



City of
Clinton
MISSOURI

PUBLIC HEARING NOTICE

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

Tuesday, December 3, 2024 • 5:45 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Public Hearing:**

Receive public comments and input on the setting of the volume rate of \$0.61/100 gal. of water usage for sewer fees. The rate to be established will be for residential, commercial and industrial service locations.

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, December 3, 2024 • 5:45 p.m.

1. **Call to Order for Public Hearing**

2. **Public Hearing**

Public hearing to receive public comments and input on the setting of the volume rate of \$0.61/100 gal. of water usage for sewer fees. The rate to be established will be for residential, commercial and industrial service locations.

3. **Call to Order for Regular Council Meeting**

4. **Roll Call**

5. **Pledge of Allegiance**

6. **Approval of Minutes:**

- a. Approval or correction of the minutes of the City Council Meeting of November 19, 2024.

7. **Personal Appearances:**

8. **Reports:**

- a. Tourism Commission - Budget Report

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

- a. Planning Commission: Request by James Long, 1019 Harris Street, to vacate Titus Place, a platted and unimproved street. Planning Commission recommends approval: 6 ayes, 0 nays, 3 absent. PWC recommends approval, 2-0.

Bill No. 2024-27 - An Ordinance vacating undeveloped Titus Place, a street in the City of Clinton, Missouri.

10. **Committee Reports:**

- a. **Public Works Committee Report:** None.

b. **Public Safety Committee Report:**

1. Fire Department Personal Protective Clothing Bids
2. Fire Department Pay Plan revision
3. Henry County Sheriff Detention Center Agreement

Resolution No. 31-2024 - A Resolution of the City of Clinton approving an agreement by and between the City of Clinton, Missouri (CITY) and Henry County Sheriff's Office (HCSO) for confinement of prisoners.



- c. **Finance Committee Report:**
1. Economic Development agreement
 2. Minimum wage change:
 - Implementing minimum wage increase on January 1, 2025
 - Fire Department Pay Plan revision
 - Part-time positions
 - Looking ahead to January 1, 2026 increase
 3. Parks and Recreation ATV bids for surplus property
 4. Annual Service Bids:
 - Flower Planters at City Hall
 - Fuel Bids
 - Mowing for Code Enforcement
 - Pest Spraying
 5. Review of October, 2024 financials
11. **Mayor's Report**
12. **City Administrator's Report**
13. **Unfinished Business:**
- a. RIG agreement with Garver
- Bill No. 2024-28 - An Ordinance approving an Engineer Services Agreement and Proposal for Services - No. 1 between the City of Clinton (CITY) and Garver, LLC (GARVER) for services related to a Missouri Department of Natural Resources (MDNR) Grant.**
14. **New Business:** None.
15. **Closed Session:** *Pursuant to RSMo. 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney; and (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.*

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, November 19, 2024 • 6:14 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, November 19, 2024. Mayor Carla Moberly presided.

1. **Call to Order**

2. **Roll Call:**

Council Persons:

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

Absent: Stacia Wilson

Others Present:

City Administrator Christy Maggi, City Clerk Wendee Seaton, City Attorney Doug Harris, Deputy Police Chief Paul Abbott, Fire Chief Mark Manuel, Deputy Fire Chief Matt Willings, 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 November 5, 2024. Council Person House duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

5. **Personal Appearances:** None.

6. **Reports:**

- a. David Lee – Clinton Area Chamber of Commerce Report: The 2024 Economic Development Luncheon went well. About 80 individuals attended the Clinton Job and Resource Fair on October 31st. The chamber is continuing their annual gift certificate and Receipt to Receive promotions this season. Several local businesses celebrated long term anniversaries operating in Clinton.
- b. Mark Dawson – Economic Development Report: An update was given on several new large projects. Several upcoming projects are looking very promising for completion. Attended a regional economic development group meeting in Lake Ozark.

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

- a. Towing Ordinance: Council Person Jones called for the clerk to give the second reading by title only of Bill No. 2024-26.

Bill No. 2024-26 - An Ordinance adopting Section 2-140 regarding designation of call out towing service for police calls for towing of the Code of Ordinances of the City of Clinton.

Council Person Jones made a motion to approve the second reading by title only of Bill No. 2024-26. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes: Gene Henry, Roger House, Austin Jones, Gary Mount, Shelley Nelson and Greg

Council Minutes

November 5, 2024

Shannon; 1 Nay: Cameron Jackson; 1 Absent: Stacia Wilson. Mayor Carla Moberly declared the motion passed. Ordinance 4171.

8. Committee Reports:

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

1. Community Development:

- a. Monthly Building Report: Information only.
- b. Planning Commission: Request by James Long, 1019 Harris Street, to vacate Titus Place, a platted and unimproved street. Planning Commission recommends approval: 6 ayes, 0 nays, 3 absent. PWC recommends approval, 2-0. Council Person Jones called for the clerk to give the first reading by title only of Bill No. 2024-27.

Bill No. 2024-27 - An Ordinance vacating undeveloped Titus Place, a street in the City of Clinton, Missouri.

Council Person Jones made a motion to approve the first reading by title only of Bill No. 2024-27. Council Person Mount duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon; 0 Nays; 1 Absent: Stacia Wilson. Mayor Carla Moberly declared the motion passed and stated the second reading will be at the next meeting.

2. Park & Rec:

- a. Antioch Nature Trail Sign: Park Board recommends approval. PWC recommends approval, 2-0. Council Person House made a motion to approve the nature trail sign. Council Person Jones duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

3. Street Department:

- a. Street Closure for 2024 Lighting & Christmas Parade: Recommend approval, 2-0. Council Person Nelson made a motion to approve the parade street closure. Council Person House duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

4. Waste Water: For information only.

- a. Old Glory Pump Station: 1 pump pulled for repairs about 2 weeks ago. Second pump failed during recent rain event. It has been repaired. First pump will be rebuilt.
- b. Grit Removal Improvements: Review proposed Scope of Services: Recommend Garver be authorized to proceed with finalizing the SOS for design.
- c. DNR Regionalization Grant – Stoneridge Subdivision: Working with DNR to finalize engineering agreement for Facility Plan.
- d. Deer Creek PS: Automatic transfer switch is fully functioning.
- e. Ace Pipe CIPP Project: 3 areas of sewer line that cannot be lined, as they currently need repairs. Evaluating repair options for these areas. CIPP will begin after repairs are complete. AWR staff will make repairs if possible. A contractor may be required.
 - Sedalia and 2nd Street
 - Allen Street and 2nd Street
 - Walnut and 3rd Street.

Council Minutes
November 5, 2024

b. **Public Safety Committee Report:** *Council Person Jones gave the following committee report:*

Present at meeting: Council Persons Jones and Shannon, Deputy Police Chief Paul Abbott, Fire Chief Mark Manuel and Deputy Fire Chief Matt Willings

1. Police Department Ticket Writers: The units still work but the upgraded software will not work with them after December 31, 2024. There are no other options. New units need to be purchased. Committee votes 2/0 to approve. COUNCIL: Council Person Jones made a motion to approve the purchase of new ticket writers for \$15,485. Council Person Mount duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

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

1. Request to lease 213 N. Carter property for a cell tower. Discussed the location and possible issues. Committee recommends 3/0 to have the City Attorney do a preliminary review of the lease. COUNCIL: Council Person Henry made a motion to have the City Attorney review the lease. Council Person Jones duly seconded the motion. Discussion held on many possible issues pertaining to the acceptance of the lease. 6 Ayes; 1 Nay; 1 Absent. Mayor Carla Moberly declared the motion passed.
2. Animal Shelter exterior drainage issue: An area behind the shelter where gravel was placed is now having drainage issues Helm's Plumbing recommended a solution that would cost about \$3,000 with quarterly pumping. Some committee members will visit the site and review the situation. For information only.
3. ARPA Fund final expenditures: ARPA expenditures were reviewed and potential projects for the remaining funds were discussed. Remaining funds need to be expensed before December 31, 2024. Committee approves 3/0. COUNCIL: Council Person Jackson made a motion to approve the proposed expenditures. Council Person Mount duly seconded the motion. A roll call vote was taken and the following was recorded: 4 Ayes: Gene Henry, Cameron Jackson, Gary Mount and Shelley Nelson; 3 Nays: Roger House, Austin Jones and Greg Shannon; 1 Absent: Stacia Wilson. Mayor Carla Moberly declared the motion passed
4. Request from Greater Clinton Area Chamber of Commerce regarding Economic Development contract. There has not been an increase for inflation since 2021. Requesting an increase from \$126,000 to \$160,000 for the annual contract. Chamber representatives also indicated that they would like to visit in mid-2025 regarding additional financial assistance as they transition through the retirement of the current Economic Development Director and the hiring of a new person for that position. More info has been requested from the Chamber. For information only.

9. **Mayor's Report:**

- a. Appoint SS4A Steering Committee: Council Person Jackson made a motion to approve the proposed SS4A steering committee. Council Person House duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
- b. Appoint Evaluation Committee for City Prosecutor appointment: Council Persons House, Henry and Jones, Council Person Jackson made a motion to approve the evaluation committee for the City Prosecutor appointment. Council Person House duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
- c. The City did a great job utilizing the ARPA funds. What a blessing it was.

Council Minutes
November 5, 2024

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

- a. Had the walk-thru for the airport terminal with Garver and Westport Construction. The contractor will be addressing the items on the punch list.

11. **Unfinished Business:**

- a. MDNR Regionalization Incentive Grant (RIG) – Copy of agreement will be sent out before meeting. Council Person House called for the clerk to give the first reading by title only of Bill No. 2024-29.

