE VI
TITLE TO EQUIPMENT: SECURITY INTEREST

- Section 6.01 Title to the Equipment. During the Term of this Agreement, title to the Equipment shall rest in Lessee subject to the rights of Lessor under this Agreement, immediately upon the occurrence of an event of default by Lessee hereunder or the termination of this Agreement under Section 3.02(a) or (c), title to the Equipment shall revert to Lessor, free and clear of any right, title or interest of Lessee, without the necessity of any further action by the parties. In the event that title reverts to Lessor as described above, Lessee will reasonably surrender possession of the Equipment to Lessor in the manner and condition set forth in Section 5.06.
- Section 6.02 Security Interest. To secure all obligations of Lessee hereunder, Lessee hereby grants to Lessor a security interest in and to all of Lessee's right, title and interest in and to the Equipment including substitutions and replacements thereof or thereto, and all proceeds (cash and non-cash), including the proceeds of insurance. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, or Lessor deems necessary or appropriate to give notice of Lessor's security interest in the Equipment and, upon assignment, the interest of any assignee of Lessor in the Equipment. In the case of escrow funded transactions, as further security Lessee hereby grants to Lessor, a first priority security interest in the cash and negotiable instruments from time to time comprising the Escrow Fund (as such term is defined in that certain Escrow Agreement by and among Lessor, Lessee and the financial institution acting as escrow agent dated as of the date hereof) and all proceeds (cash and non-cash) thereof. Lessee further agrees that with respect to the Equipment and if applicable, the Escrow Fund, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State.
- Section 6.03 Personal Property. The Equipment is, and shall at all times remain, personal property.
- Section 6.04 Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein except in favor of Lessor.

ARTICLE VII
MAINTENANCE: TAXES:
INSURANCE: MODIFICATIONS: LOCATIONS:

- Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Term, Lessee will, at its own cost and expense, preserve and keep the Equipment in good repair, working order and condition. Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.
- Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay during the Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or thereon, as well as all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. With respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.
- Section 7.03 Insurance. Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained with respect to the Equipment to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall, at Lessor's request, furnish to Lessor certificates evidencing such coverage throughout the Term. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor.

All insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insured, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or lender loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such

policy or policies. The Net Proceeds (as defined in Section 8.01) of the insurance required in this Section 7.03 shall be applied as provided in Section 8.01 and 8.02 hereof.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefore or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at the rate of 15% per annum.

Section 7.04 Location of Equipment. Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change of that location.

Section 7.05 Modifications. Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment, at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

ARTICLE VIII
DAMAGE: DESTRUCTION AND CONDEMNATION:
USE OF NET PROCEEDS

Section 8.01 Damage, Destruction and Condemnation. If prior to the termination of the Term of any Schedule (a) the Equipment subject of that Schedule or any portion thereof is destroyed (in whole or part) or damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment subject of that Schedule or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, provided the Equipment is not deemed a total loss, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair or restoration of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. In the event of total destruction of or damage to the Equipment subject of that Schedule, Lessor and Lessee shall cause the Net Proceeds to be paid to Lessor for application against the Purchase Price of the Equipment subject of that Schedule, applicable for the next succeeding Rental Payment due plus a pro rata allocation of interest, at the rate utilized to establish the Rental Payments, from the due date of the immediately preceding Rental Payment until the date of the payment.

For purposes of Section 7.03 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Section 8.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration or the Purchase Price of the Equipment subject of that Schedule, referred to in Section 8.01 hereof, Lessee shall, as applicable, either (a) complete the work and pay any cost in excess of the amount of the Net Proceeds (Lessee agrees that, if by reason of such insufficiency of the Net Proceeds, Lessee shall incur expenses pursuant hereto, it shall not be entitled to any reimbursement thereof from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article V hereof); or (b) pay to Lessor the excess of the sum of the then applicable Purchase Price and pro rata allocation of interest over the Net Proceeds (which shall be retained by Lessor) and, upon such payment, the Term shall terminate and title to the Equipment shall be conveyed by Lessor to Lessee as provided in Article X of this Agreement.

