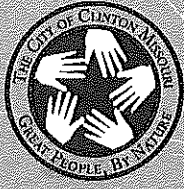


PUBLIC HEARING NOTICE

The Clinton City Council will hold a public hearing at 5:45 p.m. on Tuesday, October 15, 2024, at Clinton City Hall, 105 E. Ohio, to receive public comments and input on the setting of rates for sewer service. The rates to be established will be for fixed service, volume and connection charges for residential, commercial and industrial service locations.



City of
Clinton
MISSOURI

AGENDA

Building Commission Public Hearing
City Hall – 105 E. Ohio Street, Clinton, MO 64735
Tuesday, October 15, 2024 • 6:00 p.m.

- 1. Call to Order**
- 2. Roll Call**
- 3. Dangerous Building Hearing for 411 E. Oak Street**
- 4. Adjourn**

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.



AGENDA

Clinton City Council Regular Meeting
City Hall • 105 E. Ohio Street, Clinton, MO 64735
Tuesday, October 15, 2024 • Immediately following Building Commission Hearing

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 Meetings of September 27 and October 1, 2024.
5. **Personal Appearances:**
6. **Reports:**
 - a. Mark Dawson – Economic Development Report
7. **Second Reading of Previously Read Bills:**
 - a. 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.
 - 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.
8. **Committee Reports:**
 - a. **Public Works Committee Report:**
 1. Community Development:
 - a. Monthly Report: Information Only.
 2. Waste Water:
 - a. Upper Level Pumps: #5 installed. Still working on #4.
 - b. Weir Repair: All-Pro Electrical completed repair; holding capacity now back to normal.
 - c. Deer Creek ATS: All-Pro Electrical has low quote at \$11,108. Recommend approval, 2-0.
 - d. UTV: Low bid is \$13,286 from Hobbytime. Recommend approval, 2-0.
 - e. WWTP Improvement Project Update: Notice to Proceed has been issued to Ross, with a start date of 10/19/24, substantial completion on 12/13/25, final completion on 1/12/26.
 - f. Belt Filter Press: New polymer is working well.
 - g. Alliance Water Resources: Dustin Sterling has been promoted to AWR Division Manager, replacing Erica Bogenpohl. Erica will still be available on a quarterly basis.



b. Public Safety Committee Report:

1. Request for Bids for Call-Out Towing Services
2. Clinton School District MOU

Resolution No. 30-2024 - A Resolution of the City Council of Clinton, Missouri (CITY) approving a Memorandum of Understanding (MOU) with the Clinton School District (CSD) for a School Resource Officer.

3. Police Department Vehicles

c. Finance Committee Report: None.

9. Mayor's Report

10. City Administrator's Report

11. Unfinished Business:

- a. U.S. Army Corps of Engineers, Historic Preservation Office and Osage Nation MOU regarding transfer of federal land to the City.

Resolution No. 26-2024 - A Resolution of the City Council of Clinton, Missouri approving a Memorandum of Agreement among the U.S. Army Corps of Engineers, the Missouri Historic Preservation Office, the Osage Nation, and the City of Clinton regarding the transfer of Federal Fee-Title Land at Harry S. Truman Lake to the City of Clinton.

- b. Agreement with CJW Transportation Consultants for the 2nd Street Sidewalk Extension, Phase 1.

Resolution No. 27-2024 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton (CITY) and CJW Transportation Consultants, LLC (CJW) for Engineering Services for the 2nd Street Sidewalk Extension Phase I.

- c. Agreement with Austin Construction and Concrete for an ADA Compliant Concrete Trail.

Resolution No. 28-2024 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton and Austin Construction & Concrete, LLC for Construction of an ADA Compliant Concrete Trail.

12. New Business:

- a. Establish election dates for the 2025 Municipal Election

Resolution No. 29-2024 - A Resolution for establishing the dates for the City of Clinton, Missouri General Municipal Election to be held in 2025 to fill the expired terms of elected officials.

13. **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.

Additional items provided in the Council Packet:

Fire Department Monthly Reports for September, 2024

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 27, 2024 • 12:08 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, September 27, 2024. Mayor Carla Moberly presided.

1. **Call to Order**

2. **Roll Call:**

Council Persons:

Present: Gene Henry, Roger House, Austin Jones, Gary Mount and Shelley Nelson

Absent: Cameron Jackson, Greg Shannon and Stacia Wilson

Others Present:

City Administrator Christy Maggi, City Clerk Wendee Seaton

3. **Unfinished Business:**

- a. Amend the FY 2023/2024 Budget. Council Person House called for the clerk to give the first reading by title only of Bill No. 2024-23.

Bill No. 2024-23 - An Ordinance of the City Council of Clinton, Missouri amending the annual budget for the fiscal year ending September 30, 2024.

Council Person House made a motion to approve the first reading by title only of Bill No. 2024-23. Council Person Jones duly seconded the motion. A roll call vote was taken and the following was recorded: 5 Ayes: Gene Henry, Roger House, Austin Jones, Gary Mount and Shelley Nelson; 0 Nays; 3 Absent: Cameron Jackson, Greg Shannon and Stacia Wilson. Mayor Carla Moberly declared the motion passed.

Council Person Henry made a motion to suspend the rules and have the second reading by title only of Bill No. 2024-23. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 5 Ayes: Gene Henry, Roger House, Austin Jones, Gary Mount and Shelley Nelson; 0 Nays; 3 Absent: Cameron Jackson, Greg Shannon and Stacia Wilson. Mayor Carla Moberly declared the motion passed.

Council Person Henry made a motion to approve the second reading by title only of Bill No. 2024-23. Council Person Mount duly seconded the motion. A roll call vote was taken and the following was recorded: 5 Ayes: Gene Henry, Roger House, Austin Jones, Gary Mount and Shelley Nelson; 0 Nays; 3 Absent: Cameron Jackson, Greg Shannon and Stacia Wilson. Mayor Carla Moberly declared the motion passed. Ordinance 4166.

- b. Revision to FY 24/25 Police Pay Plan. Council Person Jones called for the clerk to give the first reading by title only of Bill No. 2024-22.

Bill No. 2024-22 - An Ordinance revising the Police Pay Plan for the City of Clinton, Missouri for Fiscal Year 2024-2025.

Council Person Jones made a motion to approve the first reading by title only of Bill No. 2024-22. Council Person Henry duly seconded the motion. A roll call vote was taken and the following was recorded: 5

Council Minutes
September 27, 2024

Ayes: Gene Henry, Roger House, Austin Jones, Gary Mount and Shelley Nelson; 0 Nays; 3 Absent: Cameron Jackson, Greg Shannon and Stacia Wilson. Mayor Carla Moberly declared the motion passed.

Council Person Jones made a motion to suspend the rules and have the second reading by title only of Bill No. 2024-22. Council Person Nelson duly seconded the motion. A roll call vote was taken and the following was recorded: 5 Ayes: Gene Henry, Roger House, Austin Jones, Gary Mount and Shelley Nelson; 0 Nays; 3 Absent: Cameron Jackson, Greg Shannon and Stacia Wilson. Mayor Carla Moberly declared the motion passed.

Council Person Jones made a motion to approve the second reading by title only of Bill No. 2024-22. Council Person Nelson duly seconded the motion. A roll call vote was taken and the following was recorded: 5 Ayes: Gene Henry, Roger House, Austin Jones, Gary Mount and Shelley Nelson; 0 Nays; 3 Absent: Cameron Jackson, Greg Shannon and Stacia Wilson. Mayor Carla Moberly declared the motion passed. Ordinance 4167.

4. **Adjournment:** With no further business, Council Person Jones made a motion to adjourn. Council Person Henry duly seconded the motion. A roll call vote was taken and the following was recorded: 5 Ayes: Gene Henry, Roger House, Austin Jones, Gary Mount and Shelley Nelson; 0 Nays; 3 Absent: Cameron Jackson, Greg Shannon and Stacia Wilson. At 12:18 pm, Mayor Carla Moberly declared the motion passed and adjourned the meeting.

City Clerk Wendee Seaton

Mayor Carla Moberly



OPEN CITY COUNCIL MEETING MINUTES

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

Tuesday, October 1, 2024 • 6:16 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, October 1, 2024. Mayor Carla Moberly presided.

1. **Call to Order**

2. **Roll Call:**

Council Persons:

Present: Gene Henry, Roger House, Cameron Jackson, Austin Jones and Stacia Wilson

Absent: Gary Mount, Shelley Nelson and Greg Shannon

Others Present:

City Administrator Christy Maggi, City Clerk Wendee Seaton, Deputy Police Chief Paul Abbott, Economic Development Director Mark Dawson

3. **Pledge of Allegiance:** Was recited.

4. **Approval of Minutes:** Council Person Jackson made a motion to approve the minutes of the Open City Council Meeting of September 17, 2024. Council Person Mount duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.

5. **Personal Appearances:** None.

6. **Reports:** None.

7. **Second Reading of Previously Read Bills:** None.

8. **Committee Reports:**

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

1. **Waste Water:** For information only.

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 is 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.

Council Minutes

October 1, 2024

- 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. The original cost for the property was requested by Council.
 - 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. This meeting was rescheduled.
2. Street Department:
- a. Request for Street Closings:
 - CHS Homecoming Parade October 11th: Recommend approval. Council Person House made a motion to approve the street closing request for the CHS Homecoming Parade. Council Person Jackson duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
 - Scare Fair on the Square (Trunk or Treat) October 26th: Recommend approval. Council Person House made a motion to approve the street closing request for the Scare Fair on the Square event. Council Person Wilson duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
 - 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. This will be discussed later in the meeting. For information only.
 - c. Safe Streets for All (SS4A) Safety Plan: For information only.
 - 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. This will be discussed later in the meeting. For information only.
 - b. Benson Center:
 - Consider cleaning and re-caulk floor joints and apply a diamond coat seal in FY24-25. For information only.
 - Will begin work on updating Benson Center rental regulations. For information only.
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). The Clinton Fire Chief does not recommend approving this request. The Public Works Committee does not recommend approving this request.

Council Minutes

October 1, 2024

5. Bicycles: Talk to PD about enforcement of bicycles on streets and sidewalks. The Police Department will monitor this situation. For information only.
 6. It was also requested that the UTV traffic is monitored for permit requirements. For information only.
 - b. **Public Safety Committee Report:** While there was not a meeting, discussion was held regarding the towing bid process which is being worked on by the Police Department and with the direction of the City Attorney.
 - c. **Finance Committee Report:** Council Person Henry gave the following committee report:
Present at meeting: Council Persons Henry and Jones, Mayor Carla Moberly, City Administrator Christy Maggi, City Clerk Wendee Seaton
 1. Fiber Service at Gerhart Industrial Park: The recommended fiber service provider would be installed by Osage Valley and managed by Conexon Connect. It would be done in 3 phases. Committee recommends approval 2/0. COUNCIL: Discussion was held on this being just like other utilities that the City provided to the Industrial Park. ARPA funds are available for this project which should cost approximately \$36,850 for all 3 phases. Council Person Henry made a motion to approve the 3 phase project and to use ARPA funds to cover it. Council Person House duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
 2. Airport Financing Update. The City has received over \$1 million in reimbursements. There is still \$500-600k due to the City plus an outstanding payment to the contractor for \$250,000. Change Order #1 would be for \$6,450. Council Person Henry made a motion to approve Change Order #1. Council Person Jackson duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
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. Council Person Jackson made a motion to approve the re-appointment of Dan Huey to the Clinton Regional Airport Board. Council Person Jones duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
 - b. The Cemetery Walk went well and the cemetery looked nice. A lot of compliments have been received for this event.
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").
Council Person House made a motion to approve Resolution No. 25-2024. Council Person Henry duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
 - b. Sewer Fees. Council Person Jackson called for the clerk to give the first reading by title only of Bill No. 2024-25.
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.

Council Minutes
October 1, 2024

Council Person Jackson made a motion to approve the first reading by title only of Bill No. 2024-25. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 5 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones and Stacia Wilson; 0 Nays; 3 Absent: Gary Mount, Shelley Nelson and Greg Shannon. Mayor Carla Moberly declared the motion passed and the second reading will be held at the next meeting.

12. **New Business:**

- a. Prohibited Parking. Council Person Henry called for the clerk to give the first reading by title only of Bill No. 2024-24.

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

Council Person Henry made a motion to approve the first reading by title only of Bill No. 2024-24. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 5 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones and Stacia Wilson; 0 Nays; 3 Absent: Gary Mount, Shelley Nelson and Greg Shannon. Mayor Carla Moberly declared the motion passed and the second reading will be held at the next meeting.

- b. Bids for ADA trail at Antioch Park Urban Conservation Area. Council Person Jackson made a motion to approve the bid for \$52,450. Council Person House duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
- c. Select Engineering Firm for 2nd Street Sidewalk Extension. Council Person Jackson made a motion to approve the selection of CJW Engineering for this project. Council Person House duly seconded the motion. 5 Ayes; 0 Nays; 3 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 (12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected. Council Person Jones duly seconded the motion. A roll call vote was taken and the following was recorded: 5 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones and Stacia Wilson; 0 Nays; 3 Absent: Gary Mount, Shelley Nelson and Greg Shannon. Mayor Carla Moberly declared the motion passed. At 6:37 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

Economic Development Report
Clinton City Council
Council Meeting Tuesday 10/15/2024
Report for Period 9/13/2024 to 10/11/2024

PROJECT ACTIVITY:

NEW PROJECTS:

- Project Houston (9/18/2024) Out of state retail related firm looking for 3,000SF to 5,000SF to lease or purchase. Focusing on downtown Clinton. Looks favorable subject to building terms.
- Project ROW (9/19/2024) Investment group looking at transportation related project. Early stages at this time.

PROJECT LEADS WE COULD NOT SUBMIT ON THIS PERIOD:

- None

POTENTIAL UPCOMING DEALS (75%+ Odds)

- Project Rooftop (7/5/2024): Application for Missouri Development Corporation being submitted on 9/18/2024. \$10 million CAPEX and 38 new senior living units to be constructed.
- Project Handle (9/4/2024): Due diligence starting and consulting engineers being evaluated.
- Project Houston (9/18/2024) Out of state retail related firm looking for 3,000SF to 5,000SF to lease or purchase. Focusing on downtown Clinton. Looks favorable subject to building terms.

ADMINISTRATIVE UPDATES:

- Zoom call with Central Missouri Economic Development Association (CMEDA) on 9/17/2024 on moving forward with a labor study to be prepared in 2nd quarter 2025.
- Attended Clinton City Council meeting on Tuesday 9/17/2024 and gave monthly report.
- Attended Chamber of Commerce Quarterly luncheon on Wednesday afternoon 9/18/2024. Gave Economic Development Update Report and Activity.
- Attended Chamber Monthly Executive Committee meeting on Thursday afternoon 9/19/2024.
- Zoom call with Project Dodger Site team and Evergy on Thursday afternoon 9/19/2024.
- Zoom call on Monday 9/23/2024 with Next Move Group to go over 2024 Housing study report.
- Zoom call on Monday afternoon 9/23/2024 with Ben Jones to go over Certified Sites presentation for upcoming MEDC meeting in Cape Girardeau on Wednesday 10/9/2024.
- Meeting with Clinton property owner and his realtor on Tuesday morning 9/24/2024 in Harrisonville. Discussed couple of potential projects for their property in Clinton.
- Attended Clinton Chamber of Commerce Board of Directors meeting on Tuesday afternoon 9/24/2024.
- Participated in Zoom call on Childcare efforts on Wednesday 9/25/2024.
- Zoom call on Monday afternoon 9/30/2024 with Ben Jones to go over updates on Certified Sites presentation for upcoming MEDC meeting in Cape Girardeau on Wednesday 10/9/2024.
- Attended Kansas City Area Development workshop on Data Center projects on Monday afternoon 9/30/2024.
- Meeting with Mayor of Deepwater on Tuesday 10/1/2024.
- Work on Project Files Updates in EDC Forge on Tuesday 10/1/2024
- Work on City Council report on Monday morning 10/7/2024
- Phone call with Project ROW on Monday morning 10/7/2024
- Zoom call on Childcare Initiative on Monday afternoon 10/7/2024
- Drive to Cape Girardeau on Tuesday 10/8/2024 and speak at Missouri Economic Development Conference on Wednesday morning 10/9/2024.