Bill No. 2024-29 - An Ordinance of the City of Clinton regarding a grant agreement between the City of Clinton (CITY) and the Missouri Department of Natural Resources (MDNR) for a Facility Plan for Stoneridge Subdivision.

Council Person House made a motion to approve the first reading by title only of Bill No. 2024-29. Council Person Jackson duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon; 0 Nays; 1 Absent: Stacia Wilson. Mayor Carla Moberly declared the motion passed.

Council Person House made a motion to suspend the rules and have the second reading by title only of Bill No. 2024-29. Council Person Mount duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon; 0 Nays; 1 Absent: Stacia Wilson. Mayor Carla Moberly declared the motion passed

Council Person Jackson made a motion to approve the second reading by title only of Bill No. 2024-29. Council Person Nelson duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon; 0 Nays; 1 Absent: Stacia Wilson. Mayor Carla Moberly declared the motion passed. Ordinance 4172.

- b. RIG agreement with Garver. This bill was tabled until the next council meeting.

Bill No. 2024-28 - An Ordinance approving an Engineer Services Agreement and Proposal for Services - No. 1 between the City of Clinton (CITY) and Garver, LLC (GARVER) for services related to a Missouri Department of Natural Resources (MDNR) Grant.

- c. Discussion was held on a prior request for information on the penalties for the failure to obtain a building permit, specifically related to the property on Epicurean Dr. City Administrator Maggi stated that Community Development Director Bailey usually obtains compliance prior to pursuing a penalty, but there have been cases where a penalty, of double the permit fee, has been assessed. The City Attorney explained that these issues can be addressed through an administrative process or a criminal process. For information only.

12. **New Business:** None.

13. **Adjournment:** With no further business, Council Person Jackson made a motion to adjourn. Council Person Nelson duly seconded the motion: 7 Ayes: Gene Henry, Roger House, Cameron Jackson, Austin Jones, Gary Mount, Shelley Nelson and Greg Shannon; 0 Nays; 1 Absent: Stacia Wilson. At 6:54 pm, Mayor Carla Moberly declared the motion passed and adjourned the meeting.

City Clerk Wendee Seaton

Mayor Carla Moberly

Clinton Tourism		
2025 Budget Allocation		
2025 Budget		Additional Info
INCOME		
City Bed Tax Funds	\$ 129,410.00	
MO Tourism Co-Op Matching Funds	\$ 15,000.00	
Bucksaw Funds	\$ 10,000.00	
Total Funds Available	\$ 154,410.00	
Required Fixed Expenses		
Labor	\$ 26,250.00	
Shared Expenses	\$ 13,200.00	
<i>Total Required Fixed</i>	<i>\$ 39,450.00</i>	
Administrative		
Accounting	\$ 1,200.00	
Postage	\$ 100.00	
Conference & Education	\$ 1,000.00	
Dues & Subscriptions	\$ 500.00	
Legal Fees	\$ 1,000.00	
<i>Total Admin</i>	<i>\$ 3,800.00</i>	
Advertising		
<u>Billboards</u>		
65 Hwy	\$ 700.00	
65 Hwy Near Warsaw	\$ 550.00	
HWY 49	\$ 5,000.00	
Deepwater	\$ 1,200.00	
Leeton	\$ -	Remove Billboard
MODOT	\$ 500.00	
<i>Total Billboards</i>	<i>\$ 7,950.00</i>	
<u>Online Marketing</u>		
App My Community	\$ 5,000.00	
<i>Total Online Marketing</i>	<i>\$ 5,000.00</i>	
<u>TV Commerical</u>		
Olde Glory Days	\$ 6,000.00	
Cruise Nights	\$ 6,000.00	30 Days Run
<i>Total TV Commercials</i>	<i>\$ 12,000.00</i>	30 Days Run
<u>Radio</u>		
Olde Glory Days	\$ 1,500.00	(5 Stations at \$300.00 a piece)
Quilt Walk	\$ 1,500.00	(5 Stations at \$300.00 a piece)
Wine Stroll	\$ 1,500.00	(5 Stations at \$300.00 a piece)
Henry County Fair	\$ 1,500.00	(5 Stations at \$300.00 a piece)
<i>Total Radio</i>	<i>\$ 6,000.00</i>	(5 Stations at \$300.00 a piece)
<u>Sponsorships</u>		
MWM Outfitting	\$ 1,500.00	Snagging Fishing Tournament

Fiddle Masters	\$ 7,500.00	Plus 3 Hotel Rooms (possibly bug spray)
Compass Health Charity Funding	\$ 1,250.00	Charity Tournament
Henry County Fair w/Rodeo	\$ 6,000.00	
Big Brothers Big Sisters	\$ 2,000.00	1/2 Marathon
National Crappie League	\$ 10,000.00	
Disc Golf	\$ 5,000.00	
Program Supplies	\$ 2,500.00	
Cruise Nights	\$ 1,000.00	For additional supplies to support events
Cherokee Nation	\$ 250.00	
Red Intertribal	\$ 250.00	
All American Classic Kayak	\$ 3,000.00	Plus 1 Day at Benson Center
Youth Fishing Clinci	\$ 3,000.00	
Crappie Masters	\$ 15,000.00	
Big Bam	\$ 3,000.00	
<i>Total Sponsorsips</i>	<i>\$ 61,250.00</i>	
<u>Print Ads</u>		
MOLife	\$ 6,600.00	
Quilt Walk	\$ 500.00	Print to be determined
Disc Golf Magazine	\$ 3,000.00	Asking for Bids for \$ and the distribution
Road Runner	\$ 4,110.00	
Camping Magazine	\$ 2,500.00	One Page Ad
<i>Total Print Ads</i>	<i>\$ 16,710.00</i>	
<u>Miscellaneous</u>		
Repairs & Maint	\$ 250.00	
Licenses & Permits	\$ 500.00	
Additional Requests	\$ 1,500.00	
Trade Shows	\$ -	
<i>Total Miscellaneous</i>	<i>\$ 2,250.00</i>	
Total Expenses	\$ 154,410.00	
Balanced Budget	\$ -	

ORDINANCE NO. _____

AN ORDINANCE VACATING UNDEVELOPED TITUS PLACE, A STREET IN THE CITY OF CLINTON, MISSOURI.

WHEREAS, James Long, owner of property at 1019 Harris Street, filed an application to vacate all of the adjacent Titus Place, an undeveloped, platted street in Titus Subdivision; and

WHEREAS, the Clinton Planning Commission conducted a public hearing on November 4, 2024, in consideration of the application; and

WHEREAS, the Clinton Planning Commission recommended approval of the application by a vote of 6 Yeas, 0 Nays, 0 Abstentions, 3 Absent; and

WHEREAS, the property to be vacated is legally described as:

A STRIP OF LAND BEING THE UNDEVELOPED TITUS PLACE, AS SHOWN ON TITUS SUBDIVISION, AN ADDITION TO CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK E AT PAGE 134 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH CORNER OF LOT 4 OF SAID TITUS SUBDIVISION; THENCE N44°44'00"E ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 131.70 FEET TO A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 4 AND THE SOUTHERLY LINE OF LOTS 86 AND 85, THE WESTERLY LINE OF LOT 84 AND THE NORTHERLY LINE OF LOT 83 OF SUBDIVIDED LOTS 7 AND 8 OF TITUS SUBDIVISION, AN ADDITION TO CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK F AT PAGE 9, HAVING A RADIUS OF 50.00 FEET AND CHORD BEARING OF S45°16'00"E (CHORD DISTANCE: 50.00 FEET), AN ARC DISTANCE OF 261.80 FEET; THENCE S44°44'00"W ALONG THE WESTERLY LINE OF SAID LOT 83, A DISTANCE OF 131.70 FEET TO THE WEST CORNER OF SAID LOT 83; THENCE N45°16'00"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF HARRIS STREET, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.33 ACRE OR 14,213 SQUARE FEET OF LAND, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

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

Section One: The property described above is hereby vacated.

Section Two: The City Clerk shall provide a certified copy of this ordinance to the Henry County Recorder of Deeds for recording.

Section Three: This Ordinance shall be in full force and effect from and after its passage.

Read the first time this 19th day of November, 2024.

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

ATTEST:

Carla Moberly, Presiding Officer

Ayes -
Nays -

Wendee Seaton, City Clerk

Carla Moberly, Mayor

APPLICATION FOR VACATING AN ALLEY OR PORTION OF AN ALLEY

APPLICATION IS HEREBY MADE:

- FOR VACATING THE ENTIRE ALLEY
- FOR VACATING A PORTION OF THE ALLEY.

This request is for vacating an alley or portion of an alley located: Col-de-sac
located at 1019 Harris St.

map and legal description of portion to be vacated must be attached.

Reason for application: Previous owner Rick Evers maintained
alley since 1992. I have maintained this
alley since 2015. I would like to build

Date: 9-25-24 a shop there.