ARTICLE IX
DISCLAIMER OF WARRANTIES: VENDOR'S WARRANTIES:
USE OF THE EQUIPMENT

Section 9.01 Disclaimer of Warranties. (a) LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS, AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of the Equipment.

(b) Execution of an Acceptance Certificate shall constitute acknowledgement by [and as to (i) and (ii), a representative of] Lessee that: (i) the equipment is of a size, and design, capacity and manufacture selected by Lessee; (ii) Lessee is satisfied that the Equipment is suitable for its purpose; (iii) Lessor has represented that it is not a vendor or a manufacturer or dealer in property of such kind; and (iv) Lessor has disclaimed any representation or warranty or covenant as set forth in Section 9.01 (a) above.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, for the purpose of asserting from time to time whatever claims and rights which

Lessor may have against the Vendor, including warranty claims with respect to the Equipment, but for no other purpose whatever. Lessee's sole remedy for the breach of a warranty shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matters have any effect whatsoever on this Agreement, including Lessee's obligation to make timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes and has made, no representations or warranties whatsoever as to the existence or availability of such warranties from the Vendor of the Equipment.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulations or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment.

ARTICLE X CONSUMMATION OF PURCHASE

Section 10.01 Consummation of Purchase. At the request of Lessee, Lessor's interest in the Equipment will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate with respect to any Schedule executed in connection herewith:

- (a) at the end of the term, upon payment in full of all Rental Payments due hereunder and under the terms of all Schedules (and Escrow Agreements if escrow funded transaction) executed in connection herewith, and all other sums required to be paid hereunder and under the terms of all Schedules executed in connection herewith; or
- (b) on any Rental Payment due date, upon payment by Purchaser of the then applicable Purchase Price as set forth in the Schedule of Payments under the terms of the applicable Schedules (and Escrow Agreements if escrow funded transaction) executed in connection herewith and all other sums required to be paid thereunder.

Upon the occurrence of either of the above, Lessor shall deliver to Lessee a confirmatory Bill of Sale transferring permanently its full remaining right, title and interest in the Equipment to Lessee free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and warranty of further assurances, but without other warranties.

ARTICLE XI ASSIGNMENT; SUBLEASING; INDEMNIFICATION MORTGAGING AND SELLING

Section 11.01 Assignment by Lessor. This Agreement and any Schedules executed in connection herewith, Lessor's interest in the Equipment subject of any Schedules executed in connection herewith, and right of Lessor to receive payments hereunder and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction)s executed in connection herewith, may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor at any time without the necessity of obtaining the consent of Lessee. Upon receipt of a notice that Lessor has assigned its interests hereunder, Lessee agrees to make all payment to the assignee designated in the assignment, and shall, if so requested, acknowledge the assignment in writing, but such acknowledgement shall in no way be deemed necessary to make the assignment effective. Lessee agrees to establish and maintain a book-entry record of ownership of this Agreement. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interest in the Equipment and in this Agreement.

Section 11.02 Assignment and Subleasing by Lessee. The Lessee's interest in this agreement, any Schedule (and Escrow Agreement if escrow funded transaction) executed in connection herewith and the interest of Lessee in the Equipment may not be sold, leased, pledged, assigned or otherwise encumbered by Lessee for any reason without the express prior written consent of Lessor.