PROJECT SUCCESS AND CLOSED PROJECTS

2019						
Parks Cabinets	Manufacturer	\$2,500,000	22	32,000		7
Champion Brands	Manufacturer	\$5,000,000	10	N/A	N/A	
Montrose Grain	Warehouse	\$2,100,000	2	N/A		3
TC-Nussbaum	Manufacturing	\$5,100,000	13	N/A	N/A	
2020						
Cook Auction	Service	\$2,500,000	10	32,500		5
White River Marine	Manufacture	\$1,000,000	5	10,000		1
Powell Meals	Manufacturer	\$1,000,000	35	5,000		1
ABI Bottling	Manufacturer	\$1,000,000	10	18,000		25
Golden Valley Tractor Replacement	Service	\$2,000,000	15	20,000		10
Burger King	Retail	\$2,500,000	30	N/A		1
2021						
Liquor Studio	Retail	\$1,250,000	10	6,000	N/A	
Sunrise Medical Marijuana	Retail	\$1,200,000	15	5,000		1
Crawford Auction Services	Service	\$100,000	20	110,000		5
Schreiber Foods	Manufacturer	\$8,300,000	20	N/A	N/A	
	Manufacturer	\$350,000	2	22,000		
Box Drop	Retail	N/A	2	N/A	N/A	
2022						
Ervin Cable	Service		20	6,000	N/A	
Burkes Outlet	Retail	N/A	20	22,000		
Scooter's Coffee	Retail	\$1,800,000	15	1,200		1
TC Transcontinental Packaging	Manufacturing	\$35,000,000	50	105,000		5
2023						
Henry County Health Center	Office	\$1,200,000	4	5,000		1
Av-Fab	Manufacturing	\$300,000	2	N/A	N/A	
GVMH Cancer Center	Office	\$14,000,000	10	40,000		5
Sherman Plumbing and Heating	Service	\$1,400,000		18,000		3
De-Luxe Properties	Manufacturing	\$10,000,000	50	90,000		7
Secure-Net Sales	Service	\$900,000	8	6,500		2
Cycles & Cream	Retail	N/A	3	2,500	N/A	
2024						
Zach Riley	Office	N/A	2	1,500	N/A	
ALDI (New Store)	Retail	3,000,000	7	10,000		2
Helm Plumbing	Service	N/A	5	6,000		4
TOTAL SUCCESS		\$103,500,000	417	574,200		89

Project Freeze	Retail	N/A	N/A	N/A	N/A	Project closed as could not find space & equipment in budget the forecasted	
Project Dup	Retail	N/A	N/A	N/A	N/A	1 Project closed as could not find space & equipment in budget the forecasted	
Project Graduste (7/10/2023)	Service	\$10,000,000	30	100,000	11	Projected closed/looking elsewhere & project has questionable ownership	
Project Taco (7/6/2023)	Manufacturer	N/A	N/A	5,000	N/A	Project closed due to group couldn't develop business plan and lack of potential forecasted sales	
Project Grow	Distribution	N/A	N/A	N/A	15	Railroad lead and no movement in 7 months on project.	Railroad lead and no other communications on pr
Project Black Sheep (12/10/2023)	Ag-related	N/A	10	N/A	N/A	Value added ag project stopped due to lack of financing (County project)	ag project start up in Henry County no additiona
Project Sprocket	Retail	N/A	4	3,500	N/A	Lease signed and plans on opening in late May, 2024	Cycles & Cream SUCCESS
Project Sparky (12/7/2023)	Service	\$1,100,000	8	6,500	2	Secure Net LLC has purchased land in Gerhart and should start construction in June, 2024 SUCCESS	
Project Mountain Home (4/7/2024)	Office	N/A	3	1,500	N/A	New professional office user in downtown Clinton. Lease has been signed lease and will open in June. American Family agent. SUCCESS	
Project Copper (10/9/2023)	Service	N/A	2	10,000	N/A	Project Success: Helm Plumbing & Heating have purchased new facility in Clinton SUCCESS	
Project Pomaine (1/6/2024)	Manufacturing	N/A	15	5,000	5	Indoor vegetable growing operation closed no additional activity	Missouri Partnership Project
Project Box (4/24/2024)	Retail	N/A	5	15,000	1	Existing retail firm growing and needing more space.	
Project Scott (5/6/2024)	Manufacturing	N/A	N/A	125,000	12	KC Commercial broker client needs 12 acres to build new facility	
Project Lift (5/21/2024)	Service	N/A	N/A	8,000	3	Out of town firm looking at available building	
Project Prop (6/25/2024)	Transportation	N/A	N/A		2	Small business looking at constructing hanger at Clinton Regional Airport	
Project Handle	Multi-Use	N/A	N/A	N/A	66	Project Success:	
Project Frost (6/25/2024)	Manufacturing	\$100,000,000	125	225,000	20	Large manufacturing firm log for 20 acre site for 225,000 SF facility	

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 1st day of October, 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 the first time this 1st day of October, 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



City of
Clinton
MISSOURI

OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street
Tuesday, October 8, 2024 • 7:00 a.m.

Present:

Members: Roger House, Shelly Nelson

Staff: Christy Maggi, Jon Patriarca, Chuck Bailey

Guests: Erica Bogenphol (AWR), Dustin Sterling (AWR)

1. Community Development:

- a. Monthly Report: Information Only.

2. Waste Water:

- a. Upper Level Pumps: #5 installed. Still working on #4.
- b. Weir Repair: All-Pro Electrical completed repair; holding capacity now back to normal.
- c. Deer Creek ATS: All-Pro Electrical has low quote at \$11,108. Recommend approval, 2-0.
- d. UTV: Low bid is \$13,286 from Hobbytime. Recommend approval, 2-0.
- e. WWTP Improvement Project Update: Notice to Proceed has been issued to Ross, with a start date of 10/19/24, substantial completion on 12/13/25, final completion on 1/12/26.
- f. Belt Filter Press: New polymer is working well.
- g. Alliance Water Resources: Dustin Sterling has been promoted to AWR Division Manager, replacing Erica Bogenphol. Erica will still be available on a quarterly basis.



MONTHLY BUILDING REPORT

REPORTING PERIOD:

9/1/2024

thru

9/30/2024

Previous Month Total Dollar Value YTD:

\$13,204,316.00

PERMIT TYPE	NUMBER OF PERMITS	# PERMITS YTD	MONTHLY DOLLAR VALUE
SINGLE FAMILY HOMES	<u>0</u>	<u>6</u>	<u>\$0.00</u>
MULTIPLE FAMILY HOMES (NUMBER OF UNITS WITHIN MFU)	<u>0</u>	<u>1</u>	<u>\$0.00</u>
GARAGES & CARPORTS (ATTACHED)	<u>1</u>	<u>1</u>	<u>\$1,200.00</u>
GARAGES & CARPORTS (DETACHED)	<u>1</u>	<u>5</u>	<u>\$6,000.00</u>
ACCESSORY AND MISCELLANEOUS	<u>8</u>	<u>88</u>	<u>\$24,865.00</u>
COMMERCIAL BUILDINGS	<u>0</u>	<u>5</u>	<u>\$0.00</u>
COMMERCIAL REMODELING	<u>0</u>	<u>10</u>	<u>\$0.00</u>
DEMOLITIONS	<u>0</u>	<u>7</u>	<u>\$0.00</u>
SIGNS	<u>2</u>	<u>7</u>	<u>\$21,517.00</u>
OTHER	<u>3</u>	<u>29</u>	<u>\$212,500.00</u>
TOTALS FOR MONTH=	<u>15</u>		<u>\$266,082.00</u>
TOTAL PERMITS YTD=		<u>159</u>	
TOTAL DOLLAR VALUE YTD=			<u>\$13,470,398.00</u>
TOTAL PERMIT FEES FOR MONTH=	<u>\$1,431.00</u>		
TOTAL PERMIT FEES YTD=	<u>\$29,471.00</u>		
PLUMBERS LICENSES ISSUED	<u> </u>		

REMARKS:



94 SE 501
 Warrensburg, MO 64093
 Phone: (660)747-0090
 Fax: (660)747-0084

BID PROPOSAL

Date: 10/01/2024

To: Jonathan P.	Alliance Water Company	Project: 24869
Phone:	Clinton MO	Project Name: ATS-900
Fax:		Location: Clinton, MO

Bid proposal includes all labor, material and equipment to complete the electrical installation of the above project, subject to any exclusions listed herein.

Inclusions:

Installing New ATC-900 and Removing ATC-600 from Automatic Transfer Switch

Exclusions:

BOND NOT INCLUDED
 SALES TAX NOT INCLUDED
 Weekend and Overtime Hours

WE PROPOSE hereby to furnish labor, material, and equipment to complete in accordance with above specifications, for the sum of:

ELEVEN THOUSAND ONE HUNDRED EIGHT DOLLARS AND CENTS \$11,108.00

Payable as follows: Net 30 Days

<p>All material is to be as specified, subject to any approved substitutes. All work to be accomplished in a workmanlike manner according to standard trade practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance.</p>	<p>Authorizing Signature <i>James Stuck</i> Note: This proposal may be withdrawn by us if not accepted within 30 days.</p>
<p>Acceptance of proposal The prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Customer Signature: _____ Date: _____</p> <p align="center">UPON ACCEPTANCE FAX TO ALL PRO ELECTRICAL TECHNOLOGY, INC. AT 660-747-0084.</p>	

HOBBYTIME MOTORSPORTS

BILL OF SALE & INVOICE ¹²⁷⁰⁸

560 NW Hwy. 7
Clinton, MO 64735
660-885-9134 Sales & Service
660-885-9135 Fax

DATE 9-25-2024

SOLD TO City of Clinton PHONE NUMBER _____

STREET _____ CITY Clinton STATE MO ZIP 64735

MAKE <u>Kawasaki</u>	YEAR <u>2024</u>	BODY TYPE	SERIAL NUMBER	ENGINE NUMBER	KEY NUMBER	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
MODEL <u>KAF700ERFun</u>						

TRADE IN YEAR _____ MAKE _____ MODEL _____ SERIAL NUMBER _____ ENGINE NUMBER _____ KEY NUMBER _____ ALLOWANCE _____ ACV _____	INSURANCE	PRICE OF VEHICLE	<u>13,453</u>
	ACCESSORIES	ADMINISTRATIVE FEE.....	<u>\$55.00</u>
	<u>Kawasaki Pro mx</u>	<u>Rebate</u>	<u>- 800</u>
		ACCESSORIES.....	<u>560</u>
		TAX ON ACCESSORIES	
		SHIPPING.....	
		TOTAL	<u>13,268</u>
		LESS TRADE-IN	
		LESS DEPOSIT.....	
		TOTAL DUE OR FINANCED	<u>13,268</u>

LIENHOLDER: _____
Payable in _____ notes of _____ each. Payments starting _____ ending _____

The said seller hereby warrants that he is the lawful owner of said vehicle; that it is free from all liens and encumbrances except lien _____ that he has the right to sell the same as aforesaid, and that he will warrant and defend the title of same against the claims and demands of all persons whomsoever except lienholder noted above.

- FORM of PAYMENT
- CASH
 - CHECK
 - CREDIT CARD
 - OTHER

1500 lb tow capacity
700 lb load

Signature of Purchaser _____
Signature of Seller _____
Title _____

NOTICE TO PROCEED

Owner:	City of Clinton, Missouri	Owner's Contract No.:	N/A
Contractor:	David E. Ross Construction Co.	Contractor's Project No.:	N/A
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10140680
Project:	TO 13 Clinton Wastewater Treatment Plant Improvements	Contract Name:	N/A
		Effective Date of Contract:	September 19, 2024

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on October 19, 2024.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is 420, and the number of days to achieve readiness for final payment is 450.

Owner:


Authorized Signature

By:

Christina A. Maggi

Title:

City Administrator

Date Issued:

10/01/2024

Copy: Engineer



City of
Clinton
MISSOURI

PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA

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

Tuesday, October 15, 2024 • 5:30 p.m.

Present:

COMMITTEE MEMBERS: Austin Jones Stacia Wilson Greg Shannon

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

Deputy Police Chief John Scott

GUESTS: _____

1. Request for Bids for Call-Out Towing Services
2. Clinton School District MOU

Resolution No. 30-2024 - A Resolution of the City Council of Clinton, Missouri (CITY) approving a Memorandum of Understanding (MOU) with the Clinton School District (CSD) for a School Resource Officer.

3. Police Department Vehicles



REQUEST FOR BIDS

SEALED BIDS TO BE RECEIVED NO LATER THAN:

_____, November ____, 2024 at 10:00 AM

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

Call-Out Towing Services

Statement of Intent

The City of Clinton (City) is soliciting bids for a 12-month period for call-out towing services. The City intends to solicit bids on an annual basis.

Scope of Work

The successful bidder (Vendor) for this request must comply with the following requirements:

- A. Obtain and maintain a City of Clinton Business License, unless exempted by 301.344 RSMo.
- B. Maintain \$500,000 liability insurance for damage, fire and theft for vehicles that are towed/stored as a result of calls from the Clinton Police Department (CPD). A Certificate of Liability Insurance (COLI) shall be provided to the CPD. It is the responsibility of the Vendor to ensure a current COLI is on file.
- C. Have adequate equipment to perform the services requested. The equipment must be maintained in safe working condition. The Vendor shall comply with applicable statutes regarding vehicle equipment, registration, and motor vehicle operations. All operators performing service for the Vendor must be qualified to operate the equipment in a safe manner and must be capable of completing an assignment without unnecessary delays or property damage.
- D. Have a fenced, locked storage lot and/or inside storage facility that is within Henry County Missouri. Towed vehicles must be stored on/in these facilities.
- E. Provide 24-hour / 7 days a week response service to the scene and access to towed/stored vehicles. Vendor must allow pick-up of vehicles during normal business hours, defined as 8 AM to 5 PM, Monday through Friday. Pick-up outside of these hours must be allowed. Vendor may charge an after-hour access fee.
- F. Must arrive within 30 minutes of being contacted, at all times. If the Vendor is unable to perform the service within the required 30-minute response time, Vendor shall immediately notify dispatch and make arrangement for an approved sub-contractor to perform the service.
- G. All sub-contractors utilized by the Vendor must comply with all of these requirements and the accepted bid prices. It is the responsibility of the Vendor to ensure that CPD has a current sub-contractor list and current proof of insurance on file for each sub-contractor.
- H. Vendor shall not respond to a police call for service unless requested by Henry County Central Dispatch.
- I. Vendor shall remain up to date on any fees payable to the City of Clinton.

- J. If Vendor fails to meet these requirements, the Vendor will be notified in writing, outlining the violation. The Vendor will be given 7 days in which to respond to the notice of violation. The Chief of Police, or designee, will consider the violation, the response from the Vendor and any past violations before ending the tow services arrangement with the Vendor.
- K. Nothing in this tow services arrangement shall create, in the Vendor, any property right or right to continued qualification. The status shall be at the sole discretion of the City of Clinton. Any violation of the requirements or other failure to conduct business in a fair and reasonable manner will justify disqualification.

Submittal of Bids

Bids will be accepted until **10:00 AM** on _____, **November** __, **2024**. Sealed bids, including both pages of the signed Vendor Bid form, should be sent to the attention of Deborah Nelson and may be: mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735; dropped off at City Hall; emailed to dnelson@cityofclintonmo.com or faxed with a cover sheet to 660-885-2023. Bid shall be clearly identified as **Call-Out Towing Services**. Bids submitted after the deadline will be rejected.

Prices included in the bid may not be withdrawn for a period of thirty (30) days after the date of bid opening without the express written consent of the City.

Bid Opening

All bids will be publicly opened and read aloud at Clinton City Hall at **10:00 AM** on _____, **November** __, **2024**.

Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the City of Clinton, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in any part of this Request for Bids.

Questions Regarding the Request for Bids

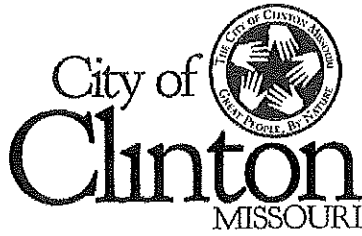
Questions regarding the operational specifications shall be directed to Capt. John Scott, Clinton Police Dept. (660) 885-2679. Questions regarding the bid process and payment for services shall be directed to Christy Maggi, (660) 885-6121.

Prices

All costs for services shall be included in the bid submittal. No other costs will be permitted the successful bidder beyond those stated in the bid.

Payment for Services

All services shall be invoiced monthly to Capt. John Scott, Clinton Police Dept., j.scott@clintonmopd.com or 105 E. Ohio, Clinton MO 64735. Each invoiced service shall include the date, location and name of vehicle owner.



VENDOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

_____, November __, 2024 at 10:00 AM

Call-Out Towing Services

Scope of Work

The successful bidder (Vendor) for this request must comply with the following requirements:

- A. Obtain and/or maintain a City of Clinton Business License, unless exempted by 301.344 RSMo.
- B. Maintain \$500,000 liability insurance for damage, fire and theft for vehicles that are towed/stored as a result of calls from the Clinton Police Department (CPD). A Certificate of Liability Insurance (COI) shall be provided to the CPD. It is the responsibility of the Vendor to ensure a current COI is on file.
- C. Have adequate equipment to perform the services requested. The equipment must be maintained in safe working condition. The Vendor shall comply with applicable statues regarding vehicle equipment, registration, and motor vehicle operations. All operators performing service for the Vendor must be qualified to operate the equipment in a safe manner and must be capable of completing an assignment without unnecessary delays or property damage.
- D. Have a fenced, locked storage lot and/or inside storage facility that is within Henry County Missouri. Towed vehicles must be stored on/in these facilities.
- E. Provide 24-hour / 7 days a week response service to the scene and access to towed/stored vehicles. Vendor must allow pick-up of vehicles during normal business hours, defined as 8 AM to 5 PM, Monday through Friday. Pick-up outside of these hours must be allowed. Vendor may charge an after-hour access fee.
- F. Must arrive within 30 minutes of being contacted, at all times. If the Vendor is unable to perform the service within the required 30-minute response time, Vendor shall immediately notify dispatch and make arrangement for an approved sub-contractor to perform the service.
- G. All sub-contractors utilized by the Vendor must comply with all of these requirements and the accepted bid prices. It is the responsibility of the Vendor to ensure that CPD has a current sub-contractor list and current proof of insurance on file for each sub-contractor.
- H. Vendor shall not respond to a police call for service unless requested by Henry County Central Dispatch.
- I. Vendor shall remain up to date on any fees payable to the City of Clinton.
- J. If Vendor fails to meet these requirements, the Vendor will be notified in writing, outlining the violation. The Vendor will be given 7 days in which to respond to the notice of violation. The Chief of Police, or designee, will consider the violation, the response from the Vendor and any past violations before ending the tow services arrangement with the Vendor.
- K. Nothing in this tow services arrangement shall create, in the Vendor, any property right or right to continues qualification. The status shall be at the sole discretion of the City of Clinton. Any violation of the requirements or other failure to conduct business in a fair and reasonable manner will justify disqualification.

Bid Prices

Towing vehicles to the company's storage facility:

- 1/2-ton and smaller\$ _____
- 3/4-ton to less than 1-ton\$ _____
- 1-ton and larger\$ _____

Outside storage fee:\$ _____ per each 24-hour period

Inside storage fee\$ _____ per each 24-hour period

Winching fee:

- First 30 minutes\$ _____
- Each additional 30-min. period:\$ _____

After-hour access fee\$ _____

Mileage rate (from hook-up to delivery)\$ _____

Other: _____ \$ _____

Other: _____ \$ _____

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

Bids submitted after the deadline will be rejected.

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

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

SIGNATURE

Name/Company: _____

Phone #: _____

Email: _____

By: _____
(Authorized Representative)

Date: _____

RESOLUTION NO. 30-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CLINTON SCHOOL DISTRICT (CSD) FOR A SCHOOL RESOURCE OFFICER.

WHEREAS, City and CSD believe that cooperation is essential in order to maintain a safe and effective learning environment for students and staff; and

WHEREAS, City agrees to provide a Clinton Police Officer to serve as School Resource Officer; and

WHEREAS, CSD agrees to reimburse City as set forth in the MOU;

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

Section 1. The MOU with Clinton School District (Exhibit A) is hereby approved.

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

Read and passed this ___ day of _____, 2024.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CLINTON POLICE DEPARTMENT AND THE CLINTON SCHOOL DISTRICT

A) Purpose

Cooperation between school personnel and law enforcement is essential for maintaining a safe and effective learning environment for students and staff. Through collaboration, the Police Department and the District will strive to ensure a safe and secure school environment designed to maximize effective teaching and learning without fear of violence or intimidation. This purpose of this Memorandum of Understanding (MOU) is to outline the working relationship and shared responsibilities between the personnel of the Police Department and the District in support of this goal.

B) Description of General Duties

Police Department: The School Resource Officer (SRO) will work with school staff to protect the school environment and maintain an atmosphere where teachers feel safe to teach and students feel safe to learn. The SRO will work to maintain a school campus free of illegal drugs, alcohol, violence, weapons and gang activity. The SRO will strive to provide a secure campus facility and will coordinate safety efforts between the District and the Police Department. The SRO will make reasonable efforts to enforce traffic laws surrounding the school area before, during, or after school.

It is the responsibility of the Police Department to respond when a student is suspected of or has been charged with a criminal offense as provided by City Ordinance, State Statute or Federal Law. The SRO will work as a collaborative member of the school's administrative team and will assist in school disciplinary matters when warranted. The SRO shall not take any law enforcement action against any student for violations of school rules only. The SRO's decision to physically engage any student will be based on the totality of the circumstances and the threat posed by the student(s) to persons or property.

The SRO will work within the school setting in the capacity as an instructor of law-related material and as a mentor/resource for students, staff, parents and the community. The SRO will attempt to break down barriers between law enforcement and youth by establishing better communication and understanding about the legal system. The SRO will provide law-related education and crime prevention to students and school staff when requested. The SRO will instruct in the capacity of a "guest speaker" and the regular classroom teacher must be present during the SRO's presentation.

The SRO shall work collaboratively with community agencies which offer assistance to youths and their families such as mental health clinics, drug/alcohol treatment centers, etc. The SRO may make referrals to such agencies acting as a resource to the students, parents, faculty and staff of the District. The SRO shall act as a liaison among law enforcement, the schools and the community.

The Police Department currently provides 1 SRO. The decision as to which officer is assigned to each school will be decided by the Police Department. The Police Department will assign the SRO to work in the schools for a period from approximately one (1) week prior to the start of the school year and approximately one (1) week past the end of the school year.

The District: Students are considered to be under the authority of the District when they are on school property, on school buses, at or near school bus stops, and/or while participating in or attending school sponsored activities conducted on or off school property. The District is responsible for supervising or detaining students for the enforcement of school disciplinary matters. It is the sole prerogative of school officials to impose disciplinary sanctions for infractions of school rules and policies. The SRO should work collaboratively to report any violations of school policy to school administrators. When a school official

has a reasonable suspicion to believe a crime has been committed by a student while under the authority of the District, school officials should notify the SRO or, if an SRO is unavailable, contact Henry County Joint Communications Center. In emergency situations school officials will notify the police via the most expedient manner available which may include calling 911.

All District employees have the responsibility to report to the principal, the SRO, or other designated representative all incidents where the official has a reasonable suspicion that a violation of law occurred. Examples include, but are not limited to, threats or acts of violence; use, possession or distribution of any drug or alcoholic beverage; and possession of any weapon should these violations occur while the student is under the authority of the District. Each suspected incident is to be reported immediately to an appropriate school official as well as the SRO or the Police Department or other appropriate law enforcement agency in accordance with State law, this Memorandum and District policies and procedures. School officials may not enter into any agreement with a student and/or parent/guardian that includes an agreement not to notify law enforcement agencies of a suspected violation of law.

For purposes of the District Policy/Regulation on Video Surveillance, the SRO has been designated as a school official having access to the camera equipment and operations system.

The District may provide the SRO with a secure private office, locking file cabinet, computer capable of running applications owned by the Police Department, desk, chairs, bulletin boards, telephone and cellular phone. The office or office door shall have a window which allows a view into the SROs' office from the interior of the school building.

C) Salaries, Overtime

The City agrees to pay the salaries, benefits and police equipment needs of all SROs.

The District agrees to reimburse the City for one-third (1/3) of the SRO annual salary, as established on August 1 of each year. Reimbursement will be made in ten (10) monthly installments, prior to the last day of each month, August through May.

If a police presence is requested at an after-hours event, the District will be responsible for the cost. This cost will be invoiced at the current rate for special assignment duty through the City of Clinton.

SROs are afforded the rights provided by the Clinton Police Department employee policy manual. This is to include the opportunity to combine meal and work breaks away from their work assignment.

D) Information Sharing

The District understands the confidentiality issues surrounding law enforcement and the Police Department understands the confidentiality issues involving public schools. As such, the parties mutually agree that its employees will not solicit any information, either verbally or in writing, which would place either the District or Police Department in violation of any law, policy and/or procedure of either party.

The parties mutually agree to share information as it pertains to the safety, security, and well-being of students, staff and the school campus as allowed by law and in compliance with all Police Department and District policies and procedures. Information will be disseminated by the Police Department to school district personnel as provided in the law including a list of all drug and alcohol violations committed by District students and supply this list to the District Office. As members of the schools' administrative teams the SRO will be provided training and access to the directory information contained in the District's student management software in compliance with 34 CFR § 99.37.

E) Supervision Responsibility and Chain of Command for the SRO

The District and its employees understand and agree that the SRO assigned to the schools is under the control of the Police Department. The Police Department will determine the work schedule for the SRO. The SRO cannot act in any manner that will be in conflict with any Police Department policy and procedure or Federal, State or any local laws. The SRO is accountable for their actions to the Chief of Police through their chain of command.

The Police Department will supervise the SRO with input from the District. The District agrees to follow and inform their employees to follow the "Chain of Command" established by the Police Department when dealing with the SRO. The "Chain of Command", in order of contact, is as follows:

- 1) SRO
- 2) Detective Sergeant
- 3) Operations Captain
- 4) Chief of Police

The Police Department will provide the District with the names and contact numbers of these above-mentioned individuals.

The Police Department retains full rights to remove any SRO from any school for department purposes, including but not limited to, training, necessary manpower needs, vacation, sick leave, court, meetings and emergency situations. The Police Department will work to minimize the absences of the SRO from their assigned school(s). The Police Department will attempt to provide advance notice to the affected school(s) and District administration when such removal is required. During absences the Police Department will not be required to replace the absent SRO with another Police Officer. To that end, and to ensure a timely response in the event of an emergency, the SROs' RFID access badges will provide them access to every school in the District.

F) Decision-Making Authority Regarding Enforcement of Applicable Laws and Procedures by the SRO

It is understood that the SROs main responsibility is that of a law enforcement officer first and that the SRO will enforce any and all State, local and Federal laws as they deem necessary and/or are required.

When investigating a crime, police department personnel are permitted to interview students while on school grounds while school is in session after notifying a school administrator or designee and making arrangements before interviewing a student. The officer/SRO or school administration/designee shall notify the parents/guardian ahead of time that the interview is to take place and shall invite the parents/guardian to be present. School Administration/designee may be present during the interview if requested to be present by the student or the parents/guardian. School Administration/designee will call the student to the office or other area where the interview is to take place. If the student is 18 years of age, the student may waive notification of their parent/guardian for a police interview.

Emergency cases in which the health, safety, or welfare of a student or property is at stake may require immediate action by the Police Department or SRO and not allow for prior permission of the building principal. It is the obligation of the Police Department to notify school administration as soon as possible in such cases.

Notification of parents/guardians is not required when the police department is investigating child abuse cases as provided by state law. School Administration/designee may be present during an interview for suspected child abuse when requested by the student or parent/guardian.

The SRO may speak with a student without permission of the parent/guardian or principal when that student seeks out the SRO to explain a situation that a student wishes to make known to the SRO. If, in the opinion of the SRO, the information the student provided requires parental involvement, the SRO will advise the principal and notify the parent.

G) Juvenile Justice

In order to provide the students of the District with services that are appropriate to their circumstances the Police Department will adhere to the principles established by current best practices in juvenile justice. The District and the SRO will work together to ensure the maintenance of a safe and effective learning environment while keeping students in school. Generally, no police report will be generated for a fourth degree assault case (RSMo 565.056). Cases of fourth degree assault will be handled by the District, in accordance with their disciplinary plan. At their discretion, the SRO may generate a report for fourth degree assault in instances of persistent offenders. In minor cases such as theft, intentional damage to property of \$400.00 or less, underage possession/consumption of alcohol and truancy the SRO will handle the legal portion by issuing a citation as directed by state law. The District may take whatever action is warranted under its progressive discipline plan, but minor offenses will not immediately result in the removal of a student from a school by the SRO. Barring any aggravating circumstances, offenses such as disturbance of school, disorderly conduct, disturbing the peace or misdemeanor drug possession will not result in a student being removed from the school. The SRO will weigh the totality of the circumstances including the nature of the risk posed by the student to him/herself and the potential risk to the school in cooperation with a school's administration when determining if a student should be removed from the building.

H) Desired Outcomes

The goals and objectives of this partnership between the Police Department and the District are to maintain and enhance a close working relationship with shared responsibilities. Through collaboration, these entities will attempt to ensure a safe, secure, drug and violence free school environment designed to maximize effective teaching and learning, without fear of violence or intimidation. These objectives will be met with consideration given to the interest of protecting the community while protecting the rights of the individual.

Meetings between school officials and law enforcement will be held as needed or upon request by either party to ensure the effectiveness of this agreement.

I) Terms and Conditions

1. This MOU is entered into this _____ day of _____, 2024, by and between the School District and the Police Department.
2. This MOU shall become effective upon the date first written above and shall remain in effect for a period of three (3) years unless sooner terminated by either party hereto.
3. This MOU may be terminated by either party with (30) days prior written notice.
4. This MOU may not be modified or amended except in writing, which writing shall be expressly identified as part of this MOU and which shall be signed by the parties hereto.
5. In the event that any court of competent jurisdiction shall hold any provision of this MOU unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

6. All other prior discussions, communications and representations concerning the subject matter of this MOU are superseded by the terms of this MOU, and except as specifically provided for herein, this MOU constitutes the entire agreement with respect to the subject matter hereof.
7. Nothing in this MOU is intended to benefit any third party or create any rights in a third party and the same is specifically disclaimed.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS.

CITY OF CLINTON

CLINTON SCHOOL DISTRICT

Christina A. Maggi, City Administrator

Daniel Brungardt, Superintendent

2024-25 Vehicle Purchase

Dodge Durango Police Vehicle -	\$41,581.00
Internal equipment 911 Custom -	\$12,621.00
Wrap (KC Custom Sign) -	\$(1,500.00) estimate has not arrived at this time
Stop Stick -	\$523.33
Radar -	\$2,590.25
<hr/>	
Per Car -	\$58,815.58
Total X 3	\$176,446.74

(Budget \$175,863.00)

Quote Number 00013072



Prepared By Stacey Stillwell
Email sstillwell@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
Lenexa, KS 66214
USA
Created Date 10/10/2024
Expiration Date 1/10/2025

Quote To:

Name Captain John Scott Ship To Name CLINTON POLICE DEPT
Bill To Name CLINTON POLICE DEPT Ship To 101 E OHIO ST
Bill To 101 E OHIO ST CLINTON, MO 64735-2131
CLINTON, MO 64735-2131 USA
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
3003	3.00	Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork	\$2,590.25	\$7,770.75

Totals

Subtotal	\$7,770.75
Shipping and Handling	\$0.00
Total Amount	\$7,770.75

- * Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.
- * Massachusetts State Procurement Contract. (OPEN CONTRACT)
- * 3-Year Standard Warranty Included.
- * Shipping & Handling Included.