Applicants signature: James Jong

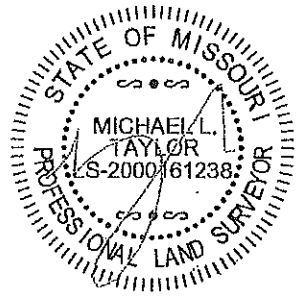
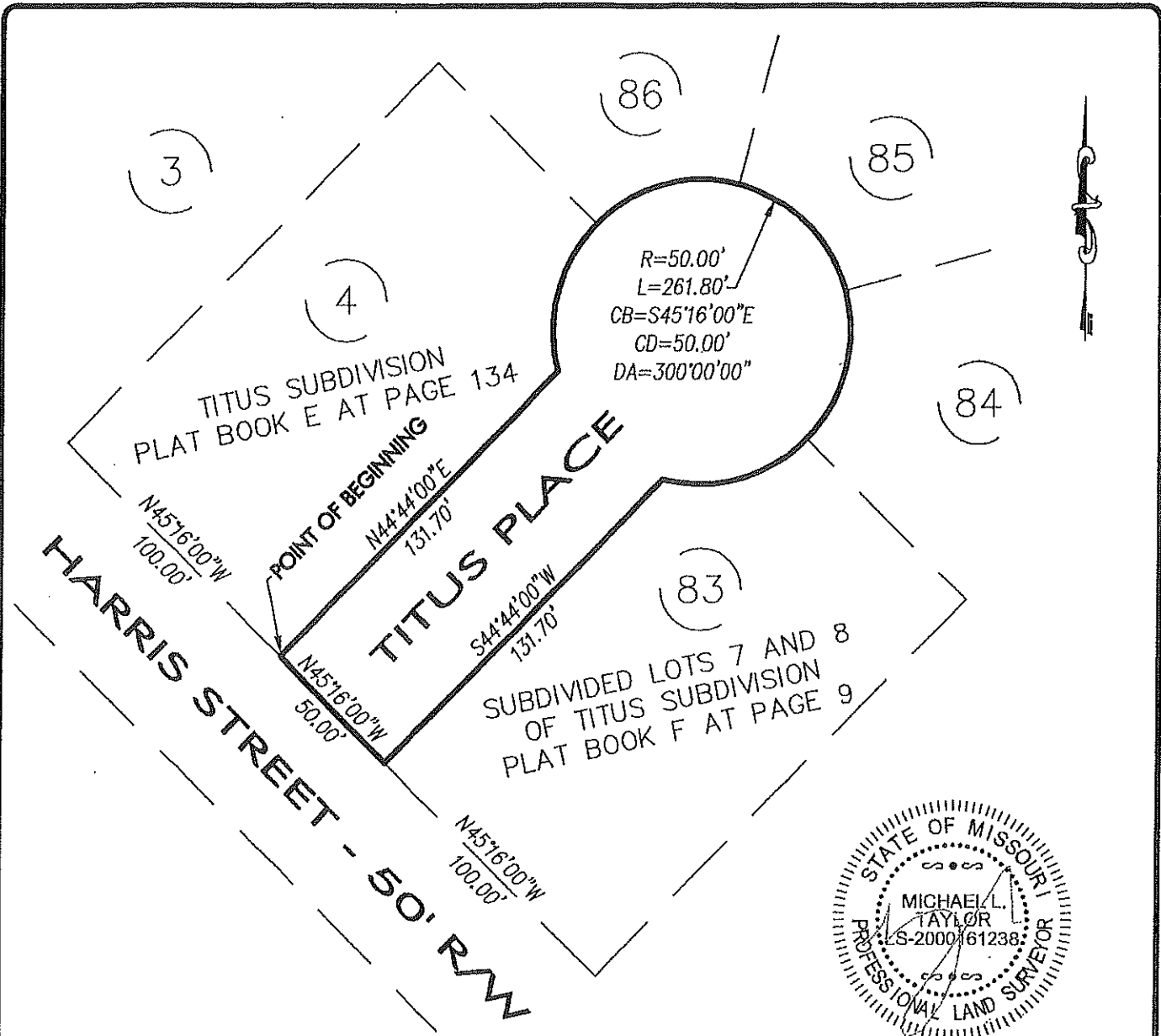
(office-use only)

Fee of \$100.00 paid 10/10 2024
 Received by Director of Community Development 10/10 2024
 Planning Commission Public Hearing Held 11-4 2024
 Commission Recommendation: 6 Approval 0 Denial
 City Council Action Approval Denial
 Bill No. 1st reading 20 2nd reading 20

Date 20

City Clerk

Ordinance No.



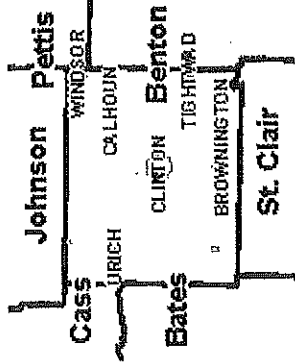
NEW LAND DESCRIPTION - UNDEVELOPED TITUS PLACE:

A STRIP OF LAND BEING THE UNDEVELOPED TITUS PLACE, AS SHOWN ON TITUS SUBDIVISION, AN ADDITION TO CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK E AT PAGE 134 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH CORNER OF LOT 4 OF SAID TITUS SUBDIVISION; THENCE $N44^{\circ}44'00''E$ ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 131.70 FEET TO A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 4 AND THE SOUTHERLY LINE OF LOTS 86 AND 85, THE WESTERLY LINE OF LOT 84 AND THE NORTHERLY LINE OF LOT 83 OF SUBDIVIDED LOTS 7 AND 8 OF TITUS SUBDIVISION, AN ADDITION TO CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK F AT PAGE 9, HAVING A RADIUS OF 50.00 FEET AND CHORD BEARING OF $S45^{\circ}16'00''E$ (CHORD DISTANCE: 50.00 FEET), AN ARC DISTANCE OF 261.80 FEET; THENCE $S44^{\circ}44'00''W$ ALONG THE WESTERLY LINE OF SAID LOT 83, A DISTANCE OF 131.70 FEET TO THE WEST CORNER OF SAID LOT 83; THENCE $N45^{\circ}16'00''W$ ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF HARRIS STREET, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.33 ACRE OR 14,213 SQUARE FEET OF LAND, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

PROJECT: JAMES LONG (24-553)
 PREPARED BY: WHITEHEAD CONSULTANTS, INC. | 660-885-8311
 DATE: OCTOBER 01, 2024
 SHEET: NEW LAND DESCRIPTION - UNDEVELOPED TITUS PLACE
 SCALE: SCALE: 1"=50'



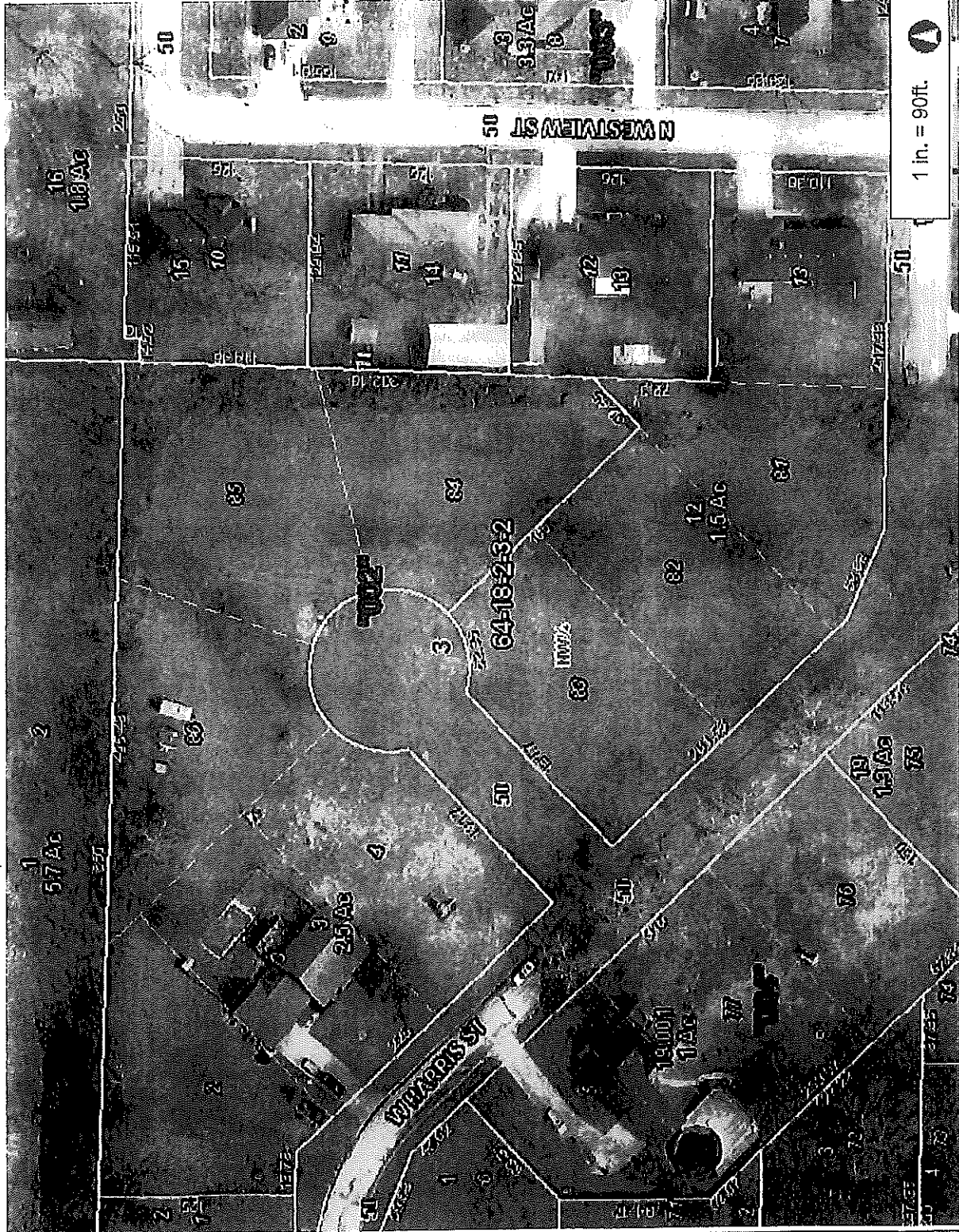
Henry County, MO



Legend

- Road Centerline
- OTHER
- STATE LETTERED HIGHWAY
- STATE NUMBERED HIGHWAY
- BILL
- Parcel
- Parcel Number/Acres
- Land Hook
 - Dashed Land Hook
 - Solid Land Hook
- Lot
- Tract
- Map Block
- Right of Way
- Corporate Limit Line
- Surrounding Counties
- Qtr Section
- County Boundary
- Map Index
- Katy Trail
- Railroad

Notes





City of
Clinton
MISSOURI

OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street
Tuesday, November 26, 2024 • 7:00 a.m.