Section 11.03 Release and Indemnification Covenants. Lessee shall, to the extent permitted by applicable law, indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the Equipment, including the ownership of any item of the Equipment, the ordering, acquisition, manufacture, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death of any person, unless the source shall have been caused by the gross negligence or willful misconduct of Lessor, its officers, employees or agents. The indemnification obligation arising hereunder shall continue in full force and effect notwithstanding the full payment of any obligations under this agreement or termination of the Term for any reason.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.01 Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder or under the terms of all Schedules (and Escrow Agreements if escrow funded transaction) executed in connection herewith at the time and manner specified herein; or
- (b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder or under the terms of all Schedules (and any Escrow Agreements if escrow funded transaction) executed in connection herewith; or
- (c) Any certificate, statement, representation, warranty or audit contained herein or heretofore furnished with respect hereto or under the terms of all Schedules (and any Escrow Agreement if escrow funded transaction) executed in connection herewith by or on behalf of Lessee proving to have been false in any material respect at the time as of which facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or
- (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws, the filing by Lessee of an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding, or the failure to file an answer to such petition within forty-five (45) days from the filing thereof.

Section 12.02 Remedies on Default. Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare an amount equal to the then applicable Purchase Price under the terms of all Schedules (and any Escrow Agreements if escrow funded transaction) executed in connection herewith as set forth in the Schedule of Payments as set forth the Schedules to be immediately due and payable;
- (b) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease it, or any item thereof, for the account of Lessee, holding Lessee liable for (i) all payments due up to the effective date of such selling, leasing or subleasing; and (ii) the difference, if any, between the purchase price, rental and other amounts paid by the lessee or sublessee pursuant to such sale, lease or sublease and all amounts payable by Lessee hereunder, including the applicable Purchase Price of all Schedules executed in connection herewith; or
- (c) Require Lessee to deliver the Equipment to Lessor at any location within fifty (50) miles of the City of Pittsburgh, PA as designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.01 hereof; or
- (d) Take whatever other action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII TAX INDEMNIFICATION

Section 13.01 Covenants. The parties assume that Lessor can exclude the interest component of the Rental Payments from Federal gross income. Lessee covenants and agrees that it will (i) if the transaction is escrow funded, rebate an amount equal to excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by regulations applicable thereto; (ii) use a book entry system to register the owner of this Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (iii) timely file a Form 8038-G or, if the invoice price of the Equipment is less than \$100,000, a form 8038(GC) with the Internal Revenue Service in accordance with Section 149(e) of the Code; (iv) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; and (v) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

Section 13.02 Indemnification. If Lessor either (i) receives notice, in any form, from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold; that Lessor may not exclude any interest paid hereunder from Federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after

Lessor notifies Lessee of such determination, an amount which, with respect to rental payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Agreement through the date of such payment. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay as additional rent to Lessor on each succeeding Rental Payment due date such amount as will maintain such after-tax yield to Lessor.

ARTICLE XIV
MISCELLANEOUS

- Section 14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, to the parties at the addresses set forth on the signature page hereof.
- Section 14.02 Binding Effect. This Agreement shall insure to the benefit of and shall be binding upon, Lessor and Lessee and their respective successors and assigns.
- Section 14.03 Severability/Survival. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligation of Lessee under section 7.02, 11.03 and 13.02 which accrue during the term shall survive termination of this Agreement.
- Section 14.04 Amendments, Changes and Modifications. This Agreement may be amended only by written agreement of Lessor and Lessee.
- Section 14.05 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 14.06 Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State.
- Section 14.07 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- Section 14.08 Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any terms, covenants or agreements herein shall not be construed as a waiver of any other breach of the same of any other term, covenant or agreement herein.
- Section 14.09 Entire Agreement. This Agreement, together with the documents attached hereto and other agreements referred to herein, constitutes the entire agreement between the parties.
- Section 14.10 Time. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

ATTEST: LESSOR: Civista Leasing & Finance, a division of Civista Bank
680 Andersen Dr., Bldg 10, Ste 505, Pittsburgh, PA 15220

by: _____ by: _____

ATTEST: LESSEE: City of Clinton

By: _____ By: _____

ATTEST-TITLE: Christina Maggi SIGNOR TITLE: Mayor

ATTEST-NAME: City Administrator SIGNOR NAME: Carla Moberly

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Officer of City of Clinton (LESSEE); a political subdivision duly organized and existing under the laws of the State of Missouri, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective name and titles are their true and authentic signatures and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Master Equipment Lease/Purchase Agreement, and all documents connection therewith, including Schedule thereto and any Escrow Agreement, dated 9/6/2024, between such entity and Civista Leasing & Finance, a division of Civista Bank.