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____

LANDMARK DODGE CHRYSLER JEEP
1900 S NOLAND RD
INDEPENDENCE, MO 640551316

Configuration Preview

Date Printed: 2024-10-08 3:40 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 01X3J Clinton MO Police Department
FAN 2:
Client Code:
Bid Number: TB5073
PO Number:

Sold to:
 LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Ship to:
 LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Vehicle: 2025 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,940
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LNF	Black Left LED Spot Lamp	750
	ADL	Skid Plate Group	370
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB5073	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595
Total Price:			46,655

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

USA

Your cost \$ 41,581.00
 Thanks

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Estimate



911 Custom

15665 S Keeler St
 Olathe, KS 66062
 Phone: 913-390-8540
 Email: sales@911custom.com

Order #	Date
56721	04/25/2024



Bill To:
Clinton PD - MO Clinton PD - MO 101 E. Ohio St. Clinton, MO 64735

Ship To:
Clinton PD - MO Clinton PD - MO 101 E. Ohio St. Clinton, MO 64735

Customer: Clinton PD - MO

Contact: Clinton PD - MO

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Gavin	Net 30	Origin	INSTALL HERE		04/25/2024

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	W-BB8DEDE	LIBERTY II DUO WCX 48" D/E/D/E	\$3,013.00	1.00 ea	\$ 3,013.00
2	Sale	W-STPKT85BLK	Durango / 2011-2020 / 48"-50"	\$0.00	1.00 ea	\$ 0.00
3	Sale	W-C399	CENCOM CORE WCX CONTROL CENTER	\$0.00	1.00 ea	\$ 0.00
4	Sale	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	\$0.00	1.00 ea	\$ 0.00
5	Sale	W-C399K3	OBDII CANPORT KIT DODGE	\$0.00	1.00 ea	\$ 0.00
6	Sale	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	\$0.00	1.00 ea	\$ 0.00
7	Sale	W-SAK54CM	DUAL SA-315 MT KIT 13+ DURANGO	\$0.00	1.00 ea	\$ 0.00
8	Sale	W-CV2V	CORE VEHICLE-TO-VEHICLE SYNC MODULE	\$0.00	1.00 ea	\$ 0.00
9	Sale	W-CHWLDD36	WCX LOW FREQ SIREN AMP DURANGO	\$424.00	1.00 ea	\$ 424.00
10	Sale	W-SSFPOS	SOLID STATE HEADLIGHT FLASHER	\$58.00	1.00 ea	\$ 58.00
11	Sale	W-SSF5150D	SOLID STATE BRAKE LT. FLASHER	\$79.00	1.00 ea	\$ 79.00
12	Sale	H-C-VS-2300-DUR	Vehicle-Specific 23" Console for 2021 Dodge Durango	\$397.00	1.00 ea	\$ 397.00
13	Sale	H-CUP2-1001	Internal cup holders	\$46.00	1.00 ea	\$ 46.00
14	Sale	H-C-ARM-102	Side mount armrest	\$64.00	1.00 ea	\$ 64.00
15	Sale	H-C-MCB	Mic clip bracket	\$13.00	2.00 ea	\$ 26.00
16	Sale	H-C-MD-317	Heavy-Duty Display & Motion Device	\$343.00	1.00 ea	\$ 343.00
17	Sale	H-UT-2006	Havis Rugged Cradle for Microsoft Surface Pro 3, 4 or 5 (with or without UAG Case)	\$211.00	1.00 ea	\$ 211.00
18	Sale	H-C-3329-UNV	Keyboard mounting plate for Multi devices	\$163.00	1.00 ea	\$ 163.00
19	Sale	H-C-HDM-214	8.5" Heavy-Duty Telescoping Pole, side mount	\$126.00	1.00 ea	\$ 126.00
20	Sale	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT	\$37.00	2.00 ea	\$ 74.00
21	Sale	S-PK1126DUR11	2011 - 2021 Dodge Durango - #10XL C Horizontal Sliding Window, Coated Polycarbonate, With Expanded Metal Window Security Screen, XL Panel Partition	\$751.00	1.00 ea	\$ 751.00

Estimate



911 Custom

15665 S Keeler St
 Olathe, KS 66062
 Phone: 913-390-8540
 Email: sales@911custom.com

Order #	Date
56721	04/25/2024



Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
22	Sale	S-QK0635DUR11	2011 - 2021 Dodge Durango - Full REPLACEMENT Transport Seat, TPO Plastic, With Center Pull Seat Belts, *INCLUDES REQUIRED;,-#12VS Stationary Window Vinyl Coated Expanded Metal Cargo Partition, *Seat Belt Retractors Pre-Installed to Save 30 Minutes	\$1,096.00	1.00 ea	\$ 1,096.00
23	Sale	S-WK1491DUR11T	2011 - 2021 Dodge Durango - Window Barrier , Polycarbonate Tinted, *FOR USE WITH;,-Stock Door Panels, - SETINA TPO Door Panels	\$275.00	1.00 ea	\$ 275.00
24	Sale	S-GK10342UHK	Do Not Use - 2 Universal Locks with Double T-Rail with Cuff Key Override	\$406.00	1.00 ea	\$ 406.00
25	Sale	S-TK0249DUR11	CARGO TRAY SINGLE DECK 11-23 DURANGO PURSUIT / SSV	\$351.00	1.00 ea	\$ 351.00
26	Sale	TT-T72211B	TACTICAL DRIVER'S SEAT COVER FOR DODGE DURANGO SSV	\$200.00	1.00 ea	\$ 200.00
27	Sale	WAY-48895	100A PUSH TRIP RESET 1/4" STUD SURFACE S X S CIRCUIT BREAKER	\$31.00	1.00 ea	\$ 31.00
28	Sale	WAY-75411	Relay Standard 12V Spdt 40/20 Amp 5 Terminals, Bracket	\$7.00	1.00 ea	\$ 7.00
29	Sale	MP-WIREHARNESS	CUSTOM WIRING HARNESS	\$225.00	1.00 ea	\$ 225.00
30	Sale	MP-FUSEPACK	Fuse Pack for Installations	\$165.00	1.00 ea	\$ 165.00
31	Shipping	Shipping and Handling	Shipping and Handling	\$795.00	1.00 ea	\$ 795.00
32	Sale	Labor - Installation	911 Custom - Installation Services	\$3,295.00	1.00 hr	\$ 3,295.00

Subtotal:	\$12,621.00
Sales Tax:	\$0.00
Total:	\$12,621.00
Paid:	\$0.00
Balance Due:	\$12,621.00

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval: _____ Date: _____



Quotation

Quote Number 2024-33091
Terms Net 30 Days
Date 10/10/2024
Sales Person Spencer Gingras
Valid Until 11/09/2024
Shipping Fedex
Contract Number
Cooperative

Ship To: John Scott, Clinton Police Department [MO], 101 E. Ohio St, Clinton, MO 64735, United States, 660-885-2679, j.scott@clintonmopd.com
Bill To: John Scott, Clinton Police Department [MO], 101 E. Ohio St, Clinton, MO 64735, United States, 660-885-2679, j.scott@clintonmopd.com

Table with 5 columns: #, Qty., Product, Item Code, Unit Price, Ext. Price. Row 1: 1, 3, 9' Stop Stick Kit wTray - Black, S3012K, \$ 505.00, \$ 1,515.00

Quotation Totals

Currency: US Dollar
Subtotal: \$ 1,515.00
Shipping Provider: Fedex
Shipping: \$ 55.00
Total: \$ 1,570.00

Quotation Accepted By

Quote Number 2024-33091
P.O. Number
Tax Exempt # 12487660
Print Name
Title
Signature
Date



816.388.9520
Info@kccustomsigns.com
20215 S. State Route Y Belton, Mo 64012

DATE: 10.9.24
CUSTOMER: Clinton PD
ATTN: John Scott
EMAIL: j.scott@clintonmopd.com
PHONE: (660) 885-2679
CUSTOMER ADDRESS:

PROJECT: 2025 DODGE DURANGO INTERCEPTOR GRAPHICS

SIGN DESCRIPTION	UNIT PRICE	QTY	TOTAL
2025 DODGE DURANGO GRAPHICS	\$1,050.00EA	1	\$1,050.00
INSTALLATION AT KCCS	\$440.00EA	1	\$440.00
ESTIMATED TOTAL JOB COST \$1,490.00 +TAX IF APPLICABLE			

2025 DODGE DURANGO GRAPHICS	\$952.50EA	3	\$2,857.50
INSTALLATION AT KCCS	\$440.00EA	3	\$1,320.00
ESTIMATED TOTAL JOB COST \$4,177.50 +TAX IF APPLICABLE			

50% DEPOSIT REQUIRED TO BEGIN DRAWINGS AND PRODUCTION 4-8 WEEK LEAD TIME FROM DEPOSIT DATE
QUOTES ARE EFFECTIVE FOR 45 DAYS AND ONLY VALID FOR THE SPECIFICATIONS DISCUSSED

Thank you,

Mike Kuzmich
Michael Kuzmich
Founder and CEO
www.kccustomsigns.com



City of
Clinton
MISSOURI

FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, October 15, 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: _____

NO MEETING

RESOLUTION NO. 26-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING A MEMORANDUM OF AGREEMENT AMONG THE U.S. ARMY CORPS OF ENGINEERS, THE MISSOURI HISTORIC PRESERVATION OFFICE, THE OSAGE NATION, AND THE CITY OF CLINTON REGARDING THE TRANSFER OF FEDERAL FEE-TITLE LAND AT HARRY S. TRUMAN LAKE TO THE CITY OF CLINTON.

WHEREAS, the U.S. Army Corps of Engineers (USACE), Kansas City District, plans to convey excess fee-owned tracts, totaling 178 acres, out of federal ownership to the City of Clinton, as part of Congress's Water Resource Development Act of 2020; and

WHEREAS, USACE has consulted with the City of Clinton regarding the effects of this undertaking on historic properties and the City of Clinton agrees to be bound by this agreement as a signatory;

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

Section 1. The Memorandum of Agreement with USACE, Missouri Historic Preservation Office and the Osage Nation is hereby approved.

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

Read and passed this ____ day of October, 2024.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

MEMORANDUM OF AGREEMENT AMONG
THE U.S. ARMY CORPS OF ENGINEERS,
THE MISSOURI HISTORIC PRESERVATION OFFICE,
THE OSAGE NATION, AND
THE CITY OF CLINTON

REGARDING RESOLUTION OF ADVERSE EFFECTS TO ARCHEOLOGICAL SITES
23HE1965 AND 23HE1966 RESULTING FROM TRANSFER OF FEE-TITLE LAND AT
HARRY S. TRUMAN LAKE TO THE CITY OF CLINTON IN HENRY COUNTY, MISSOURI

WHEREAS, the U.S. Army Corps of Engineers (USACE), Kansas City District, plans to convey excess fee-owned tracts, totaling 178 acres, out of federal ownership to the City of Clinton (undertaking), as part of Congress's Water Resource Development Act of 2020; and

WHEREAS, the undertaking consists of the USACE's proposal to convey the excess tracts out of federal ownership to the City of Clinton (Attachment 1); and

WHEREAS, USACE has defined the undertaking's area of potential effects (APE) as the entire 178 acres (Attachment 2); and

WHEREAS, USACE has determined that the undertaking will have an adverse effect (the conveyance out of federal ownership constitutes the adverse effect) to sites 23HE1965 and 23HE1966 (Attachment 3), which have been determined eligible for listing in the National Register of Historic Places (NRHP); and has consulted with the Missouri State Historic Preservation Office (SHPO) in a letter dated August 21, 2023, pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, USACE has invited The Osage Nation, Kaw Nation, Omaha Tribe, Ponca Tribe of Nebraska, and Ponca Tribe of Oklahoma to participate as an invited signatory herein by letter dated August 23, 2013. The Osage Nation agreed to participate as an invited signatory in a letter dated November 8, 2023 and the other tribes have declined to participate in this MOA; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), USACE has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and the ACHP has declined to participate in a letter dated January 11, 2024; and

WHEREAS, USACE has consulted with the City of Clinton regarding the effects of this undertaking on historic properties and the City of Clinton agrees to be bound by this agreement as a signatory.

WHEREAS, USACE posted public notices of the undertaking on the USACE website from August 27 to September 30. The City of Clinton posted the notice on the City of Clinton's Facebook page from September 10 to 30 and in the local newspaper, the *Clinton Daily Democrat*, on September 12, 2024; and no additional parties wished to participate in this MOA.

1

- ii. all comments received on the draft are addressed and corrections made prior to submission of the final report.
 - iii. The City of Clinton may consider all data recovery commitments complete and construction activity may occur within the site boundaries of both 23HE1965 and 23HE1966. The site shall not be destroyed or altered until USACE has informed the City of Clinton in writing that field work required for the draft final report is sufficient and completed.
- I. Artifacts and records will be returned to USACE, Kansas City, for curation. USACE will retain ownership of the artifacts.

II) DURATION

This MOA will expire if its terms are not completed as outlined in Section I within five (5) years from the date of its execution. Prior to such time, USACE may consult with the signatories and invited signatories to reconsider the terms of the MOA and amend in accordance with Stipulation VI below.

III) POST-REVIEW DISCOVERIES

If human remains or items of religious and cultural importance are encountered during field investigations or laboratory work, the Plan of Action (Attachment 5) will be followed.

IV) MONITORING AND REPORTING

Every six months following the execution of this MOA until it expires or is terminated, USACE shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in USACE's efforts to carry out the terms of this MOA.

V) DISPUTE RESOLUTION

Should any signatory or invited signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, USACE shall consult with such party to resolve the objection. If USACE determines that such objection cannot be resolved, USACE will:

- A. Forward all documentation relevant to the dispute, including the USACE's proposed resolution, to the ACHP. The ACHP shall provide USACE with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USACE shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories and invited signatories, and provide them with a copy of this written response. USACE will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day

3

NOW, THEREFORE, USACE, the SHPO, The Osage Nation, and the City of Clinton agree that the undertaking shall be implemented in accordance with the following stipulations in order to consider the adverse effect of the undertaking on the historic properties.

STIPULATIONS

USACE shall ensure that the following stipulations are carried out:

- I) Data Recovery of Archeological Sites 23HE1965 and 23HE1966
 - A. USACE, in consultation with the SHPO and The Osage Nation, has drafted data recovery plans entitled "Data Recovery Plans for 23HE1965 (Deer Creek Site) and 23HE1966 (Hilltop Site)" (Attachment 4).
 - i. The City of Clinton shall fund the implementation of the final approved data recovery plan prior to adversely affecting the sites. The City shall submit a request for proposal, screen the proposals, hire the contractor, and fund the fieldwork, laboratory work, and creation of a management summary and final report of findings. The City will manage access to the sites for the contractors.
 - ii. USACE shall ensure that the data recovery plans include appropriate provisions for field work, analyses, reporting, curation of recovered materials and records, and ongoing consultation with signatories and invited signatories to this MOA.
 - B. Data recovery activities shall be consistent with the *Secretary of the Interior's Standards and Guidelines for Identification and Evaluation* (NPS n.d.) and consider account the Council's publication *Treatment of Archaeological Properties* (ACHP 1980).
 - C. The data recovery plan will be carried out by archaeologists that meet, at a minimum, the Secretary of Interior's Professional Qualifications Standards (48 FR 44738-39).
 - D. The time frame for accomplishing the tasks is included in the Scope of Work.
 - E. At the end of the fieldwork phase of the data recovery plan the City of Clinton shall submit a management summary of the findings to USACE who will provide a copy to SHPO and The Osage Nation for review and comment to determine if the data recovery has been completed.
 - F. Upon concurrence and acceptance of the findings of the management summary report by USACE, SHPO, and The Osage Nation, the open excavations may be closed and the City may backfill the excavations.
 - G. After completion of the approved final field work, the City of Clinton will submit a draft data recovery report in digital format documenting the results of the work conducted under the data recovery plan to USACE who will provide a copy to SHPO and The Osage Nation for a review and comment. Upon receipt of the comments, the contractor will address the comments and produce the final report.
 - H. The City of Clinton will provide the final report to USACE in a digital format. USACE will provide a digital copy to SHPO and The Osage Nation, and ensure that
 - i. the report shall comport with the Department of the Interior's Format Standards for Final Reports of Data Recovery (42 FR 5377-79).

2

time period, USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USACE shall prepare a written response that considers any timely comments regarding the dispute from the signatories and invited signatories to the MOA and provide them and the ACHP with a copy of such written response.

- C. Triggering of this dispute resolution system shall not have an effect on USACE or other signatory or invited signatory's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

VI) AMENDMENTS

Any signatory or invited signatory to this agreement may propose to USACE that the agreement be amended, whereupon USACE shall consult with signatories or invited signatories to this agreement to consider such an amendment. This MOA will be amended when such an amendment is agreed to in writing by all signatories. The amendment will go into effect on the date of the last signature execution from signatories.

VII) ANTI-DEFICIENCY ACT.

USACE's obligations under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the controlling provisions of the Anti-Deficiency Act. USACE shall make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs USACE's ability to implement the stipulations of this agreement, USACE shall consult in accordance with the amendment and termination procedures found at Stipulation IX of this agreement.

VIII) EMERGENCY SITUATIONS

Should an emergency occur which poses an imminent threat to public health or safety, or creates a hazardous condition, The City of Clinton will inform USACE, who shall notify the SHPO, and the Osage Nation, of the condition which has initiated the situation within seven (7) calendar days of the occurrence and the measures taken to respond to the emergency or hazardous condition. Should the SHPO or the Osage Nation wish to provide technical assistance to USACE, they shall submit comments within seven (7) calendar days from notification, if the nature of the emergency or hazardous condition allows for such coordination.