Present:

COMMITTEE MEMBERS: Roger House Cameron Jackson Shelley Nelson

STAFF: Christy Maggi TJ Williams Brad Combs Jon Patriarca Chuck Bailey
 John McClendon _____ _____

GUESTS: Erica Bogenpohl (AWR) _____ _____
 Mayor Carla Moberly _____ _____
 _____ _____ _____

NO MEETING



City of
Clinton
MISSOURI

PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA

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

Tuesday, December 3, 2024 • 5:45 p.m.

Present:

COMMITTEE MEMBERS: Austin Jones Stacia Wilson Greg Shannon

PUBLIC SAFETY: Fire Chief Mark Manuel Deputy Fire Chief Matt Willings
 Deputy Police Chief John Scott

GUESTS: _____

1. Fire Department Personal Protective Clothing Bids
2. Fire Department Pay Plan revision
3. Henry County Sheriff Detention Center Agreement

Resolution No. 31-2024 - A Resolution of the City of Clinton approving an agreement by and between the City of Clinton, Missouri (CITY) and Henry County Sheriff's Office (HCSO) for confinement of prisoners.

BID RESULTS

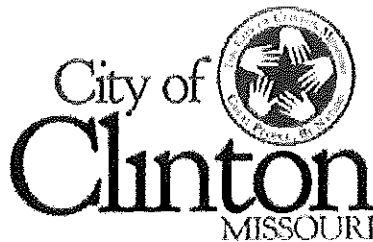
11/27/2024

Item for Bid: **Structural Firefighting Turnout Gear**

Department: **Fire Department**

BIDDERS

Macqueen Adam Payne adam.payne@macqueengroup.com (785)331-6717	Sentinel Emergency David Urevich davidurevich@sentineles.com (816)604-8053	Banner Fire Equipment, Inc Bill Boller billb@bannerfire.com (573)745-0368
Option 1 \$20,087.76	\$19,640.10	\$16,722.60
Option 2 \$18,537.48		
Option 3 \$19,288.68		



105 E. Ohio, Clinton, MO 64735 • Office: (660) 885-6121 • Fax: (660) 885-2023

Option 1



REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

November 27, 2024 AT 10:00 AM CST

BID ITEM: Structural Firefighting Turnout Gear

The City of Clinton Fire Department is seeking bids for six (6) sets of structural firefighting turnout gear. The turnout gear should meet or exceed the most current standards set forth in NFPA 1971, and include the additional items listed below.

6 – Structural Firefighting Turnout Coat

- Tan outer shell
- 3" R/O triple trim-silver center
- 3" R/O Scotchlite letters back top: Clinton
- Standard 2x8x8 semi expansion pocket with fleece hand warmers
- Standard zipper in/hook and loop out closure
- Radio pocket left chest
- Self mic above radio pocket
- Survivor flashlight holder right chest
- U-clip above flashlight holder right chest

- Nomex hand and wrist guards
- Re-enforced cuffs
- Standard DRD

6 – Structural Firefighting Turnout Pant

- Same material as coat
- 3" R/O triple trim-silver center around cuff
- Re-enforced cuffs
- Re-enforced knees
- Velcro hook and loop fly closure with full waist belt
- Standard expansion pockets
- Suspenders

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

Bids submitted after the deadline will be rejected.

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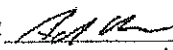
BID AMOUNT: \$20,087.76

SIGNATURE

Name/Company: MacQueen

Phone #: 785-331-6717

Email: adam.payne@macqueengroup.com

By: 
(Authorized Representative)

Date: 11/18/24

G-XCEL JACKET / GLOBE PANT SYSTEM



Once this page is complete, please Save as PDF and submit to GlobeOrders@MSASafety.com.

Form Version 1/1/2024

DATE

JACKET CODE	D	D4 61 G
PANT CODE	F	D4 81 G

STEP 1 ORDER INFORMATION

PO#

QUOTE #

PREV PO#

ENTER DISTRIBUTOR INFORMATION:

ENTITY: MacQueen

CONTACT: Adam Payne

STREET 1: 1125 7th St East

STREET 2:

CITY: St. Paul

STATE: MN

ZIP: 55108

ENTER SHIPPING INFORMATION:

Clinton Fire Department

Max Manuel

301 S Washington St

Clinton

MO

64735

DISTRIBUTOR CONTACT:

CONTACT NAME: Adam Payne

E-MAIL: adam.payne@macqueangroup.com

PHONE #: 785-331-6717

STEP 2 SKIRT AND PANTS LINE

ENTER ORDER PART #	<input type="text"/>
OUTER SHELL	D4-05 ARMOR™ AP - TAN
THERMAL LINER	S1 - DEFENDER™ M SL2 (CAMO)
MOISTURE BARRIER	G CROSSTECH® BLACK
TRIM TYPE / COLOR	3" Triple Trim Red/Orange

\$	1,452.00	\$	1,218.00
\$	605.00	\$	558.00
\$	617.00	\$	617.00

STEP 3 G-XCEL JACKET SPECIFIC

ENTER QUANTITY (JACKETS) \$ -

TRIM STYLE NFPA Basic (Row D unavailable for Lettering) \$ -

LETTERING	ORIENTATION?	PATCH TYPE?	LETTER MATERIAL?		
ROW A	CLINTON	STRAIGHT	Sewn-On Jacket	3" R/O SCOTCHLITE™	\$ -
ROW B	-	-	-	-	\$ -
ROW C	-	-	-	-	\$ -
ROW D	-	-	-	-	\$ -
ROW E	-	-	-	-	\$ -
ROW F	-	-	-	-	\$ -
ROW G	-	-	-	-	\$ -

JACKET CLOSURE (STANDARD) 8C - Zipper In / Hook & Loop Out \$ -

SIDE POCKETS 28P Exp. Pkts - 2x8x8 exp w/ handwarmer \$ -

OUTSIDE REINFORCEMENT \$ -

INSIDE REINFORCEMENT \$ -

CHEST OPTIONS

RIGHT CHEST POCKET? -

RIGHT CHEST OPTION 1 Survivor Flashlight Holder

RIGHT CHEST OPTION 2 Universal Clip

LEFT CHEST POCKET? 19PB Radio PK1 3x3.5x9

LEFT CHEST OPTION 1 Self Material Misc Strap

LEFT CHEST OPTION 2 -

SLEEVEWELL (STANDARD) Self-Material Sleeveband (select wristlet below)

WRISTERS NOMEX® Hand & Wrist Guards

CUFFS DRAGONHIDE® Cuffs

ELBOWS -

SHOULDERS -

BACK -

OTHER SLEEVE OPTIONS -

GLOBE GUARD SYSTEM (Option) -

OTHER OPTIONS

MISCELLANEOUS -

MISCELLANEOUS -

MISCELLANEOUS -

MISCELLANEOUS -

OTHER: [Large empty box]

ENTER PRICING FROM "OTHER":

NOTES...

\$ -

Standard \$ -

above flashlight holder \$ -

Standard \$ -

above radio pocket \$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

SLEEVE PLACEMENT DETAILS...

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

DRAGONHIDE \$ -

ENTER QUANTITY (PANTS)		\$ -
------------------------	--	------

TRIM STYLE	3" AROUND THE PANT CUFF	\$ -
------------	-------------------------	------

LETTERING	ORIENTATION?	PATCH OR SEWN ON?	LETTER MATERIAL?	
OPTION 1	-	-	-	\$ -
OPTION 2	-	-	-	\$ -

FLY CLOSURE	(STANDARD) Hook & Loop Fly	\$ -
-------------	----------------------------	------

WAIST CLOSURE	Full black belt w/ Wide Belt Loops	\$ -
---------------	------------------------------------	------

NOTES...

SIDE POCKETS	(STANDARD) 16P 2x10x10 Expansion	\$ -
--------------	----------------------------------	------

INSIDE POCKETS - OPTION 1	-	\$ -
---------------------------	---	------

INSIDE POCKETS - OPTION 2	-	\$ -
---------------------------	---	------

OUTSIDE REINFORCEMENTS	-	\$ -
------------------------	---	------

CUFFS	DRAGONHIDES	\$ -
-------	-------------	------

KNEE REINFORCEMENTS	DRAGONHIDES	\$ -
---------------------	-------------	------

KNEE PADDING	-	\$ -
--------------	---	------

REMOVABLE KNEES (Option)	-	\$ -
--------------------------	---	------

BIBS	-	\$ -
------	---	------

SUSPENDERS	(STANDARD) Black Padded H-Back Ripcord	\$ -
------------	--	------

GLOBE GUARD SYSTEM (Option)	-	\$ -
-----------------------------	---	------

NOTES...