NAME	TITLE	SIGNATURE
<input type="checkbox"/> <u>Carla Moberly</u>	<input type="checkbox"/> <u>Mayor</u>	<input type="checkbox"/> _____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed and seal of such entity hereto this
 _____ day of _____, 20____.

Signature

ATTEST-Name: Christine Maggi

ATTEST-Title: City Administrator

SEAL

RIDER NO. 1

Attached to and made a part of that Certain Master Equipment Lease/Purchase Agreement 6500, Escrow Agreement, and Schedule 650001-01 thereto (collectively, "Agreements") dated as of September 6, 2024, by and between Civista Leasing & Finance, a division of Civista Bank as Lessor and City of Clinton (LESSEE) as Lessee.

1. Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including the Agreements) in the amount of more than \$10,000,000 as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code"); and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.
2. The parties assume and intend that the Agreements will qualify as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. In the event that Lessor either (i) receives notice from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not reasonably withhold, that the otherwise applicable exception set forth in Section 265(b)(3) of the Code is not available, then Lessee shall pay to Lessor within thirty (30) days after receiving notice from lessor of such event, the amount which with respect to rental payments previously paid, will restore the after-tax yield on the transaction evidenced by the Agreement to that which it would have been had such exception been available, and pay as an additional rent on succeeding rent payment due dates such amount as will maintain such after-tax yield.
3. The obligations of Lessee hereunder which accrue during the term of the Agreements shall survive termination of the Agreements.
4. The parties agree that this Rider is an integral part of the Agreement.

Date: _____

LESSOR: Civista Leasing & Finance, a division of Civista Bank

By: _____

LESSEE: City of Clinton

By: _____

Title: Mayor _____

Print name: Carla Moberly _____

ESSENTIAL USE LETTER

Civista Leasing & Finance, a division of Civista Bank
680 Andersen Dr., Bldg 10, Ste 505
Pittsburgh, PA 15220

Ladies and Gentlemen:

Reference is made to that certain Master Equipment Lease/Purchase Agreement, dated as of September 6, 2024 and Schedule thereto (collectively, together with all other agreements being executed in connection therewith, including any Escrow Agreement, the "Agreements"), between Civista Leasing & Finance, a division of Civista Bank, as Lessor and the undersigned, as Lessee. The Equipment, as such term is defined in the Agreements can generally be described as follows:

2024 Elgin Broom Badger 4 Wheel Mechanical Sweeper SN CJ41076
2024 Isuzu NRR 2 1/2 Ton Cab Chassis VIN JALE5W162R7306858

This confirms and affirms that the Equipment is essential to the governmental functions of Lessee. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee. Specifically, the Equipment was selected by Lessee to be used as follows:

(COMPLETE ESSENTIAL-USE)

City of Clinton ("Lessee")

By: _____

SIGNOR TITLE: Mayor _____

SIGNOR NAME: Carla Moberly _____

Date: _____

SCHEDULE TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

RE: Master Equipment Lease / Purchase Agreement 6500 dated as of September 6, 2024 between Civista Leasing & Finance, a division of Civista Bank. ("Lessor") and City of Clinton ("Lessee").

This "Schedule to Master Equipment Lease / Purchase Agreement" ("Schedule") incorporates by reference the terms and conditions of the above referenced Master Equipment Lease/Purchase Agreement No. September 6, 2024, ("Master Agreement") between Lessee and Lessor.