IX) TERMINATION

- A. If any signatory or invited signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories and invited signatories to attempt to develop an amendment per Stipulation VI, above. If after thirty (30) days (or another time period agreed to in writing by all signatories and invited signatories) an amendment cannot be reached, any signatory or invited signatory may terminate the MOA upon written notification to the other signatories and invited signatories. Once Section IX is triggered, all work on the undertaking must be suspended pending resolution under the terms of this MOA.

4

Once the MOA is terminated, and prior to work recommencing on the undertaking, USACB must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, consider, and respond to the comments of the ACHP under 36 CFR § 800.7. USACE shall notify the signatories and invited signatories the course of action it will pursue.

X) SEVERABILITY

Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect.

XI) EXECUTION OF THIS MOA

Execution by USACE, SHPO, The Osage Nation, and the City of Clinton and implementation of its terms is evidence that USACE has considered the effects of this undertaking on historic properties and afforded the ACHP a reasonable opportunity to comment.

XII) ELECTRONIC SIGNATURE

Each party agrees a person may execute this document by electronic symbol or process attached to or logically associated with the document, with an intent to sign the document and by a method that must include a feature to verify the identity of the signer and the authenticity of the document, commonly referred to as verified electronic signature. Each party further agrees to accept in-person signature with ink for such party who agrees but does not wish to or have access to adequate technology to sign electronically.

XIII) IMPLEMENTATION

- A. This document may be signed in two or more parts, each of which shall be deemed an original for all purposes, and all of which shall be considered one and the same agreement so long as Sections XI & XII are fulfilled.
- B. This MOA shall become effective within the applicable state on the date of signature, whichever is latest, by the USACE, SHPO, and The Osage Nation.
- C. The USACE shall ensure each consulting party is provided with a complete copy of the final MOA.
- D. USACE shall submit an executed copy of this MOA and supporting documentation, pursuant to 36 CFR 800.11(f), to the ACHP prior to approving the undertaking.

ACHP 1980. *Treatment of Archeological Properties: A Handbook*. Available online at <https://www.acbp.gov/digital-library-section-106-landing/treatment-archeological-properties-handbook-1980>

NPS n.d. *Series: Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*. Available online at <https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FF26496394>

**MEMORANDUM OF AGREEMENT AMONG
THE U.S. ARMY CORPS OF ENGINEERS,
THE MISSOURI HISTORIC PRESERVATION OFFICE,
THE OSAGE NATION, AND
THE CITY OF CLINTON**

**REGARDING RESOLUTION OF ADVERSE EFFECTS TO ARCHEOLOGICAL SITES
23HE1965 AND 23HE1966 RESULTING FROM TRANSFER OF FEE-TITLE LAND AT
HARRY S. TRUMAN LAKE TO THE CITY OF CLINTON IN HENRY COUNTY, MISSOURI**

SIGNATORY

U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT

Date: _____

Andrew Niewohner
Colonel, Corps of Engineers
District Commander

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SIGNATORY

MISSOURI STATE HISTORIC PRESERVATION OFFICER

Date: _____

Mr. Brian Stith
Interim Director and Deputy State Historic Preservation Officer

SIGNATORY

CITY OF CLINTON, MO

Date: _____

Christina A. Maggi
City Administrator

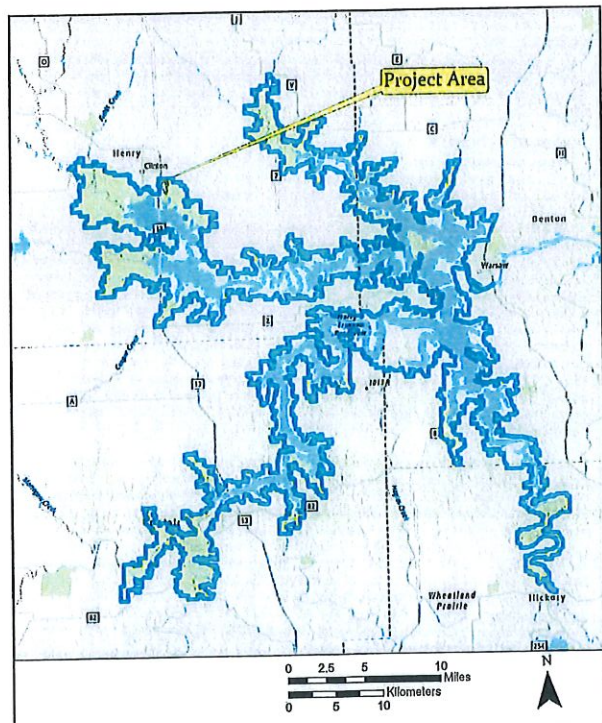
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INVITED SIGNATORY
 THE OSAGE NATION

Date: _____

Dr. Andrea Hunter
 Tribal Historic Preservation Officer



Attachment 1. Boundary USACE property at Truman Lake, Missouri showing location of the Excess Tracts project.

List of Attachments

- Attachment 1. Boundary USACE property at Truman Lake, Missouri showing location of the Excess Tracts project.
- Attachment 2. Project area (yellow polygon) within the Harry S Truman fee-owned boundary (blue polygon).
- Attachment 3. Excess tracts to be conveyed (pink polygon) and identified sites, with arrows at NRHP-eligible sites.
- Attachment 4. Data Recovery Plans for 23HE1965 (Deer Creek Site) and 23HE1966 (Hilltop Site).
- Attachment 5. Cultural Context and Research Questions.
- Attachment 6. Survey and Testing Report (Powell 2023)
- Attachment 7. Treatment of Human Remains and Items of Religious and Cultural Importance



Attachment 2. Project area (yellow polygon) within the Harry S Truman fee-owned boundary (blue polygon).

Attachment 4. Scope of Work, Data Recovery 23HE1965 (Deer Creek Site) and 23HE1966 (Hilltop Site)

PROJECT BACKGROUND

The United States Army Corps of Engineers, Kansas City District (USACE) plans to convey excess fee-owned tracts, totaling 178 acres, from Harry S. Truman Lake (Figure 1) to the City of Clinton (undertaking). Pursuant to the 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), intensive survey of the entire 178 acres identified two historic properties: 23HE1965 (Deer Creek Site) and 23HE1966 (Hilltop Site), Figure 2.

Consultation with The Osage Nation, the City of Clinton (City), and the Missouri State Historic Preservation Office (SHPO) February 9, 2024 resulted in the decision to perform data recovery investigations at the two sites to mitigate the adverse effect of conveyance from federal ownership to the City of Clinton, so there will be no additional Section 106 requirements going forward.

These two sites are very different and will require different efforts to mitigate the adverse effect of the conveyance. Site 23HE1965 is in the woods southeast of the city's brush drop-off area. Site 23HE1966 is in a row crop field north of the brush drop-off area.

SCOPE OF WORK TO MITIGATE SITES 23HE1965 AND 1966

The purpose of this Scope of Work is to direct professional investigations at the two archeological sites and prepare a summary report of the results of those investigations. Research questions and a cultural context is included in Attachment 5.

SITE BACKGROUND

23HE1965

When first discovered in the spring of 2023, the site was identified as a rock art site in the woods (Powell 2023). Consultation with The Osage Nation's Tribal Historic Preservation Officer, Dr. Andrea Hunter, corrected the identification as a nutting stone findspot. The site is located on the shoulder of the slope leading down the Deer Creek floodplain (Figure 3). Two small slabs of sandstone with carved cups and lines were found on a small flat area in front of a short outcrop of vertical sandstone. It was thought at the time of discovery that the slabs had eroded from the outcrop and that additional art could be present on the outcrop. It should be noted that a handheld Garmin GPS unit was used for the initial survey and is only accurate +/- 3 m, so locations are not exact.

23HE1966

The Hilltop site is a pre-contact site discovered via shovel testing the highest part of the project area (Figure 4). Only one flake was found on the surface. Shovel testing showed that the site is approximately 85 m (e-w) and 40 m (n-s) and that artifacts were not present until 30 cm below surface (smb), which is a fairly unusual situation in an upland Ozarks site. The Clinton County Natural Resources Conservation

1

The surface of the site will be cleared of leaves and loose material to search for additional cultural material. Additional shovel tests will be excavated at 5-m intervals to better define the site boundary. Two 1-x-1-m test units shall be excavated at the site—one above the outcrop and one where the slabs are located—to determine if any additional evidence for occupation is present. Shovel tests and test units will be excavated in 10-cm levels until sterile soil or bedrock is reached. Sediments will be screened through ¼-inch mesh. Fieldwork will be complete if no intact cultural deposits are discovered. If intact cultural deposits are discovered, then additional investigations will be needed to mitigate them. The two slabs and any other artifacts will be collected, the loose soil and debris removed from them, and photographed with a scale prior to return to USACE for curation.

23HE1966

The most efficient way to mitigate site 23HE1966 will be to mechanically strip the "A (redeposited A horizon) and Ap/A sediments to search for features. The contact between the A and B horizons is readily observable given the color change (Figure 6). Shovel skimming of the exposed surface into the top few centimeters of the B horizon should show any preserved features. The stripping should start at the previous test units and extend 10 m in all directions in manageable units, such as 5-m squares. Additional stripping beyond any discovered features or intact deposits will continue until none have been found for 10 meters. Test Unit 1 is at approximately 38.355, -93.745 and Test Unit 2 is at approximately 38.746, -93.746, WGS 1984. The Bad BH GPS we used to map in the southwest corners of the test units seemed to be accurate within 20 cm.

Diagnostic artifacts, if not associated with features, should be GPS mapped and collected. Diagnostic artifacts, if found in the backfill or out of place, should be collected and marked accordingly. Features, if observed, should be GPS-mapped, plan mapped, photographed, bisected, the first half excavated in 10-cm levels, profiled, and fully excavated by stratigraphic unit (if observed), with records and notes on standardized forms. Soil samples for flotation should be removed (into new, unused bags) from the second half, especially if carbon-rich sediments are observed. Carbon samples for dating should be collected and the best five submitted for C-14 dating. Up to 10 cubic meters shall be hand-excavated in the serged area. Justification for no or very low volumes of hand-excavation must be provided.

A permanent datum (rebar) should be installed at the tree line southeast of the site and an overall map of the site, including the extent of the stripped area, should be created using submeter GPS methods. Fieldwork will be complete if 10 m of sterile stripped ground is found beyond any intact feature or deposits and all of the features have been fully mapped and excavated.

ARTIFACT TREATMENT

Artifacts will be collected, washed, and analyzed per standard archeological methods used in the Midwest. Fire-cracked rock will not be curated but can be analyzed, weighed, and discarded. Chipped stone shall be washed except where residues are obvious. Chert type, debitage type, and stone tool morphology shall be analyzed and interpreted. Other artifact categories, such as historic artifacts, pottery, animal bone, pigment, etc., will be treated per standard archeological methods. Artifacts will be bagged and tagged and returned to USACE for curation. Flotation samples shall be processed via flotation and analyzed, if possible. If questions about any particular artifact, or class of artifact, arise, the Contractor should contact one of the Technical POCs listed below.

3

Service soil scientist, Mark Abney, observed the shovel test stratigraphy and noted that the upper 10 cm of the B horizon in the site area had been redeposited from somewhere else, perhaps sediments eroded to the bottom of the field, which explained the deeper-than-normal artifact distribution.

Two test units were excavated in the center of the site where the highest density of artifacts were found. A fire-cracked rock feature was defined at 32 cmbs in Test Unit 2 (Figure 5) and resembles similar features found at nearby site 23HE114 (Roper 1992), where Early-Middle Archaic artifacts were found. No diagnostic artifacts or charcoal was found in the two test units at 23HE1966, but it is conceivable that the feature dates to the Archaic period given the depth. Because of the potential for intact features below the plowzone, the site was determined eligible for the NRHP.

A copy of the 2023 survey report will be attached to this SOW, Attachment 6.

PRE-WORK MEETING

A pre-work meeting shall be held with the technical points of contact (POCs) a minimum of five working days prior to initiation of field work. The archeological consultant shall be prepared to provide a fieldwork schedule at this time and qualifications of the archeologists conducting the field work. Coordination with USACE archeologists, Harry S. Truman Lake staff, the City, and various tenant activities is critical to the fieldwork schedule, and the contractor should maintain some flexibility of dates. The contractor shall also be prepared to discuss any background information or logistical support required from USACE and the City and ask any questions relevant to the remaining tasks identified below.

ARCHEOLOGICAL FIELDWORK

The contractor shall begin field work no later than 60 days after award and include the work described below. Field work shall be completed within 150 days of Task Order award.

The City of Clinton shall ensure that all archeological investigations will be carried out by or under the direct in the field supervision of appropriate professional(s) or by contractors who meet, at a minimum, the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* (48 FR 44716, September 29, 1983).

Geospatial technologies will be used to record all cultural resource information for this task order. The consulting archeologist will collect and provide all geospatial data related to this project in an ArcMap 10.1 compatible format. Field information will be collected using, at minimum, submeter accurate GPS units. If the GPS units do not use real-time correction, GPS information will require post-processing differential correction. Deliverable GPS data will be in ESRI Shapefile format containing all the required features and associated attributes to meet the USACE requirements.

23HE1965

The sandstone outcrop is covered with moss that should be removed to search for additional markings. The least-effort and least-damaging method would be to cover the outcrop with black plastic to kill the moss (which USACE archeologists did in spring 2024) so it can be removed with non-metal tools, like a wooden spatula. However, alternate methods can be suggested. Any additional marking will be documented with photography, measurements, and drawings.

2

NAGERA

If human remains, funerary objects, sacred objects, or objects of cultural patrimony are encountered during project field investigations or laboratory work or during construction activities, the steps in Attachment 7, the Treatment of Human Remains and Items of Religious and Cultural Importance, will be followed.

REPORT REQUIREMENTS

Management Summary: Upon completion of the data recovery fieldwork, the contractor and the City will submit a management summary of the findings to USACE and SHPO and The Osage Nation for a review and comment period of 10 calendar days to determine if the data recovery has been completed.

Draft Summary Report: The contractor shall provide a draft summary report to the City and USACE within 210 days of contract award. The consulting archeologists shall ensure that the draft report is complete and free of editorial mistakes. This draft report shall include an introduction, brief statement of the environmental setting for the project, a chapter discussing the prehistoric and historic context for the project area (to include discussion of previous archeological surveys and sites recorded), a description of the fieldwork methodology, a chapter detailing the results of the data recovery for the two sites, and a general summary and recommendations chapter. The report shall contain clear and concise maps and pictures throughout that support the narrative. Specifically, there shall be maps in the report that clearly show the individual boundaries of the cleared or mechanically stripped areas, features, diagnostic artifacts, and any changes in site boundaries. The report shall also contain an appendix which includes updated State of Missouri site forms. The site forms shall be final and accepted by the state. USACE will provide a copy of the draft report to SHPO and the Osage Nation for a 30-working day review and comment period.

Final Summary Report: Upon receipt of the USACE, SHPO, The Osage Nation, and the City's comments on the draft report the contractor shall address any requested edits and changes in the final report. Any changes not made should be discussed with the technical POCs before moving on. Within 30 working days of receipt of the comments (or not later than 288 days after award) the contractor shall provide USACE with five bound copies of the final report. The final deliverable shall include one copy of the final report in both word and .pdf format (deliverable on a DVD or electronically). Data shall also include all artifact analysis data and GIS data in an ArcMap 10.1-compatible format. GIS data should include, but need not be limited to, locations for all test units, artifact concentrations, limits of mechanical stripping, location data for any artifacts discovered, and updated boundary data for sites. Finally, all field notes and artifacts should be placed into appropriate containers (folders, boxes, bags, etc.), per the standards set forth in 36 C.F.R. Part 79) and appropriately labeled for long-term storage, and mailed back to USACE with the final deliverable.

4

PERIOD OF PERFORMANCE/DELIVERABLES AND SCHEDULE: The period of performance for this project will commence from time of award through September 30, 2025.

The project will meet the following milestones:

Task	Milestones (after award)
Pre-Work Meeting	15 days
Archaeological Fieldwork	150 days
Management Summary	160
Draft Summary Report	210 days
Final Report	288 days

TECHNICAL POCs

Timothy M. Meade, Archeologist/Tribal Liaison
 635 Federal Building
 601 E. 12th Street
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 Timothy.M.Meade@usaco.army.mil
 816-389-3138

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NAGPRA POCs

The Osage Nation Primary Point of Contact:
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 ahunter@osagenation-nsn.gov
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 Osage Nation Tribal Historic Preservation Office
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 Pawhuska, OK 74056
 sodonnell@osagenation-nsn.gov
 918-287-5522

Scope of Work Figures

REFERENCES

Powell, Gina S.
 2023 Archaeological Survey and National Register of Historic Places Eligibility Testing at Tracts to be Conveyed to the City of Clinton per Water Resources Development Act 2020, Harry S Truman Lake, Henry County, Missouri. Report on file, United States Army Corps of Engineers, Kansas City District.