OTHER OPTIONS		
---------------	--	--

MISCELLANEOUS	-	\$ -
---------------	---	------

MISCELLANEOUS	-	\$ -
---------------	---	------

MISCELLANEOUS	-	\$ -
---------------	---	------

MISCELLANEOUS	-	\$ -
---------------	---	------

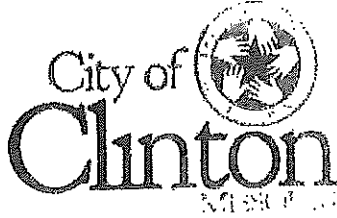
OTHER:		\$ -
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ENTER PRICING FROM "OTHER":		\$ -
-----------------------------	--	------

TOTAL PANT PRICE	\$ -
------------------	------

TOTAL SET PRICE	\$ -
-----------------	------

Option 2



REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

November 27, 2024 AT 10:00 AM CST

BID ITEM: Structural Firefighting Turnout Gear

The City of Clinton Fire Department is seeking bids for six (6) sets of structural firefighting turnout gear. The turnout gear should meet or exceed the most current standards set forth in NFPA 1971, and include the additional items listed below.

6 – Structural Firefighting Turnout Coat

- Tan outer shell
- 3” R/O triple trim-silver center
- 3” R/O Scotchlite letters back top: Clinton
- Standard 2x8x8 semi expansion pocket with fleece hand warmers
- Standard zipper in/hook and loop out closure
- Radio pocket left chest
- Self mic above radio pocket
- Survivor flashlight holder right chest
- U-clip above flashlight holder right chest

- Nomex hand and wrist guards
- Re-enforced cuffs
- Standard DRD

6 – Structural Firefighting Turnout Pant

- Same material as coat
- 3” R/O triple trim-silver center around cuff
- Re-enforced cuffs
- Re-enforced knees
- Velcro hook and loop fly closure with full waist belt
- Standard expansion pockets
- Suspenders

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BID AMOUNT: \$18,537.48

SIGNATURE

Name/Company: MacQueen

Phone #: 785-331-6717

Email: adam.payne@macqueengroup.com

By: *Adam Payne*
(Authorized Representative)

Date: 11/18/24

G-XCEL JACKET / GLOBE PANT SYSTEM

MSA **GLOBE**

Once this page is complete, please Save as PDF and submit to GlobeOrders@MSASafety.com.

Form Version 1/1/2014

DATE:

JACKET CODE	D	D4 81 E
PANT CODE	F	D4 81 E

STEP 1: ORDER INFORMATION

PO#:
 QUOTE #:
 PREV PO#:

ENTER DISTRIBUTOR INFORMATION:

ENTITY:
 CONTACT:
 STREET 1:
 STREET 2:
 CITY:
 STATE:
 ZIP:

ENTER SHIPPING INFORMATION:

Clinton Fire Department
 Mak Manuel
 301 S Washington St
 Clinton
 MO
 64735

DISTRIBUTOR CONTACT:

CONTACT NAME	Adam Payne
E-MAIL	adam.payne@macqueangroup.com
PHONE #	785-931-6717

STEP 2: STYLE AND MATERIALS

IS READY TO PRINT?	<input type="text"/>
OUTER SHELL	D4-OS ARMOR™ AP - TAN
THERMAL LINER	01 - DEFENDER™ M SL2 (CAMO)
MOISTURE BARRIER	E STEDAIR® 3000
TRIM TYPE / COLOR	3" Triple Trim Red/Orange

JACKET BASE PRICE	PANT BASE PRICE
\$ 1,452.00	\$ 1,218.00
\$ 605.00	\$ 558.00
\$ 388.00	\$ 388.00

STEP 3: G-XCEL JACKET DETAILS

ENTER QUANTITY (JACKETS) \$ -

TRIM STYLE \$ -

LETTERING	ORIENTATION?	PATCH TYPE?	LETTER MATERIAL?		
ROW A	CLINTON	STRAIGHT	Sewn-On Jacket	3" RO SCOTCHLITE™	\$ -
ROW B					\$ -
ROW C					\$ -
ROW D					\$ -
ROW E					\$ -
ROW F					\$ -
ROW G					\$ -

JACKET CLOSURE \$ -

SIDE POCKETS \$ -

OUTSIDE REINFORCEMENT \$ -

INSIDE REINFORCEMENT \$ -

ENTER QUANTITY (PANTS)		\$ -
TRIM STYLE	3" AROUND THE PANT CUFF	\$ -

LETTERING	ORIENTATION?	PATCH OR SEWN ON?	LETTER MATERIAL?	
OPTION 1	-	-	-	\$ -
OPTION 2	-	-	-	\$ -

FLY CLOSURE	(STANDARD) Hook & Loop Fly	\$ -
WAIST CLOSURE	Fit Back belt w/ Wide Belt Loops	\$ -
SIDE POCKETS	(STANDARD) 16P 2x10x10 Expansion	\$ -
INSIDE POCKETS - OPTION 1	-	\$ -
INSIDE POCKETS - OPTION 2	-	\$ -
OUTSIDE REINFORCEMENTS	-	\$ -
CUFFS	DRAGONHIDE®	\$ -
KNEE REINFORCEMENTS	DRAGONHIDE®	\$ -
KNEE PADDING	-	\$ -
REMOVABLE KNEES (Option)	-	\$ -
BISS	-	\$ -
SUSPENDERS	(STANDARD) Black Padded H-Back Ripcord	\$ -
GLOBE GUARD SYSTEM (Option)	-	\$ -

NOTES...

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

OTHER OPTIONS		
MISCELLANEOUS	-	\$ -
MISCELLANEOUS	-	\$ -
MISCELLANEOUS	-	\$ -
MISCELLANEOUS	-	\$ -

OTHER:		
		\$ -

ENTER PRICING FROM "OTHER":		
		\$ -

TOTAL PANT PRICE \$ -

TOTAL SET PRICE \$ -

Option 3



REQUEST FOR BID

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- Self mic above radio pocket
- Survivor flashlight holder right chest
- U-clip above flashlight holder right chest

- Nomex hand and wrist guards
- Re-enforced cuffs
- Standard DRD

6 – Structural Firefighting Turnout Pant

- Same material as coat
- 3" R/O triple trim-silver center around cuff
- Re-enforced cuffs
- Re-enforced knees
- Velcro hook and loop fly closure with full waist belt
- Standard expansion pockets
- Suspenders

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BID AMOUNT: \$19,288.68

SIGNATURE

Name/Company: MacQueen

Phone #: 785-331-6717

Email: adam.payne@macqueengroup.com

By:
(Authorized Representative)

Date: 11/18/24

G-XCEL JACKET / GLOBE PANT SYSTEM



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Form Version 4/1/2014

DATE:

JACKET CODE	D	D4 45 E
PANT CODE	F	D4 45 E

STEP 1 ORDER INFORMATION

POV:

QUOTE #:

PREV PO#:

ENTER DISTRIBUTOR INFORMATION:

ENTITY: MacQueen

CONTACT: Adam Payne

STREET 1: 1126 7th St East

STREET 2:

CITY: St. Paul

STATE: MN

ZIP: 55108

ENTER SHIPPING INFORMATION:

Clinton Fire Department

Max Manuel

301 S Washington St

Clinton

MO

64735

DISTRIBUTOR CONTACT:

CONTACT NAME	Adam Payne
E-MAIL	adam.payne@macqueengroup.com
PHONE #	785-331-6717

STEP 2 STYLE AND MATERIALS

READY-TO-WEAR	<input type="text"/>
OUTER SHELL	D4-05 ARMOR™ AP - TAN
THERMAL LINER	45 - TITANIUM™ SL2
MOISTURE BARRIER	E-STEADNR0 3000
TRIM TYPE / COLOR	3" Triple Trim Red/Orange

JACKET BASE PRICE	\$ 1,452.00	PANT BASE PRICE	\$ 1,218.00
	\$ 714.00		\$ 571.00
	\$ 388.00		\$ 388.00

STEP 3 G-XCEL JACKET DETAILS

ENTER QUANTITY (JACKETS) \$ -

TRIM STYLE NFPA Baseline (Row D unavailable for Lettering) \$ -

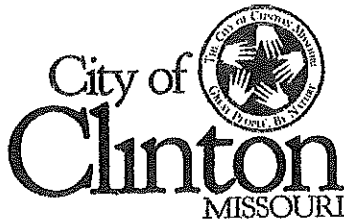
LETTERING	ORIENTATION?	PATCH TYPE?	LETTER MATERIAL?		
ROW A	CLINTON	STRAIGHT	Sewn-On Jacket	3" R/O SCOTCHLITE™	\$ -
ROW B					\$ -
ROW C					\$ -
ROW D					\$ -
ROW E					\$ -
ROW F					\$ -
ROW G					\$ -

JACKET CLOSURE (STANDARD) 8C - Zipper In/ Hook & Loop Out \$ -

SIDE POCKETS 28P Exp. Pkts - 2x6x8 exp w/ handwarmer \$ -

OUTSIDE REINFORCEMENT \$ -

INSIDE REINFORCEMENT \$ -



REQUEST FOR BID

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- Same material as coat
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- Re-enforced cuffs
- Re-enforced knees
- Velcro hook and loop fly closure with full waist belt
- Standard expansion pockets
- Suspenders