LESSEE AGREES TO LEASE THE EQUIPMENT DESCRIBED BELOW FROM LESSOR, AND LESSOR BY ACCEPTANCE OF THIS LEASE AGREES TO LEASE THE EQUIPMENT TO LESSEE, ON THE TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE, THE ESCROW AGREEMENT, AND THE MASTER AGREEMENT, THE TERMS AND CONDITIONS EACH AGREEMENT BEING INCORPORATED HEREIN BY REFERENCE.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model
1	CJ41076	2024 Elgin Broom Badger 4 Wheel Mechanical Sweeper
1	JALE5W162R7306858	2024 Isuzu NRR 2 1/2 Ton Cab Chassis

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

801 East Sedalia Ave., Clinton, MO 64735

SCHEDULE OF PAYMENTS

Term of Lease (In months)	Total Number of Rental Payments	AMOUNT OF EACH PAYMENT			FIRST PAYMENT AMOUNT
		Rent	Sales Tax	Total	First Period Payment = Total Payment Encl. \$5,494.83
60	60	\$5,494.83	EXEMPT	\$5,494.83	PAYMENT FREQUENCY Monthly

PAYMENT NUMBER	PAYMENT AMOUNT	INTEREST COMPONENT	PRINCIPAL COMPONENT
1	5,494.83	0.00	5,494.83
2	5,494.83	1,614.66	3,880.17
3	5,494.83	1,591.71	3,903.12
4	5,494.83	1,568.63	3,926.20
5	5,494.83	1,545.41	3,949.42
6	5,494.83	1,522.05	3,972.78
7	5,494.83	1,498.55	3,996.28
8	5,494.83	1,474.91	4,019.92
9	5,494.83	1,451.14	4,043.69
10	5,494.83	1,427.22	4,067.61
11	5,494.83	1,403.16	4,091.67
12	5,494.83	1,378.96	4,115.87
13	5,494.83	1,354.62	4,140.21
14	5,494.83	1,330.13	4,164.70
15	5,494.83	1,305.50	4,189.33
16	5,494.83	1,280.72	4,214.11
17	5,494.83	1,255.80	4,239.03
18	5,494.83	1,230.73	4,264.10
19	5,494.83	1,205.51	4,289.32
20	5,494.83	1,180.14	4,314.69
21	5,494.83	1,154.62	4,340.21
22	5,494.83	1,128.95	4,365.88

23	5,494.83	1,103.13	4,391.70
24	5,494.83	1,077.15	4,417.68
25	5,494.83	1,051.02	4,443.81
26	5,494.83	1,024.74	4,470.09
27	5,494.83	998.30	4,496.53
28	5,494.83	971.71	4,523.12
29	5,494.83	944.95	4,549.88
30	5,494.83	918.04	4,576.79
31	5,494.83	890.97	4,603.86
32	5,494.83	863.74	4,631.09
33	5,494.83	836.35	4,658.48
34	5,494.83	808.80	4,686.03
35	5,494.83	781.08	4,713.75
36	5,494.83	753.20	4,741.63
37	5,494.83	725.16	4,769.67
38	5,494.83	696.95	4,797.88
39	5,494.83	668.57	4,826.26
40	5,494.83	640.03	4,854.80
41	5,494.83	611.31	4,883.52
42	5,494.83	582.43	4,912.40
43	5,494.83	553.38	4,941.45
44	5,494.83	524.15	4,970.68
45	5,494.83	494.75	5,000.08
46	5,494.83	465.18	5,029.65
47	5,494.83	435.43	5,059.40
48	5,494.83	405.50	5,089.33
49	5,494.83	375.40	5,119.43
50	5,494.83	345.12	5,149.71
51	5,494.83	314.67	5,180.16
52	5,494.83	284.03	5,210.80
53	5,494.83	253.21	5,241.62
54	5,494.83	222.21	5,272.62
55	5,494.83	191.02	5,303.81
56	5,494.83	159.65	5,335.18
57	5,494.83	128.10	5,366.73
58	5,494.83	96.36	5,398.47
59	5,494.83	64.43	5,430.40
60	5,494.83	32.33	5,462.50