Roper, Donna C.
 1992 Test Excavations at Twenty-Eight Sites to Determine Eligibility for the National Register of Historic Places. Report on file, United States Army Corps of Engineers, Kansas City District.

LIST OF FIGURES

- Figure 1. Location of project area at Harry S Truman Reservoir.
- Figure 2. Location of sites 23HE1965 (southern site in the woods) and 23HE1966 (northern site in the field) near the City of Clinton Wastewater Treatment Plant.
- Figure 3. Lidar image showing relevant features at site 23HE1965.
- Figure 4. Topographic map showing 23HE1966 with positive (red) and negative (green) shovel tests and locations of test units. Orange circles were where artifacts were found only in the plowzone or above.
- Figure 5. Fire-cracked rock Feature 1 at the 32 cmbs floor in TU 2.
- Figure 6. East wall profile of TU 1 (0-60 cmbd).

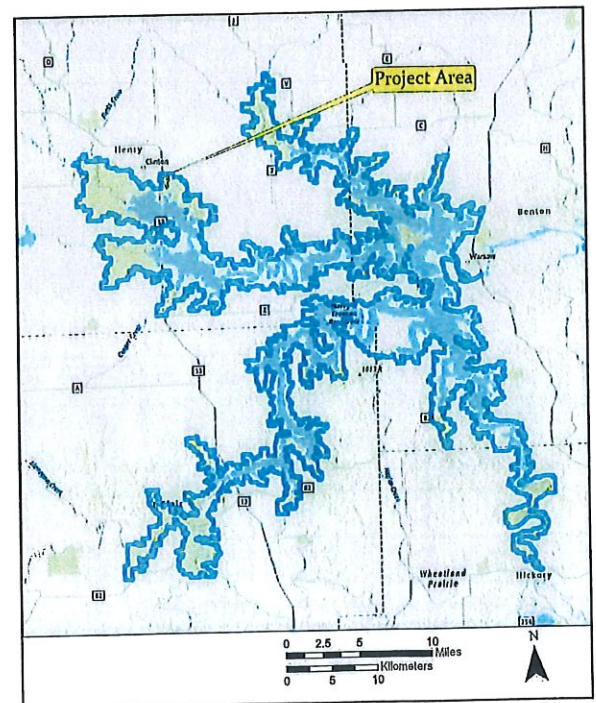


Figure 1. Location of project area at Harry S Truman Reservoir.

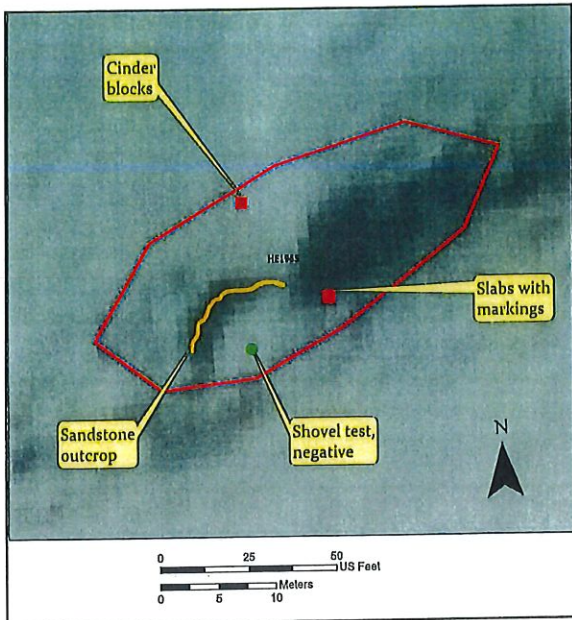


Figure 3. Lidar image showing relevant features at site 23HE1965.

4

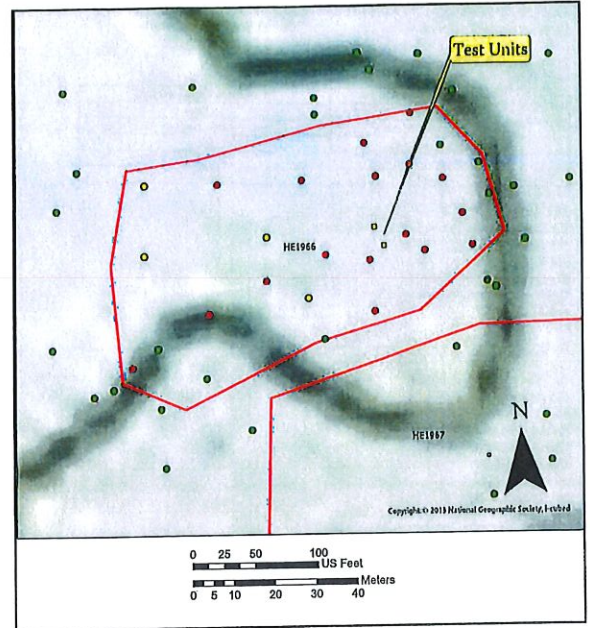


Figure 4. Topographic map showing 23HE1966 with positive (red) and negative (green) shovel tests and locations of test units. Orange circles were where artifacts were found only in the plowzone or above.

5



Figure 5. Fire-cracked rock Feature 1 at the 32 cmbs floor in TU 2.

6



Figure 6. East wall profile of TU 1 (0-60 cmbs). Note the differential drying at the base of the A horizon and rodent burrow in southeast corner. The color and texture difference between the A and B horizons at 30 cmbs is apparent.

7

Attachment 5.

Research Questions and Cultural Context for the Mitigation of Sites 23HE1965, the Deer Creek Site, and 23HE1966, the Hilltop Site at Harry S. Truman Lake (Truman Lake), Henry County, Missouri

Research Questions

Roper (1993) describes three research questions or themes that guided her four-volume set entitled "Prehistoric Cultural Continuity in the Ozarks: The Truman Reservoir Mitigation Project."

1. Strengthening precontact chronology, essential to the achievement of other goals
2. Study of settlement systems, a continuation of the efforts at Rodgers Shelter (McMillan 1976; Wood and McMillan 1976)
3. Development of a model to demonstrate and explain "cultural continuity" in the Ozarks.

Excavations at the deeply stratified Rodgers Shelter provided much-needed chronological, ecological, and economic data, but only regarding the Archaic period and some Woodland period strata represented in the shelter. Additionally, survey and limited testing of about 25% of the 166,000 acres of fee-owned land at Truman Lake has identified thousands of sites, but only a handful have been intensively investigated and reported. Roper concludes that the Truman Lake assemblage, such as it is, gives the impression of a strong local stylistic continuity.

Cultural continuity are other words to describe the cultural conservatism and the apparent half-hearted participation of the people of the precontact Missouri Ozarks to participate in the "cultural fluoresces of the Late Archaic, Middle Woodland, and Mississippian periods" (Roper 1993:649), much like the 19th and early 20th century people of the Missouri Ozarks were perceived. Is it because the topography is dissected, ideas are slow to diffuse, and large sites have less room to develop? Or is it because their conservatism was adaptive; the "if it ain't broke, don't fix it" mentality? Natural resources were abundant but not concentrated and better exploited by small groups of people who were unable to participate on a large scale with these archaeologically visible cultural fluoresces. They did, however, participate on a small scale, particularly in pottery decorations adopted and adapted from the Caddo and Oneota areas, described below.

For the two small sites in this project, the priority is gathering as much data about the sites as possible during the investigations to inform the three research goals presented above. No problems will be solved with these data alone, of course, but careful excavation and analysis should be able to contribute to the conversation.

For site 23HE1966, the precontact site buried in the agriculture field, the main focus should be on the search for and examination of intact deposits and features below the plowzone. Given the extra 10 cm of sterile overburden at the site, this possibility is stronger than at many sites in plowed fields. Diagnostic artifacts and associated datable organic materials in good contexts should be sought and carbon should be directly dated to aid in the development of the local chronology and how the site fits into the bigger picture for Truman Lake (Roper 1993:650-688) and nearby Stockton Lake (Lopinot et al 1998; 2000; 2005). Fls with midden material, if present, would be excellent sources for datable material and other economic data, such as bone and plant remains. A general description of the site and its deposits and

Cultural Context for the Scope of Work

The following discussion of the cultural context for the mitigation of sites 23HE1965 and 23HE1966 is largely derived from publications regarding the extensive excavations at the Big Eddy Site, 23CB426, north of the dam at Stockton Lake, about 40 miles to the south. Trends in the Missouri Ozarks presented in these volumes and others (Lopinot et al 1998; 2000; 2005; O'Brien and Wood 1998; Roper 1993) are applicable until the 19th century when Henry County-specific events took place. Specific Truman Lake sites will be discussed when relevant to the project. To facilitate this process, the Kansas City office has developed a site summary spreadsheet based on data from Klinger (1988); Roper (1993); and other reports and site forms.

Paleoindian (11,600-9,800 B.P.)

There are Late Pleistocene springs at Truman Lake with fossils of mastodons and other megafauna but no cultural remains were recovered (from Roper 1993:653). Although there is some tantalizing evidence for pre-Clovis occupation at the Big Eddy Site, the earliest best information regarding occupation in the Truman Lake area tends to be isolated Paleoindian points found on the ground surface, and those are rare. Several Early and Middle Paleoindian artifacts—Ganey and Sedgewick projectile point/knife (PPKs)—were found in situ at Big Eddy. It is not until Late Paleoindian times when the diagnostic Dalton PPKs are found at Truman Lake, such as Rodgers Shelter (23BE125; Kay 1982; McMillan 1971). There are 29 recorded sites on fee-owned land at Truman Lake where Dalton PPKs have been found (Klinger 1988: Table 4, based on Roper 1993: Tables volume).

Archaic (9,800 B.P.-2700 B.P.)

Archaic sites are common at Truman Lake. Of the 2,640 known sites on fee land at Truman Lake, 561 contain the word "Archaic" as the sub-affiliation. The Archaic period in southwest Missouri, in general, is a time of population growth, contracting foraging areas, intensification and diversification of resources, changes and expansion of stone tool styles, and eventually, incipient gardening and pottery manufacture.

Early Archaic period (9,800-7,000 B.P.)

There are only 16 sites identified as Early Archaic (including multicomponent sites) at Truman Lake. The timing of the Early Archaic period was controversial (Lopinot et al. 2005:223) until recent radiocarbon dating of stratified deposits at sites like Big Eddy and Rodgers Shelter. Accepted dates of the separation of late Paleoindian Dalton and Early Archaic occur at about 9800 B.P.

PPK types diversify and increase in number in the Early Archaic and include Graham Cave Side Notched, Cache River Side Notched, Hardin Barbed, Rice Lobed, Searcy Lanceolate, Hidden Valley Stemmed, Jaks Stammed, Piskard, and others. The best known Early Archaic sites in Missouri tend to be caves and rockshelters, since such sites often exhibit relatively good preservation and were repeatedly reoccupied over thousands of years (e.g., Rodgers Shelter). The Big Eddy and Montgomery (23CE261) sites provides data from open, stratified contexts, the former with a suite of radiocarbon dates.

Site 23HE114, discussed in the survey and limited testing report (Powell 2023) was tested by Roper in 1989 (Roper 1992) and seems to contain an Early Archaic component, in addition to later components. Roper identified a burned rock feature at 20-30 cmbs, similar to the one found at 23HE1966. Roper also found diagnostic artifacts at 23HE114, including 7 projectile point fragments suggestive of "Big Sandy" points that she cited as being from Early Archaic period (Roper 1992:10-11). There are no images in the report, but Big Sandy points are side-notched points with wide notches, a wide blade, and a concave base. Ray and Sandstrom (2004) liken them to White River points that date to the Middle Archaic period. Roper also describes a possible lanceolate point and small arrow point from the 23HE114.

features (size, depth, contents), should be expanded with an explanation of how such a site fits into the local chronology and settlement system, described below.

- Is this site typical for an open, upland location such as this? or unusual?
- What kinds of activities were taking place at the site?
- Are there any indicators of length of occupation or season of occupation?
- What local resources were being extracted and processed?
- If there are no preserved, datable organics, why not? Is it a preservation issue?

For site 23HE1965, the small site on the ridge shoulder with nutting stones, the main focus should be to investigate whether this is a single use, nut- and other food processing site, or something more.

- Is it part of a larger, undetected site overlooking the small creek?
- Are any datable materials or diagnostic artifacts present?
- Is there a particular style of the modifications to the slabs that is consistent with that at the Osage Village site? See Figure 1, below.
- Is it possible to identify the slabs as Osage or are these types of nutting stones common throughout time and space?



Figure 5. 1. Large pecked and incised slab from Osage Village State Historical Site. Image from https://en.wikipedia.org/wiki/Osage_Village_State_Historic_Site.

Middle Archaic period (7,000-4,500 B.P.)

Although Middle Archaic sites are rare in the Ozarks, 42 sites identified as Middle Archaic (including multicomponent sites) at Truman Lake. In general, the sparsity is probably related to the climatic phenomenon known as the Hypsithermal Interval, a warmer and drier period that might have pushed populations into larger river valleys where sites are either buried or destroyed by erosion. For example, nearly 2 m of alluvium was deposited on the terrace below Rodgers' Shelter between 7,500-5,000 B.P. (McMillan and Klippel 1981:226). The climate might have driven the increase in rabbits and other small game, evidenced at Rodgers Shelter (McMillan 1976). Fish, mussel, and floodplain plant resources were probably also intensively exploited for similar reasons.

PPKs recovered from Early Archaic contexts exhibit beveled and/or serrated edges after resharpening. In contrast, projectile points/knives recovered from Middle Archaic contexts (e.g., White River [Redditz, Guder, Big Sandy] and Calf Creek) were resharpened bifacially and do not exhibit beveled blades (Lopinot et al. 2005). Other PPKs are Jaks and Hidden Valley (continuing from the Early Archaic). The act of heat treating of chert to improve knapability became more widespread in the Middle Archaic than before. Groundstone technology flourished as well, and the full-grooved axe makes its appearance but other forms, such as celts, adax weights, and manos, are typical.

Late Archaic (4,500-2,700 B.P.)

The climate improved in the Late Archaic period and sites dating to this sub-period are common in the Ozarks and at Truman Lake; 461 sites are identified as Late Archaic (including multicomponent sites) at Truman Lake, a 10-fold increase over Middle Archaic sites. One of these sites is the Phillips Spring site (23HE216; Kay 1982) at least three Late Archaic components were found at the Big Eddy site. The stratigraphy and radiocarbon dates demonstrated that Smith-Biley PPKs were earliest, Kings PPKs were in the middle component, and Arons and Castroville PPKs were in the late Late Archaic. The Smith-Biley component was especially well represented and provided a number of radiocarbon dates and evidence for nut use and squash cultivation. Sedalia phase lanceolate points and gouges were absent at Big Eddy but became more common as one travels northeast toward the city of Sedalia. A few of the burial cairns near Pomme de Terre Lake have Late Archaic components (Wood 1961:88-89).

Woodland (2700-1600 B.P.)

The Woodland period saw the florescence of technologies first seen in the Archaic period, namely pottery manufacture, gardening/agriculture, and burial mound/cairn building. Bow and arrow technology in the Late Woodland caused a reduction in projectile point size although larger knives were still being made. Catchment (resource extraction) areas reduced even further and long-distance trade waxed and waned. Woodland village sites are common in the Ozarks. Only 116 sites are identified as Woodland (including multicomponent sites) at Truman Lake.

Early Woodland (2700-2200 B.P.)

Early Woodland sites are not common in the Ozarks and it might have something to do with a warmer and drier period called the Sub-Atlantic climate episode, but it was not as extreme as the Hypsithermal Interval. One of the diagnostic PPKs in the area is the contracting stemmed Waubea, Gary, and Dloksion. The absence of pottery at Early Woodland sites would not be unusual since it was still a rare item. Black Sand pottery was a thick pottery with cordmarking and sand temper. Forty sites identified (at least in part) as Early Woodland occur at Truman Lake. Ten of these sites might be single component. They were identified in the middle to late 1970s and none were recommended for testing (Klinger 1988: Table 17) and most are now inundated.