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BID AMOUNT: 19,640.10

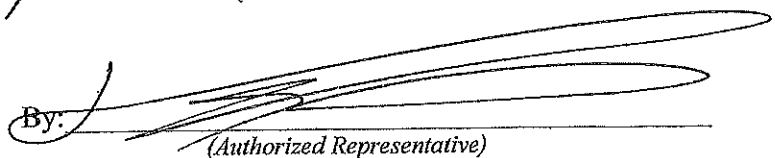
SIGNATURE

Name/Company: Sentinel Emergency

Phone #: 816-604-8053

Email: David@reunich

Date: 11/26/24

By: 
(Authorized Representative)

sentinles.com

105 E. Ohio, Clinton, MO 64735 • Office: (660) 885-6121 • Fax: (660) 885-2023
Email: dnelson@cityofclintonmo.com



SENTINEL EMERGENCY SOLUTIONS
2900 TELEGRAPH RD.
ST. LOUIS MO 63125

sales@sentineles.com
 800.851.1928
 314.939.1999

PROPOSAL

Date	Quote #
11/26/2024	16783

Bill To:
CLINTON FIRE DEPT. 301 S. WASHINGTON CLINTON, MO 64735

Ship To
CLINTON FIRE DEPT. 301 S. WASHINGTON CLINTON, MO 64735 Attn: Mark Manuel

Terms	Rep	Proposal Good Throu...	Freight	Submitted by
Net 20	DU	Year End	Included	DU

Qty	Item	Vendor	Description	Cost	Total Sale Price
6.00	LION TURNOUT ...	LION	Lion Firefighters Protective Clothing Specification: SE9Q2051 Lion Super Deluxe With IsoDry System Coat: CSTM-32 Outershell: Armor AP Color: Gold (TAN) Liner: K3 - Traditional Moisture Barrier: STEDAIR 3000, 4000 Critical Areas Trim: 3" NYC Yellow Ventilated Triple Trim Pant model: PSDM/F Harness: NO	3,273.35	19,640.10
1.00	SPECIAL ORDER		LIST Price for above build is 6,282.00 USD. Subtract Npp.Gov's negotiated discount at 35% 4,083.30 Your cost per set 3,273.35 Npp.Gov is free and is a negotiated national bid. This works similarly to HGAC. In the future, you my chose to purchase through Npp.Gov for expediency and to maintain brands. Some examples: Springfield, Logan Rogersville, Grandview, Sni Valley, Branson, Western Taney, Fort Osage, Ozark...	0.00	0.00

THANK YOU for the opportunity to quote this.
We appreciate your business.

Total	\$19,640.10
--------------	--------------------

ON BEHALF:

Sentinel

FOR:

Clinton Fire SE9Q2051

Here is the quote you requested.

Description	MFGR Part #
-------------	-------------

Custom Turnout Coat - 2024

Coat Model / Design

Super-Deluxe Coat

LION® Turnout Super-Deluxe, Traditional Coat with Freedom design. Fully featured coat with Bi-swing Back for forward mobility.

Coat Model / Design

CSTM-32

32" Male Super Deluxe™ Coat

Coat Liner & Moisture Barrier

K3 - Traditional

Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 2.3 oz NOMEX®/Kevlar® spunlace & DWR treated 1.5 oz AraFlo®, STEDAIR 3000 PTFE laminated to E89

***Additional \$68 charge for 38" lengths based on 32" length coat liner

Coat Inner Yoke Reinforcement

LYR224

(Std) Semper Dri® front and back yokes sewn to coat thermal liners. (RM1377-059) (Super Deluxe, Liberty)

Coat Water Well

CLW225S

Water Well: Chambray dwr 2 layer araflo E89 quilt/Stedair 4000 with 1" elastic wrist shield. w-well with 3/4" loop, male snap, sewn to coat liner sleeves - For non V-Fit

Coat Wristlets

CLW753

(Std) 8" isodri® over the hand- KEVLAR® / NOMEX® / Spandex® construction

Coat Outer Shell Material

Armor AP

Armor AP, 6.5 oz, Black, Khaki, or Gold

***Additional \$68 charge for 38" lengths based on 32" length coat shell

Fabric Color

Gold

Gold Outer Shell

Reflective Trim

CT204PTY

3" NYC Yellow Ventilated Triple Trim

Drag Rescue Device

BHS020

(Std) DRD: Firefighter Recovery Harness with 2" welt and 4.5x3.25" round flap, 1 piece 1.5x2" loop for harness storage, 1 piece 1x3.5" loop on shell for flap closure, 1 piece 1x3.5" hook on flap, 1 piece 1.5x2" hook on harness with 1 piece 2x2" loop inside shell above chest trim for harness

strap, 1 pair 1x3.5"selffabric straps w/1x2" hook and loop. The loop handle shall have a silver retro-reflective LION logo patch.

Coat Collar **CR237S**

3" split self fabric collar with STEDAIR 4000 lined. 2 pieces 1x3" hook on each end inside and two pieces 3/4" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook&loop with x-stitch for front closure.

Collar Flashing **CLF221S**

3" Self fabric, STEDAIR 4000 lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell. Use with CR236S & CR237S

Liner Inspection System **CLO236**

Coated Polycotton facings sewn to coat thermal fronts, 1.5x1.5" loop sewn at top of facings on cloth side. Bind front edge of liner and bartack each end. For V-Fit & CRNM coat models with exception of Parallon or Center Cut Plus liners.

Coat Cuff Reinforcement **CC701-BLK**

(Std) Black Leather Cuff Reinforcements

Finished with current selection

Coat Elbow Reinforcement **BE700**

Self material bellows elbow- No padding

Coat Shoulder Reinforcement **SC715**

Self fabric shoulder caps

Coat Closure System **SF262S**

3" Stormflap w/2 layer self fabric & STEDAIR 4000, thermoplastic zipper in, 1.5" hook & 1.5" loop out(zipper in, loop on coat front, ***hook on stormflap***).

Coat Pockets

Turn-Out Pockets **HP604**

(2) 9x9x2" semi bellow & handwarmer comb. pkt w/6" opening on blw side, KEVLAR® twill backer, handwarmer lined w/ fleece. 2pcs 1.5x3" lp on pkt & 2pcs 1.5x3" hk on flp, 2 layers lite-n-dri insd flp corner & PCA tab out. (For 29" coats, use HP603)

Item Location for Above

Front bottom- Left & Right

Turn-Out Pockets **RP671**

3.5x9x2" Radio pocket w/ polycotton fully lined all 3 sides inside pocket & flap. 1pc. 2x3" loop on pocket & 1pc. 2x3" hook on flap.

Item Location for Above

Chest Left

Emblem **EM1**

2x3" American Flag Emblem (Stars on upper left corner)

Item Location for Above

Sleeve Left

Flashlight Strap **FLS521**

1x10" 2 layers self fabric flashlite strap X-stitched to shell with 1x3" hook and loop.

Item Location for Above

Right Chest (Mount centered right chest bottom of flashlight dtrap touching top of chest reflective)

Sewn On Lettering **LTSL3YNS**

Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters

>>> 2" LETTERING WILL BE USED TO FIT LONGER NAMES IF NEEDED <<<

Lettering

Lettering shall be CLINTON

Location for Lettering

Across yoke

Lettering Patches **LP34**

5x18" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.

Lettering Patch Attachment **LPV13**

(For LP34): There shall be 1.5x18" loop sewn to coat back inside at hem, 1.5x18" hook to top edge of 18" wide patch. loop sewn to hem with white thread through the trim

Letter Patch Attachment **LPS10**

2 Male snaps to letter patch (1 set 6" left of center, 1 set 6" right of center) & 2 female snaps on coat shell for Hanging letter patch attachment.

Sewn On Lettering **LTSL3YNS**

Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters

>>> 2" LETTERING WILL BE USED TO FIT LONGER NAMES IF NEEDED <<<

Lettering

Lettering shall be FF LAST NAME IN CAPS

Location for Lettering

On above patch

Mic Tab **MT503**

1x3" triple layer self fabric mic tab bartacked each end.

Item Location for Above

Left Chest above Radio Pocket

Mic Tab **MT503**

1x3" triple layer self fabric mic tab bartacked each end.

Item Location for Above

Right Chest (Mount centered right chest with bottom of mic tab to be three inches from top of flashlight strap)

Mic Tab **MT503**

1x3" triple layer self fabric mic tab bartacked each end.

Item Location for Above

Another location see notes (Mount centered vertically on storm flap with top of mic tab to be three inches from top of storm flap)

Hanger Loop **HL02**

(Std) 5/8" x 4 1/2" Self fabric hangerloop.

Custom Turnout Pants - 2024

Pant Model / Design **PSDM/F**

LION® Turnout Super-Deluxe™ Pant, Low rise waist for increased comfort and uniform style pants fit, includes freedom design.

Pant Liner & Moisture Barrier **K3 - Traditional**

Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 2.3 oz NOMEX®/Kevlar® spunlace & DWR treated 1.5 oz AraFlo®, STEDAIR 3000 PTFE laminated to E89

Liner Inspection System **PLO200**

(Std) Pant liner inspection system with 1x5" loop located at right side of liner waist.

MISC. Fasteners **MF018**

(Std) 1.5x5" hook sewn to right shell front for the pant liner inspection system.

Pant Outer Shell Material **Armor AP**

Armor AP, 6.5 oz, Black, Khaki, or Gold

Fabric Color **Gold**

Gold Outer Shell Material

Pant Fly Closure **FLY230S**

Pant fly w/ STEDAIR 4000, closure thermo plastic zipper inside w/ 1.5" hook & loop, 3/4" hook underneath STEDAIR 4000 for liner attachment.

Finished with current selection

Leg Tabs **LGT000-BLK**

(Std) 2 Black Leather leg tabs per leg with non-logo female snaps.