Lessee: City of Clinton

Lessor: Civista Leasing & Finance, a division of Civista Bank

BY: _____

Carla Moberly

TITLE: Mayor _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

CERTIFICATE OF ACCEPTANCE

RE: Master Equipment Lease/Purchase Agreement 6500 (“Master Agreement”) dated as of September 6, 2024, between Civista Leasing & Finance, a division of Civista Bank (“Lessor”) and City of Clinton (“Lessee”) and Schedule 65001-01 thereto (“Schedule”) dated 9/6/2024.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Agreement and Schedule (together with any Escrow Agreement). I hereby certify that:

1. The Equipment described on the Schedule has been delivered and installed in accordance with Lessee’s specifications.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Schedule during the current Fiscal Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.
4. Lessee has obtained insurance coverage as required under the Master Agreement from an insurer qualified to do business in the State.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default (as such is defined in the Master Agreement) exists as of the date hereof.
7. The governing body of Lessee has approved the authorization, execution and delivery of the Schedule and the Master Agreement on its behalf by the authorized representative of Lessee who signed the Master Agreement.
8. During the term of the Schedule, the Equipment will be used for essential governmental functions. Such functions are:

⇒ _____

9. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under the “Schedule of Payments” contained in the Schedule.

⇒ _____

10. Please state why you reasonably expect and anticipate that adequate funds will be available for all future Rental Payments that will come due under the “Schedule of Payments” contained in the Schedule.

⇒ _____

Lessee : City of Clinton

BY: _____
Carla Moberly
TITLE: Mayor _____

DATE OF ACCEPTANCE: _____

BANK QUALIFIED CERTIFICATE

RE: Master Equipment Lease/Purchase Agreement 6500 dated as of September 6, 2024, (“Master Agreement”), Escrow Agreement (“Escrow Agreement”) and Schedule 650001-01 thereto dated 9/6/2024, (“Schedule”) between Civista Leasing & Finance, a division of Civista Bank (“Lessor”) and City of Clinton (“Lessee”).

Whereas, Lessee hereby represents that it is a “Bank Qualified” Issuer for the calendar year in which this Agreement is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A “Bank Qualified Issuer” is an issuer that issues less than Ten Million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Master Agreement, Escrow Agreement and Schedule (collectively, “Agreement”) as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the “Code”), the Lessee hereby specifically designates the Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such “qualified tax-exempt obligations”.
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Printed Name: Carla Moberly
(Printed name of individual who signed directly above)

AGREEMENT TO PROVIDE INSURANCE

Lessee: City of Clinton	Lessor: Civista Leasing & Finance, a division of Civista Bank
Address: 105 East Ohio Street Clinton MO 64735	Address: 680 Andersen Dr., Bldg 10, Ste 505 Pittsburgh, PA 15220
Phone: (660) 885-6121	Phone: 412-539-1500

Description of Equipment: 2024 Elgin Broom Badger 4 Wheel Mechanical Sweeper SN CJ41076, 2024 Isuzu NRR 2 1/2 Ton Cab Chassis VIN JALE5W162R7306858

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

INSURANCE COMPANY

Name:

Name:

Address:

Policy #:

Phone:

Fax:

Lessee's Signature:

Carla Moberly



DRIVER'S LICENSE REQUEST FORM

FOR ALL PERSONS SIGNING ANY OF THE ATTACHED DOCUMENTS

VERIFYING YOUR IDENTITY AS REQUIRED BY THE USA PATRIOT ACT

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person or entity that opens an account and / or applies for credit. In order to protect you from business fraud and identity theft, Civista Leasing & Finance, a division of Civista Bank requests that you provide us with a copy of the driver's license of ALL SIGNERS AND GUARANTORS as a confirmation of identity and signature.

Carla Moberly

Christina Maggi

Please return this form with copies of license(s) of all contract signors.

FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationery)

Date: _____

Lessee: City of Clinton

Lessor: Civista Leasing & Finance, a division of Civista Bank

Re: Master Equipment Lease/Purchase Agreement No. 6500 dated September 6, 2024 by and between the above-named Lessee and the above-named Lessor.

Sir/Madam:

I have acted as counsel to Lessee with respect to the Master Equipment Lease/Purchase Agreement and ancillary documents thereto, and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Missouri (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF CLINTON, MISSOURI AMENDING CHAPTER 52, ARTICLE II - SEWER USE, OF THE CLINTON MUNICIPAL CODE CONCERNING SEWER CHARGES.

WHEREAS, the City Council of the City of Clinton has the authority to review and set rates and charges for the operation and maintenance of the sewer system; and

WHEREAS, the City of Clinton has published a notice of a public hearing, to be held on October 15, 2024, per RSMo 250.233, to hear comments on proposed sewer fees; and

WHEREAS, a public hearing was held hereon prior to final adoption of this ordinance; and

WHEREAS, the City Council has determined that the proposed sewer fees are necessary to provide funds for operation and maintenance of the sewer system;

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

Section 1. The following fees in the City of Clinton Fee Schedule, Fiscal Year 24/25 (Ordinance No. 4165) are hereby amended to read as follows:

SEWER

Sewer Usage Fees

Base Fee (per month)	\$14.23
Per 100 gallons	\$0.470

Section 2. Bills for sewerage charges shall be prepared based upon water consumption figures made available to the city by the water utility company pursuant to RSMo 71.760.

Section 3. Any ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective immediately upon its passage and approval as provided by law.

Read the first time this ___ day of _____, 2024.

Read a second time and passed this ___ day of _____, 2024.

Carla Moberly, Presiding Officer

ATTEST:

Ayes -
Nays -

Wendee Seaton, City Clerk

Carla Moberly, Mayor

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 50-404 REGARDING PROHIBITED PARKING OF THE CODE OF ORDINANCES OF THE CITY OF CLINTON, MISSOURI.

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

Section 1 Section 50-404 is hereby amended to read as follows:

Sec. 50-404. Prohibited stopping, standing or parking areas enumerated.

- a. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer, or official traffic-control device, no person shall stop, stand or park a vehicle:
 1. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 2. On a sidewalk;
 3. Within an intersection;
 4. On a crosswalk;
 5. Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the director of public works indicates a different length by signs or markings;
 6. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 7. Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 8. On any railroad tracks; or
 9. At any place where official signs prohibit stopping.
- b. No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
 1. In front of a public or private driveway;
 2. Within 15 feet of a fire hydrant;
 3. Within 20 feet of a crosswalk at an intersection;
 4. Within 30 feet upon the approach to any flashing signal, stop sign or traffic-control signal located at the side of a roadway;
 5. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance (when properly signposted); or
 6. At any place where official signs prohibit standing.
- c. No person shall park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:
 1. Within 50 feet of the nearest rail of a railroad crossing; or
 2. At any place where official signs prohibit parking.

- d. No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such a distance as is unlawful.
- e. On election days, no person shall park any vehicle or trailer on public property at a designated election site for a period in excess of two hours unless such person, or a passenger of such person, is actively waiting to vote in excess of two hours or is acting as a worker for the election authority. For purposes of this provision, "actively waiting to vote" shall mean that such person is attempting to vote, but is unable to do so because of factors beyond the control of the voter.

Section 2 It is intended that the provisions of Section 1 of this ordinance be incorporated into the Code of Ordinances of the City of Clinton.

Section 3 This ordinance shall be in full force and effect from and after its passage.

Read two times and passed by the City Council of the City of Clinton, Missouri, and approved by the Mayor of the City of Clinton, Missouri on this ____ day of _____, 2024.

Carla Moberly, Presiding Officer

ATTEST:

Ayes -
Nays -

Wendee Seaton, City Clerk

Carla Moberly, Mayor