Middle Woodland (2200-1500 B.P.)

The Middle Woodland period in other parts of Missouri was influenced heavily by the Havana Hopewell of Ohio and Illinois. Mound building, long-distance trade, highly decorated pottery, and plant domestication are hallmarks of those phases. The Kansas City area had its own, locally developed version, called the Kansas City Hopewell. In the Ozarks, Middle Woodland sites have been labelled as Cooper complex for a site in Oklahoma. They seem to have locally made, Havana-like zoned decoration on pottery. At Truman Lake, there are at least 100 sites with Middle Woodland components. Single component site 23H1570 was recommended as eligible by Roper due to its high-density lithic tool and debitage scatter with no evidence for plowing. Testing uncovered one Rice Side Notched PPK and other bifaces and cores. Besides Rice Side Notched, the Snyder's PPK is a diagnostic point for the Middle Woodland. Contracting stemmed points, such as the Standlee, continue to be used in the Middle Woodland.

Late Woodland (1500-1000 B.P.)

In the Ozarks, earlier adaptations tended to carry through, albeit with a few changes in technology. Late Woodland sites comprise the majority of Woodland components; Klinger identifies nearly 150 and many are multicomponent rockshelter sites. Diagnostic artifacts include cordmarked and smooth pottery with rim and neck decorations, small arrow points (Scaflorn for the most part), but also Crisp Ovates and larger Rice Side Notched, Montgomery, and Cupp PPKs. Site 23H1487 was determined eligible for the NRHP by Roper because intact deposits were found under the plowzone during testing that were thought to hold potential for chronometric data (Roper 1992: NRHP form). Burial mounds and cairns commonly occur on ridges overlooking major streams. Excavations at the Flycatcher site at Stockton Lake indicate houses with circular post-mold patterns.

Mississippian (1000-650 B.P./CE 950-1300)

It can be difficult to divide Late Woodland and Mississippian traditions in the Ozarks, but they were influenced by Caddoan to the south, Stead-Kisker (Central Plains tradition) to the north, and Pomona to the west. Diagnostic artifacts include shell-tempered pottery with flat bases and Scaflorn points or other small, triangular arrow points with or without side notches. Dart points and knives are still the Rice Side Notched and Montgomery PPKs. Only six sites have been identified as having Mississippian components at Truman Lake. Site 23H1247 is a rockshelter with Late Woodland and Mississippian components that was tested and recommended for additional testing.

Terminal Pre-Contact (650-350 B.P./CE 1300-1600)

The Neosho focus is the cultural manifestation in the Ozarks for this time period. It seems to be a combination of the pre-existing Caddoan-Mississippian tradition with influence from Oneota groups (Lopinot and McMillan 2010), who had moved into Missouri from the north and east. Large Oneota sites are known along the Missouri River, such as the Utr site (23SA2), occupied in the 15th-18th century. The archaeological manifestation known as the Oneota in Missouri is associated with and the Chilverne-Winnebago Siouan language speaking group, known today as the Missouria, Otoe, Iowa, and Ho-Chunk.

Neosho occupation sites seemed to have been dispersed and small, indicating high mobility, but they cultivated maize and other plants, along with hunting and gathering. There are a few earthworks associated with the Neosho, but none are at Truman Lake. Neosho pottery is shell tempered with smooth exteriors and flat bases and punctates. Neosho Punctate pottery with punctates, incised lines, and applique nodes is diagnostic of the period and was never seen in the earlier Caddoan Mississippian (Lopinot and McMillan 2010:29-31). It is possible that Oneota and/or Plains Caddo style was being applied to locally

made flat-bottomed pottery. The unnotched triangular Fresno point is the dominant arrow point but side-notched Washita points are also present. Harney knives, endscrapers, and bison bone tools are common.

The Dhegaha Siouan language speaking group, known today as the Osage, Omaha, Ponca, Kaw, and Quapaw, are not closely related linguistically to the Oneota although the material culture is similar. The once-unified Dhegaha Siouan speakers had split into their modern groups as they migrated west and south. The Osage moved into central and south Missouri after their split from the Kaw, around CE 1300 (Osageculture.com). Much ink has been spilled over the past 100 years trying to explain Osage origins (Lopinot and McMillan 2010, Chapter 6), but archaeological "trail lists" have proved to be inadequate, largely due to the near absence of 16th to early 17th century archaeological sites (Lopinot and McMillan 2010:99). Instead, archaeologists have more recently been using a more holistic approach that includes symbolism from pottery and rock art to linguistic evidence to the Osage's oral traditions (Osageculture.com) to build a better chronology.

Contact and Early Post-Contact (CE 1600-1824)

At the time of European contact, several tribes lived in Missouri. French explorers and traders met Missouria, Otoe, Kanza, and Osage along the Missouri River in what would become Missouri, detailed by Lopinot and McMillan (2010). The Osage controlled most of southern Missouri from the river to the south with their heartland in Vernon County. There were villages on the Missouri River, such as Plattner (23SA3) and in the Osage River Valley, such as Coal Pit (23VB4) from around 1665-the early 1800s. The Osage villages on the Osage River, now called Carrington (23VB1) and Brown or the Osage Village State Park (23VB3), were occupied from around 1675 to 1825. At the Osage Village Site is a larger version of the carved/inscribed rock slab as were found at 23HB1965, see figure above.

Tribes were moved from the East by the US government in the late 18th and early 19th century, the Algonkian-speaking Delaware, Kickapoo, Potawatomi, Shawnee, and Sau and Fox were granted lands in former Osage lands in Missouri they had ceded via several treaties in 1808, 1818, and 1824. The Osage reservation was in southeastern Kansas at this time but they still hunted in Missouri. This caused friction and warfare between the Eastern groups and the Osage. All tribes were moved from Missouri to Kansas and Oklahoma. There are no resident tribes in Missouri today.

Subsequent occupation of Truman Lake is not relevant to this scope of work, but discussions can be found in several sources, such as Miller (1983).

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Attachment 7.
Treatment of Human Remains and Items of Religious and Cultural Importance

- A. Under this MOA, no excavations are planned to knowingly disturb human remains, funerary objects, sacred objects, or objects of cultural patrimony. If any potential unmarked human burials or skeletal remains are encountered during the data recovery excavations all ground disturbing activities will cease. Should any potential findings be made, field personnel will follow instructions provided by USACE to initiate identification, evaluation, and consultation efforts as outlined below.
- B. If human remains, funerary objects, sacred objects, or objects of cultural patrimony are encountered during field investigations or laboratory work, USACE will comply with the provisions of the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), as amended (25 U.S.C. §§ 3001-3014) and its implementing regulations (43 C.F.R. Part 10).
1. USACE will require that all work will immediately cease within a 330-foot radius (100 meters) from the point of discovery and require that the contractor secure the area by placing pin flags within the work area radius around the discovery, covering the remains with a tarp to not expose them to public view, and following other appropriate measures directed by USACE to protect the discovery from further disturbance. All human remains, regardless of ancestry, will be treated with dignity and respect.
 - i. Canvas touching the remains must be made of natural materials, like cotton
 - ii. In instances of inclement weather, a waterproof tarp may be laid on top of the natural material tarp for protection.
 2. The contractor will notify the City of Clinton POC and USACE archeologist, Mr. Timothy Meade (Timothy.M.Meade@usace.army.mil; 816-389-3138), who will immediately notify appropriate law enforcement (or appropriate medical examiner or coroner), SHPO, and The Osage Nation, within twenty-four (24) hours, or as soon as otherwise practicable, via telephone (preferable) or email.
 3. Any inadvertent discovery that includes human skeletal material will be treated as a potential crime scene. This means that the site must initially be evaluated by law enforcement. If the remains are determined to be recent human remains and/or associated with a forensic crime, law enforcement will assume control of the effort.
 4. No photographs will be taken of Native American human remains. If necessary, only hand-drawn illustrations or plan notes may be used in documentation and other communication. Should unforeseen, unusual circumstances arise, law enforcement may request that photographs be taken in the case of a crime scene. These photographs will, however, be taken only after consultation and with The Osage Nation THPO and other consulting tribes.
 5. If any human remains are not Native American and are not part of a criminal investigation, USACE will comply with the Missouri Unmarked Human Burials Act (Mo. Rev. Stat. 191.400-410 (2017)), the notification process will follow the Missouri

Unmarked Human Burials Law (RSMo Chapter 194) and Missouri Cemeteries Law (RSMo Chapter 214).

6. If any human remains are determined to be not related to a crime scene, and cannot be determined as either Native American or Non-Native American they will be considered to be Native American.
 - i. The Osage Nation and consulting tribes will be given the opportunity to visit the location and be provided an on-site orientation of the location where the human remains were discovered prior to any further disturbance or excavation in the location.
 - ii. It is the preference of The Osage Nation that, wherever possible, burials are left in place (in situ) and any further project activities avoid the burial with an appropriate buffer area, to be determined by the Osage Nation THPO on a case-by-case basis.
 - iii. The Osage Nation, other consulting Tribes, and USACE will consult to develop a NAGPRA Plan of Action should excavation be deemed necessary by both parties. Under the NAGPRA regulations (§ 43 CFR 10.5(d)), a Federal agency must prepare, approve, and sign a Plan of Action if the agency intends to excavate or remove, or leave in place NAGPRA cultural items.
 - iv. Neither the USACE staff, the City of Clinton, nor any of the contracted employees will conduct excavation, handling, or removal of any Native American or potential Native American human remains without The Osage Nation's consent, per the guidelines established in the NAGPRA Plan of Action.
7. Measures to protect the human remains and any associated artifact(s) will remain in effect until an appropriate plan of action has been completed for the remains and associated artifacts. The contractor will not resume work in the vicinity of the find until the USACE has granted clearance to do so.

RESOLUTION NO. 27-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND CJW TRANSPORTATION CONSULTANTS, LLC (CJW) FOR ENGINEERING SERVICES FOR THE 2ND STREET SIDEWALK EXTENSION PHASE I.

WHEREAS, City desires to improve pedestrian safety along the 2nd Street corridor, from Hillcrest Drive to Gaines Drive; and

WHEREAS, City has been approved for a Transportation Alternatives Program (TAP) grant for said improvements; and

WHEREAS, CJW was selected as the most qualified engineering firm, through an objective evaluation process; and

WHEREAS, City wishes to enter into an Agreement with CJW for design and construction inspection services for said improvements;

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

Section 1. The Agreement with CJW Transportation Consultants, LLC, not to exceed \$107,500.00 (Exhibit A), is hereby approved.

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

Read and passed this ____ day of October, 2024.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

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

City of Clinton, MO (“Owner”)

and

CJW Transportation Consultants LLC (“Engineer”).

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

Professional Engineering, Traffic, and Surveying Services – 2nd Street Sidewalk Extension Phase I – Hillcrest to Hospital, Clinton, Missouri (“Project”).

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

CJW is pleased to provide you with a proposal for services requested on the aforementioned project, and we are prepared to provide the field survey and other professional services that will be included in an the extension of 2nd Street sidewalk between Hillcrest to Hospital. Plans to include Project Management, Surveying and Digital Base Mapping, Alignment and Profile plans, Environmental Permits, Utility Coordination, and Construction Inspection.

Professional Engineering, Traffic, and Survey Services Proposed:

- Task 1. Project Management
- Task 2. Meetings
- Task 3. Survey/Digital Base Mapping
- Task 4. Alignment and Profile Plans
- Task 5. Environmental Permitting
- Task 6. Plan Impact & Estimates
- Task 7. Utility Coordination
- Task 8. Final PS& E
- Task 9. Bidding Support
- Task 10. Construction Inspection

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

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

2.01 *Payment Procedures*

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

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

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

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

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

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

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

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to

this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or

oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

TASK	COST
Design Phase Services	
<u>2nd Street Sidewalk Extension Phase I Hillcrest to Hospital</u>	
Task 1.0 Project Management	16 \$ 889
Task 2.0 Meetings	18 \$ 1,307
Task 3.0 Survey/Digital Base Mapping	100 \$ 4,546
Task 4.0 Alignment & Profile Plans	99 \$ 4,381
Task 5.0 Environmental Permits	34 \$ 1,751
Task 6.0 Plan Impact & Estimate Summittal	60 \$ 3,007
Task 7.0 Utility Coordination	30 \$ 1,503
Task 8.0 Final PS&E (Bid Doc. JSP, Boilerplate, Estimate)	223 \$ 10,398
Hours =	580 Labor = \$ 27,780
Payroll Overhead	79.31% \$ 22,033
General & Administrative	84.57% \$ 23,494
	\$ 45,526
Fixed Fee	14.00% \$6,373.68
Total Design Phase Services	\$51,900.00
Construction Administration Phase	
Task 9.0 Bidding Support	52 \$ 3,456
Task 10.0 Construction Inspection	462 \$ 17,612
Σ Hours =	514 Σ Labor = \$ 21,068
Payroll Overhead	79.31% \$ 16,709
General & Administrative	84.57% \$ 17,817
	\$ 34,526
Fixed Fee	14.00% \$4,833.68
<i>Sub Consultant (Material Testing) Terracon, Inc.</i>	\$15,220.00
Total Construction Phase Services	\$54,580.00
Direct Cost	
Prints/ Copies	\$ 200
Travel 1,450 Miles @ \$0.566 /Mile	\$ 820
Reimbursable Total =	\$ 1,020
Design Phase Services	\$51,900
Construction Administration Phase	\$54,580
Direct Cost	\$1,020
TOTAL NOT TO EXCEED FEE =	\$107,500

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses is estimated to be **\$ 107,500.00.**

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the

cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.


Attachments: Appendix 1, Engineer's Standard Hourly Rates
Appendix 2, Insurance Certificate

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

OWNER: City of Clinton, MO

ENGINEER: CJW Transportation Consultants, LLC

By:

By: 
C. Jay Wynn, PE, PTOE

Title: Project Representative

Title: Owner

Date Signed: _____

Date Signed: 10-07-24

Engineer License or Firm's Certificate
Number: 027249

State of: Missouri

Address for giving notices:

Address for giving notices:

105 E. Ohio Street

5051 S. National Avenue, Suite 7A

Clinton, MO 64635

Springfield, Missouri 65810

TRANSPORTATION ALTERNATIVES PROGRAM 2024 APPLICATION FORM

Additional information can be found in the Transportation Alternatives Program Guide:

<https://www.modot.org/local-public-agency>

1. Project Sponsor Name **1.a. UEI**
City of Clinton DVN6H2CQF3Y6

2. Project Sponsor Type
City MPO/RPC: Kaysinger Basin Regional Planning Commission

3. Project Sponsor Contact Information
Contact Person: Christy Maggi
Title: City Administrator
Mailing Address: 105 E Ohio Street
City: Clinton State: MO
Zip Code: 647352131 Daytime Phone: 660.885.6121
Email: cmaggi@cityofclintonmo.com

4. Project Name
2nd Street Sidewalk Extension Phase 1 Hillcrest to Hospital

5. Eligible Project Category
(1) Construction of on- and off-road trail facilities for pedestrians, bicyclists, & other non-motorized forms of transportation

6. Project Location
County: Henry County MoDOT District: Southwest Congressional District: 4
Information on Congressional Dist can be found here: <https://house.mo.gov/RedistrictingMapInformation.aspx>
Census Tract(s): 29083950500 & 29083950600
Information on Census tracts can be found here: <https://screeningtool.geoplatform.gov>
Provide Project location map (Label attachment as 'Attachment A - Project Location Map')
Project Route: 2nd Street/Hwy.13 From/To: Hillcrest Drive to Gaines Drive (Golden Valley Memorial Healthcare)
Project Length (feet), if applicable: Approximately 920 LF

7. Will this project impact MoDOT Right of Way? Yes No
If Yes, provide letter of consent from the MoDOT Area Engineer per Section A.10. of the 2024 TAP Guide.
Submit the application for review to the area engineer by April 5, 2024.