Pant Knee Reinforcement **KP646-BLK**

Black Polymer Coated Aramid w/ 1 layer of Lite-N-Dri™ cushioning in shell

Pant Cuff Reinforcement

PC000-BLK

(Std) Black Leather Pant Cuffs and 3x3.5" kick shield

Belts and Harnesses

BHS013

2" wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick release mechanism.

Belts and Harnesses

BL007

3 Belt loops, 4" wide by 3.5" high, 2-layer self-fabric, double stitched to pant shell, bartacked all four corners

Pant Pockets

Turn-Out Pockets

FBP654

(2) 8x8x2" Full bellow pocket w/ KEVLAR® twill fully lined all 4 sides, 1 pc. 1.5" x 8" loop on pocket & 2 pcs. 1.5" x 3" hook on flap.

Item Location for Above

Thigh - Left and Right

Reflective Trim

PTC4PT3Y

3" Lime/Yellow Ventilated Triple Trim Reflective trim around leg bottoms-4 rows lockstitch.

Suspenders

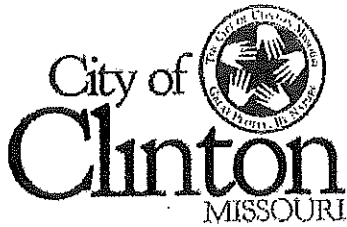
SB342T=01

42" (Regular) EZH H-Back Quick Adjust Non-Stretch Suspenders with trim w/ 2" metal loops, Black (Requires PMO210)

Suspender Tabs

PMO210

Four 2" wide self material suspender tabs with 1.75x2.5" leather reinforcement. 2 male and 2 female logo snaps, attached to waist with 2 on the front and 2 on the back. Reinforced with 2 bartacks on each tab.



REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

November 27, 2024 AT 10:00 AM CST

BID ITEM: Structural Firefighting Turnout Gear

The City of Clinton Fire Department is seeking bids for six (6) sets of structural firefighting turnout gear. The turnout gear should meet or exceed the most current standards set forth in NFPA 1971, and include the additional items listed below.

6 – Structural Firefighting Turnout Coat

- Tan outer shell
- 3” R/O triple trim-silver center
- 3” R/O Scotchlite letters back top: Clinton
- Standard 2x8x8 semi expansion pocket with fleece hand warmers
- Standard zipper in/hook and loop out closure
- Radio pocket left chest
- Self mic above radio pocket
- Survivor flashlight holder right chest
- U-clip above flashlight holder right chest

- Nomex hand and wrist guards
- Re-enforced cuffs
- Standard DRD

6 – Structural Firefighting Turnout Pant

- Same material as coat
- 3” R/O triple trim-silver center around cuff
- Re-enforced cuffs
- Re-enforced knees
- Velcro hook and loop fly closure with full waist belt
- Standard expansion pockets
- Suspenders

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

Bids submitted after the deadline will be rejected.

The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, 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.

BID AMOUNT: 16,722.60

SIGNATURE

Name/Company: Banner Fire Equipment.INC

Phone #: 573-745-0368

Email: bilb@bannerfire.com

By: Bill Boler
(Authorized Representative)

Date: 11-26-24

Prepared By: Bill Boller
 Address:
 Email: billb@bannerfire.com
 Quote: Clinton Fire Dept.
 Quote Number: #85901
 Item: FXM Custom Turnouts
 Contract: FireWriter Eff. 1/29/24



This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.

MATERIALS
COAT

CLOSURE

TRIM STYLE

CUFF

CHEST LEFT POCKETS

HAND LEFT POCKETS

HAND RIGHT POCKETS

FLASH LIGHT HOLDERS

HOOKS, CLIPS, STRAPS,

PATCHES/LABELS LETTERING

PANT RISE
PANT

MATERIALS

SUSPENDERS

CLOSURE

TRIM STYLE

Outer Shell	6.5 oz Armor™ AP, Gold
Thermal Liner	(R2) 7.1 oz CoreCXP™ 2-layer
Moisture Barrier	(T) 5.2oz Stedair® 3000
Closure	(XC40) Inner - Zipper Outer - Hook & Loop
Trim Color	ScotchLite™ Triple Red/Silver
Trim Style	(XT03) 3" NYC Trim
Cuff	Standard Cuff, (551G) Main Shell Material, Main Shell Color
Knit Wrist	Nomex® (White), (XMNK) Standard Knit Wrist
Chest Left	(XP11_RPL) Radio Pocket 9" x 3" x 2" Left
Hand Left	(XP54_CPL) Semi Bellow Handwarmer Pocket with Full Kevlar® / Fleece Lining 8" x 8" x 2" Left
Hand Right	(XP54_CPR) Semi Bellow Handwarmer Pocket with Full Kevlar® / Fleece Lining 8" x 8" x 2" Right
Flash Light Holders	(XMB6) Survivor® Flash Holder w/Hook Right
Mic Clips	(XMCLP) Mic Clip: 1" x 2" Shell Material Left
Lettering Patch Position 2	XL00 - Sewn Direct Lettering - Main Shell Color Custom: " CLINTON" - 3" Scotchlite™ Red/Orange (3" Required)
Pant Rise	Regular Rise
Rear Panel	Without Rear Panel
Panel Length	(No Bib) No Rear Panel
Outer Shell	6.5 oz Armor™ AP, Gold
Thermal Liner	(R2) 7.1 oz CoreCXP™ 2-layer
Moisture Barrier	(T) 5.2oz Stedair® 3000
Suspender Style	(SVHC) H-Back, Black Webbing, Padded with Cam Lock
Suspender Attachment Type	Fabric Tab Horizontal 1" x 4" Attachment
Closure	(XC50) Inner - Hook & Loop Outer - Hook & Dee
Trim Color	ScotchLite™ Triple Red/Silver
Pant Trim Style	(XT53) 3" Trim Around Cuff

REINFORCEMENTS

Knee Reinforcement	Foam Padded Knee Patch (1-Layer, No Moisture Barrier)
Knee Reinforcement Size	10" x 8"
Knee Reinforcement Material	PCA (Polymer Coated Aramid)
Knee Reinforcement Color	Gold

CUFF

Cuff	{551T} DexCuff - Reverse Tapered Cuff, {551G} Main Shell Material, Main Shell Color
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BELT LOOPS & BELTS

Belts	{XMKB} Kevlar® Belt
Belt Loops	4 x {XMBLW} Wide Belt Loop: 4" x 5" Shell

FRONT LEFT POCKETS

Pant Front Left	{XP30_CPL} Full Bellow Pocket 10" x 10" x 2" Left
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FRONT RIGHT POCKETS

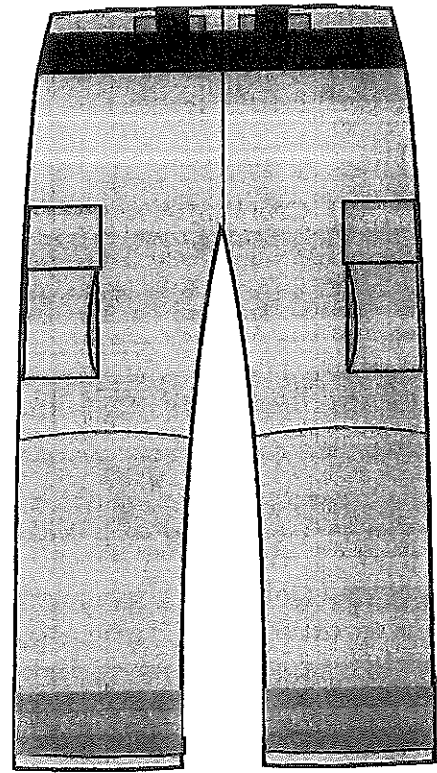
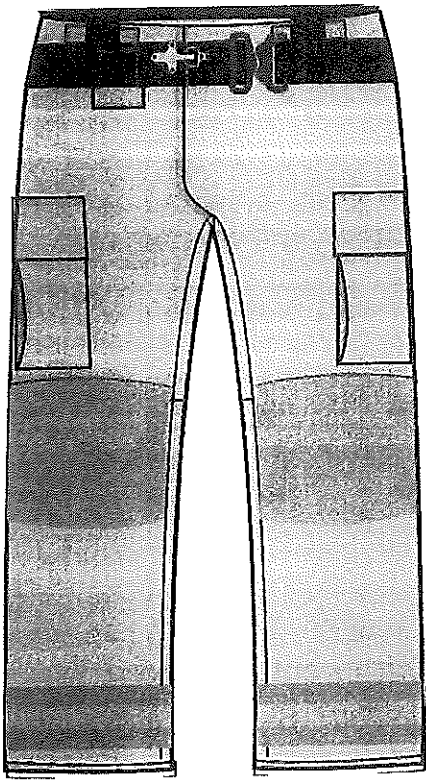
Pant Front Right	{XP30_CPR} Full Bellow Pocket 10" x 10" x 2" Right
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COMPOSITES**Coat Composite**

TPP (Before Washing, NFPA minimum = 35) THL (NFPA Minimum = 205)	
39.50	246.30

Pant Composite


TPP (Before Washing, NFPA minimum = 35) THL (NFPA Minimum = 205)	
39.50	246.30





City of
Clinton
MISSOURI

TO: Finance Committee and Public Safety Committee

FROM: Christy Maggi 
City Administrator

DATE: November 26, 2024

REF: Missouri minimum wage changes

On November 5, 2024, Missouri voters approved Proposition A, an initiative to:

... amend Missouri statutes to increase the state minimum wage beginning January 1, 2025 to \$13.75 per hour and increase the hourly rate \$1.25, to \$15.00 per hour beginning January 2026. Annually the minimum wage will be adjusted based on the Consumer Price Index. The law will require employers with fifteen or more employees to provide one hour of paid sick leave for every thirty hours worked. The amendment will exempt governmental entities, political subdivisions, school districts and education institutions from the minimum wage increase.