8. Based on 2020 Census data, is the project located in an area with a population of:
 4,999 or fewer 5,000 to 49,999 50,000 to 200,000

9. Sponsor Training:
Has person in responsible charge completed MoDOT LPA Basic training within the past 2 years? Yes No
Has person in responsible charge listened to the 2024 TAP What to Expect video? Yes No
Video can be found here and is worth 1 bonus point: [2024 TAP Call for Projects](#)
Name and title of person in responsible charge:
Chuck Bailey, Community Development / Building Inspector

10. Does the Project Sponsor have an active or incomplete SRTS, TE or TAP project? (0-5 pts.)
 Yes No
If Yes, provide the Federal Project Number(s):



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin MO 64804	CONTACT NAME: PHONE (A/C, No, Ext): 417-623-7500 FAX (A/C, No): 417-623-0902	
	E-MAIL ADDRESS:	
INSURED CJWTRAN-01 CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield MO 65810	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: CINCINNATI INSURANCE COMPANY 10677	
	INSURER B: Cincinnati Indemnity Company 23280	
	INSURER C: National Casualty Co 11991	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1382086051 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ECP0383831	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC0383832	4/22/2024	4/22/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			JEO0002667	4/22/2024	4/22/2025	Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Clinton Missouri
105 E. Ohio St.
Clinton MO 64735

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CJW

2024 Fee Schedule

Personnel Hourly Rates:

Principal	\$195.00
Senior Engineer I	\$192.00
Senior Engineer II	\$180.00
Project Engineer	\$125.00
Project Manager	\$115.00
Engineer Intern	\$92.00
Graduate Engineer	\$90.00
Inspector	\$115.00
Senior Designer	\$115.00
Senior Designer II	\$86.00
Survey Manager / PLS	\$110.00
Survey Crew Chief	\$80.00
Survey Crew Member	\$66.00
Landscape Architect (Frank Z Designs)	\$110.00
Traffic Data Collector	\$33.00
Engineering Technician	\$69.00
Administrator	\$38.00
Clerical	\$33.00

Expenses and Equipment Charges:

Vehicle (3/4 ton or less)	\$0.67/mile
Copies	\$0.10/each
Blueprints	\$0.55/sq. ft.
Real Time GPS Equipment	\$275.00/day
Robotic Prism-Less Instrument	\$215.00/day
Drone Usage	\$300.00/hour

Reimbursable: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):

1.5 times the hourly rate

RESOLUTION NO. 28-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND AUSTIN CONSTRUCTION & CONCRETE, LLC FOR CONSTRUCTION OF AN ADA COMPLIANT CONCRETE TRAIL.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Austin Construction & Concrete, LLC; and

WHEREAS, Austin Construction & Concrete, LLC was selected for the project through a bid process;

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

Section 1. The Agreement with Austin Construction & Concrete, LLC (Exhibit A), in an amount not to exceed Fifty-Two Thousand Four Hundred Fifty Dollars and Zero Cents (\$52,450.00), is hereby approved.

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

Read and passed this ____ day of October, 2024.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

**CONTRACTOR MASTER SERVICES AGREEMENT
FOR
ADA COMPLIANT CONCRETE TRAIL PROJECT**

THIS AGREEMENT dated this ____ day of October, 2024 by and between the City of Clinton, (herein "City") and Austin Construction & Concrete, LLC (herein "Contractor").

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

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City with an ADA compliant concrete trail as specified in the Proposal and Scope of Work submitted to the City and the Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all such products and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:

1.1 **Scope of Services** – The primary scope of services is as set forth the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The

Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

1.2 Time for Completion - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed no later than November 30, 2024.

1.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Contractor to provide work on an hourly fee plus expense basis, the Contractor's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and

estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.4 Signatures - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

1.5 Contract Documents The Contract shall consist of the following documents, in this order of priority:

- A. REQUEST FOR BID
- B. BID RESPONSE
- C. AGREEMENT
- D. NOTICE OF AWARD
- E. NOTICE TO PROCEED
- F. ALL ADDENDA AND CHANGE ORDERS

2. Compensation - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during

the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

3. **City Responsibilities** - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder. Contractor shall notify City of all information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. **Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected

thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be

made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$505,520.00 per person and \$3,370,137.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Contractor's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contractor.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$505,520.00 per person and \$3,370,137.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.7 **Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the

collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

6.8 Subcontractor - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. Indemnification - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further,

Contractor shall hold City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

8.1 The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof

has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

11. **City Authorization** - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City Administrator, as the context requires. Authorization by the City shall mean written instruction from the City Council or City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.

12. **Period of Services and Termination** – The period of performance under this agreement shall be completion no later than November 30, 2024. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event

of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Prevailing Wage** – NOT APPLICABLE TO THIS PROJECT.

14. **Liquidated Damages** - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City two hundred fifty dollars (\$250.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.

15. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

16. **Certification of Lawful Presence / Work Authorization** - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or SubContractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

17. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

18. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual

relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

19. **Performance and Payment Bonds** – Bonds in the amount of the contract shall be required.

20. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. This Agreement shall be binding on the successors and assigns of the parties.

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

**AUSTIN CONSTRUCTION &
CONCRETE, LLC**

CITY OF CLINTON:

BY:
TITLE:

Carla Moberly, Mayor

DATE: _____

DATE: _____

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

State of Missouri)
)SS.
County of _____)

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

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

_____ Date

_____ Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

_____ Notary Public

RESOLUTION 29-2024

A RESOLUTION FOR ESTABLISHING THE DATES FOR THE CITY OF CLINTON, MISSOURI GENERAL MUNICIPAL ELECTION TO BE HELD IN 2025 TO FILL THE EXPIRED TERMS OF ELECTED OFFICIALS.

WHEREAS, the term of Council Persons Stacia Wilson, Roger House, Shelley Nelson and Austin Jones will expire on April 15, 2025, and

WHEREAS, Missouri State Election Laws Chapter 115 require the political subdivision calling an election, shall before the sixteenth Tuesday prior to the election, notify the general public of the opening filing date, the office or offices to be filled, the proper place for filing and the closing filing date of the election; and

WHEREAS, Missouri State Election Laws Chapter 115 requires that not later than 5:00 p.m. on the tenth Tuesday prior to any election, the officer or agency calling the election shall notify the election authorities responsible for conducting the election. The notice shall be in writing, shall specify the name of the officer or agency calling the election and shall include a certified copy of the legal notice to be published pursuant to subsection 2 of section 115.127

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clinton, Missouri, as follows:

Section 1. The City Clerk shall accept written "Declaration of Candidacy" for the offices of one Council Person for a two year term for Ward I; one Council Person for a two year term for Ward II; one Council Person for a two year term for Ward III; and one Council Person for a two year term for Ward IV.

Section 2. Filing shall be done at City Hall, 105 East Ohio Street, Clinton, MO during regular business hours Monday through Friday, 8:30 a.m. until 5:00 p.m. beginning December 10, 2024 and ending on December 31, 2024.

Section 3. The General Election for the election of those offices named in Section 1 of this Resolution shall be held on Tuesday, April 8, 2025.

Section 4. The City Clerk of the City of Clinton, Missouri is empowered to do each and every act necessary to comply with State and City laws, and give notices required.

Section 5. This Resolution shall be in full force and effect from and after the date of its passage.

Read and passed this _____ day of October, 2024.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

2025 Missouri Election Calendar

2025 Election Calendar		2024 Election Calendar		2023 Election Calendar	
Official Election Day	Style of Election	Last Day to Register to Vote	First Day for Candidate Filing	Last Day for Candidate Filing	Final Certification Date
February 4, 2025	Bond elections may be held on the first Tuesday after the first Monday in February but no other issue shall be included on the ballot for such election.	January 8, 2025	October 8, 2024	October 29, 2024	November 26, 2024
March 4, 2025 (see local charter)	Charter cities and charter counties ONLY	February 5, 2025	November 5, 2024	November 26, 2024	December 24, 2024
April 8, 2025	General Municipal Election Day	March 12, 2025	December 10, 2024	December 31, 2024	January 28, 2025
August 5, 2025	Available for public elections	July 9, 2025	February 25, 2025	March 25, 2025	May 27, 2025
November 4, 2025	Available for public elections	October 8, 2025	July 8, 2025*	July 29, 2025*	August 26, 2025

*Opening and closing of filing for jurisdictions authorized to elect directors in November, such as 911 & Emergency Services directors.

Statutory References (RSMo)

Official Election Day	§§ 115.121, 115.123
Style of Election	§§ 115.121, 115.123
Last Day to Register	§ 115.135.1
First Day to File	§§ 115.127.5, 115.329.1, 115.349.2
Last Day to File	§§ 115.127.5, 115.329.1, 115.349.1
Final Certification Date	§§ 115.125, 115.387, 115.401, 116.240



FIRE
CLINTON, MISSOURI

301 S. WASHINGTON ST.
CLINTON, MO 64735
PHONE: (660) 885-2560
FAX: (660) 885-3117

Monthly Summary for September, 2024

Total training man hours:	507
Total incident man hours:	239
Apparatus and station maintenance man hours:	478
Fire inspections completed:	3
Burning permits issued:	1
Fire prevention and education programs completed:	1
Total incidents in September, 2024:	108
Total incidents for the year:	913
Total incidents this time last year:	1077
Estimated dollar loss for September, 2024:	
	City: \$0
	Rural: <u>\$5,000</u>
	Total: \$5,000



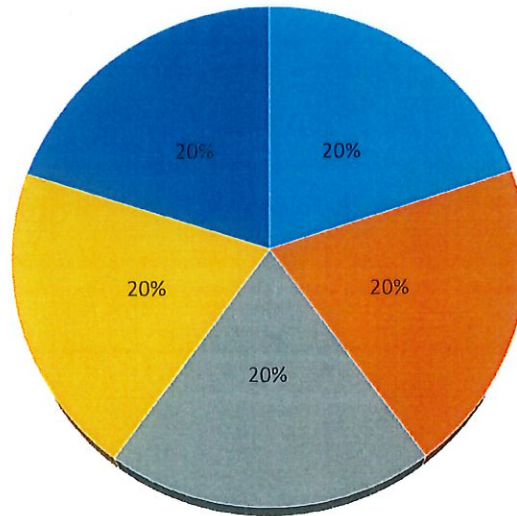
FIRE

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Incident Reports by Incident Type Series, Summary

Incident Type: 1 - Fire

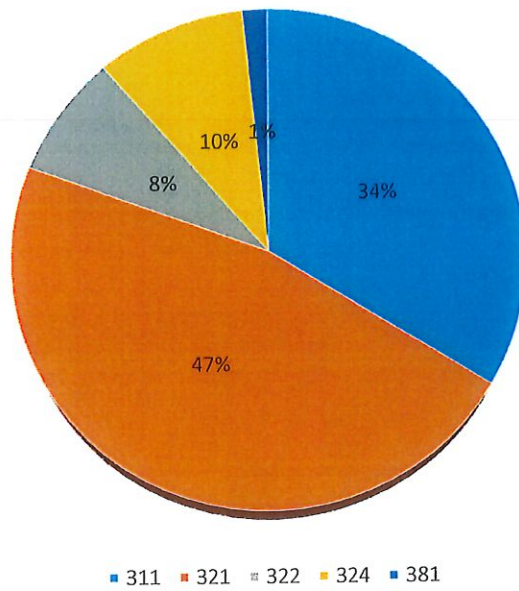


■ 111 ■ 113 ■ 118 ■ 142 ■ 143

111 – Building Fire	1
113 – Cooking fire, confined to container	1
118 – Trash or rubbish fire, contained	1
142 – Brush or brush-and-grass mixture fire	1
143 – Grass fire	1

Total Number of calls for this Major Category: 5

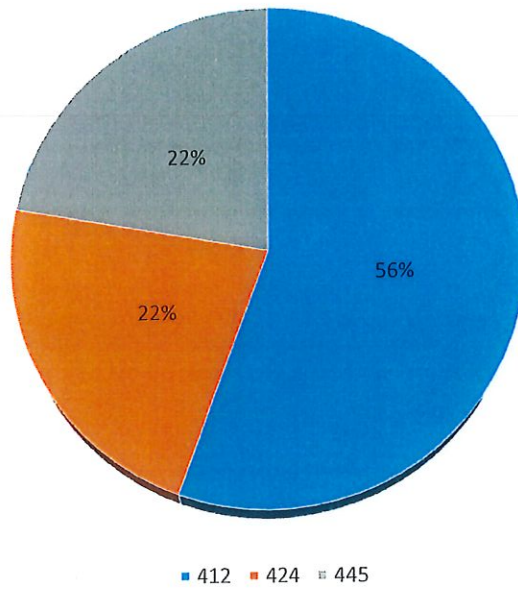
Incident Type: 3 - Rescue & Emergency Medical Service Incident



311 - Medical assist, assist EMS crew	21
321 - EMS call, excluding vehicle accident with injury	29
322 - Motor vehicle accident with injuries	5
324 - Motor vehicle accident with no injuries.	6
381 - Rescue or EMS standby	1

Total Number of calls for this Major Category: 62

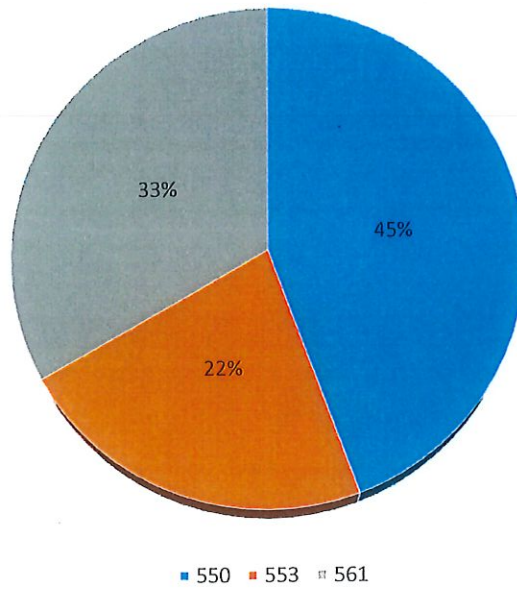
Incident Type: 4 – Hazardous Condition (No Fire)



- 412 – Gas leak (natural gas or LPG) 5
- 424 – Carbon monoxide incident 2
- 445 – Arcing, shorted electrical equipment 2

Total Number of calls for this Major Category: 9

Incident Type: 5 – Service Call



550 – Public service assistance, other

4

553 – Public service

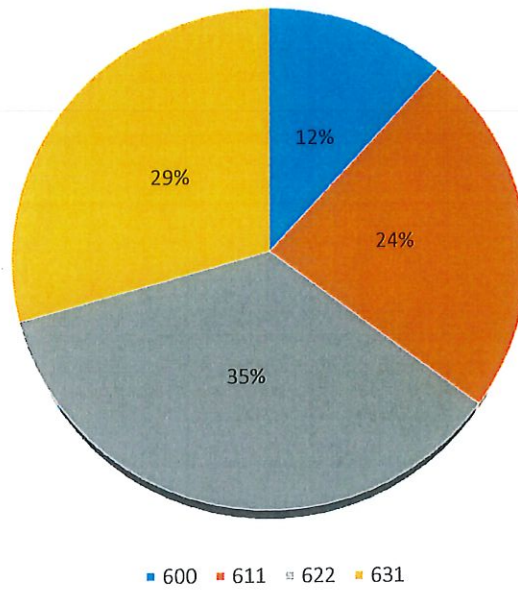
2

561 - Unauthorized burning

3

Total Number of calls for this Major Category: 9

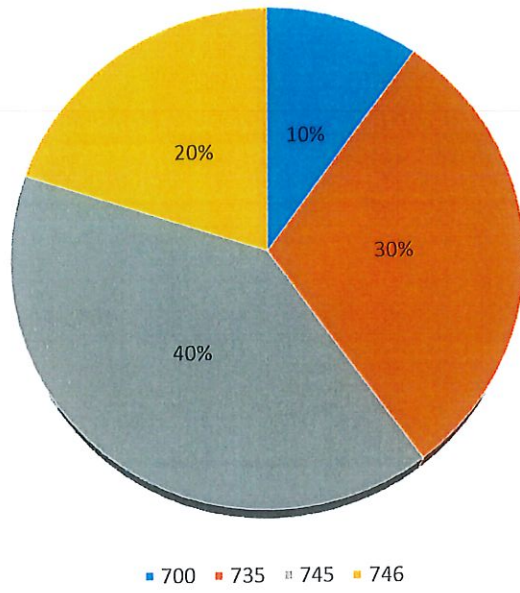
Incident Type: 6 - Good Intent Call



600 – Good intent call, other	2
611 – Dispatched & canceled en route	4
622 – No incident found on arrival at dispatch address	6
631 – Authorized controlled burning	5

Total Number of calls for this Major Category: 17

Incident Type: 7 - False Alarm & False Call



- 700 – False alarm or false call, other 1
- 735 – Alarm system sounded due to malfunction 2
- 745 - Alarm system activation, no fire - unintentional 3

Total Number of calls for this Major Category: 6

Total Number of Incidents:	108
Total Number of Incident Types:	23