(Fair Ballot Language, MO Sec. of State website)

As a result, the City of Clinton is faced with some decisions. The first one relates to the exemption for governmental entities. The City is currently exempt from Missouri minimum wage requirements, but the City chose to implement the current Missouri minimum wage standards. It is my recommendation to do the same in regards to Proposition A. I believe the City would be at a distinct disadvantage in retaining and attracting employees if the City chooses to invoke the exemption.

Secondly, there are 7 FT employees who are currently below the new January 1, 2025 rate of \$13.75. All 7 are recently hired Fire Fighters (non-EMT) – Step 1 (\$13.63) in the Fire Dept. Since new hires are required to obtain EMT certification within 2 years of hire, Chief Manuel and I are recommending that all pay schedule classifications indicating non-EMT status be eliminated from the pay schedule (see attachment). A hire who fails to obtain EMT certification, as required, would be released from employment. We have one employee who was hired prior to the EMT requirement. We also have a recommendation for dealing with this situation.

Finally, we have many PT employees who range in pay from \$12.30 - \$13.50. This is a very difficult situation, in terms of equity. At this point, I am recommending that PT rates that are currently below \$13.75 be increased to \$13.75 on January 1.

These recommendations are intended to be a stop-gap measure, until we can fully examine all FT and PT pay structures, in light of Proposition A. We just have not had adequate time to do so since the November 5 vote.

FIRE

FY 2024-2025 HOURLY PAY PLAN

STEP:	1	2	3	4	5	6	7	8	9	10
Firefighter	14.45	14.89	15.22	15.56	15.85	16.07	16.24	16.39	16.57	16.79
Firefighter - High OT Rate	30.01	30.93	31.61	32.32	32.92	33.38	33.73	34.04	34.41	34.87
Engineer	15.37	16.10	16.35	16.72	17.01	17.23	17.39	17.55	17.74	17.93
Engineer - High OT Rate	31.92	33.44	33.96	34.73	35.33	35.79	36.12	36.45	36.84	37.24
Lieutenant	16.47	17.16	17.52	17.86	18.17	18.38	18.55	18.72	18.90	19.11
Lieutenant - High OT Rate	34.21	35.64	36.39	37.09	37.74	38.17	38.53	38.88	39.25	39.69
Captain	17.63	18.38	18.89	19.03	19.34	19.54	19.70	19.91	20.09	20.26
Captain - High OT Rate	36.62	38.17	39.23	39.52	40.17	40.58	40.92	41.35	41.73	42.08

Annual Salary = Hourly rate x 2,080 hours. There are 26 pay periods annually. High Overtime Rate (Extra Duty Pay) = hourly rate x 2.880 / 2,080 x 1.5.

Basic Volunteer Firefighter: \$12.00 per call

Volunteer with FI Certification: \$14.00 per call

Volunteer with FII Certification: \$16.00 per call

Part-time with FFI/II Certification: Pay commensurate with Classification and experience

FY 2024-2025 SALARY SCHEDULE

Deputy Fire Chief	68,494	70,192	71,324	72,456	73,587	75,083	76,577	78,070	79,565	81,059	82,961	84,862	86,765	88,667	90,569
Fire Chief	76,419	79,249	81,136	83,022	84,908	87,400	89,891	92,382	94,872	97,364	100,532	103,703	106,873	110,042	113,212

	LOW	PER HR	HIGH	PER HR
Deputy Fire Chief	68,494	32.93	90,569	43.54
Fire Chief	76,419	36.74	113,212	54.43

POSITION	EMPLOYEE	FISCAL YEAR										PROPOSED SALARY			
		19-20	20-21	21-22	22-23	23-24	24-25								
Deputy Fire Chief	Matt Willings	DFC9	DFC10	DFC10	DFC11	DFC11	DFC12								84,862
Fire Chief	Mark Manuel	FC10	FC11	FC11	FC11	FC12	FC13								106,873

After step 10 hourly and step 15 salary, increases will be COLA only.

Approved: 9/17/2024
 Revised: _____

FIRE

FY 2024-2025 HOURLY PAY PLAN

STEP:	1	2	3	4	5	6	7	8	9	10
Firefighter	13.63	14.06	14.38	14.73	15.02	15.24	15.42	15.55	15.72	15.95
Firefighter - High OT Rate	28.31	29.20	29.87	30.59	31.20	31.65	32.03	32.30	32.65	33.13
Firefighter / EMFT	14.45	14.89	15.22	15.56	15.85	16.07	16.24	16.39	16.57	16.79
Firefighter / EMFT - High OT Rate	30.01	30.93	31.61	32.32	32.92	33.38	33.73	34.04	34.41	34.87
Engineer	14.54	15.27	15.52	15.90	16.18	16.39	16.56	16.71	16.91	17.09
Engineer - High OT Rate	30.20	31.71	32.23	33.02	33.60	34.04	34.39	34.71	35.12	35.49
Engineer / EMFT	15.37	16.10	16.35	16.72	17.01	17.23	17.39	17.55	17.74	17.93
Engineer / EMFT - High OT Rate	31.92	33.44	33.96	34.73	35.33	35.79	36.12	36.45	36.84	37.24
Lieutenant	15.34	16.02	16.37	16.70	17.00	17.20	17.37	17.55	17.72	17.93
Lieutenant - High OT Rate	31.96	33.27	34.00	34.68	35.31	35.72	36.08	36.45	36.80	37.24
Lieutenant / EMFT	16.47	17.16	17.52	17.86	18.17	18.38	18.55	18.72	18.90	19.11
Lieutenant / EMFT - High OT Rate	34.21	35.64	36.39	37.09	37.74	38.17	38.53	38.88	39.25	39.69
Captain	16.46	17.19	17.70	17.93	18.15	18.34	18.51	18.70	18.88	19.05
Captain - High OT Rate	34.19	35.70	36.76	37.03	37.70	38.09	38.44	38.84	39.21	39.57
Captain / EMFT	17.63	18.38	18.89	19.03	19.34	19.54	19.70	19.91	20.09	20.26
Captain / EMFT - High OT Rate	36.62	38.17	39.23	39.52	40.17	40.58	40.92	41.35	41.73	42.08

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Basic Volunteer Firefighter: \$12.00 per call
 Volunteer with FRII Certification: \$16.00 per call

Volunteer with FI Certification: \$14.00 per call
 Part-time with FI/II Certification: Pay commensurate with Classification and experience

FY 2024-2025 SALARY SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Deputy Fire Chief	68,494	70,192	71,324	72,456	73,587	75,083	76,577	78,070	79,565	81,059	82,961	84,862	86,765	88,667	90,569
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	LOW	PER HR	HIGH	PER HR
Deputy Fire Chief	68,494	32.93	90,569	43.54
Fire Chief	76,419	36.74	113,212	54.43

POSITION	EMPLOYEE	FISCAL YEAR											PROPOSED SALARY			
		19-20	20-21	21-22	22-23	23-24	24-25									
Deputy Fire Chief	Matt Willings	DFC9	DFC10	DFC10	DFC11	DFC11	DFC12	DFC12								84,862
Fire Chief	Mark Manuel	FC10	FC11	FC11	FC11	FC12	FC13									106,873

After step 10 hourly and step 15 salary, increases will be COLA only.

Approved: 9/17/2024

RESOLUTION NO. 31-2024

A RESOLUTION OF THE CITY OF CLINTON APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI (CITY) AND HENRY COUNTY SHERIFF'S OFFICE (HCSO) FOR CONFINEMENT OF PRISONERS.

WHEREAS, the City desires to enter into an agreement with HCSO for the confinement of prisoners at the Henry County Detention Center; and

WHEREAS, the HCSO is agreeable to providing said service;

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

Section 1. The Detention Center Agreement for Confinement of Prisoners is hereby approved.

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

Read and passed this ____ day of _____, 2024.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

Henry County Sheriff's Office

Sheriff Aaron Brown

Captain
Michael Bilbruck
Chief Deputy

Captain
Rob Hills
Support & Resource Services Coordinator

Captain
Jacque E. Watson
Jail Administrator

200 N. MAINSTREET, CLINTON, MO 64735 PHONE: 660-885-7300 OFFICE FAX: 660-885-8173 JAIL FAX: 660-885-4279

DETENTION CENTER AGREEMENT FOR CONFINEMENT OF PRISONERS

This Agreement is made and entered into on _____, taking effect January 1st, 2025, by and between the Henry County Sheriff's Office, a Missouri County Government Facility (hereinafter referred to as "Facility") and the City of Clinton, a Missouri Municipal Government (hereinafter referred to as "Agency").

FACILITY AND THE AGENCY AGREE AS FOLLOWS:

1. Services Provided: Facility shall provide detention services (as provided in Paragraph 3 herein), shelter and other usual services for low to medium custody level inmates of Agency (hereinafter referred to as "Inmates") being confined at Facility, which is located at 200 N. Main St, Clinton MO 64735. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or government entity without the prior written consent of the Agency.

a. Quality of Care and Treatment: Facility shall at all times treat and care for all Inmates placed with the Facility in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the State of Missouri or the United States of America.

b. Licensing and Structures: Facility shall maintain and ensure all necessary and appropriate licensing requirements, permits, and building, fire, health and safety codes. Facility warrants to the Agency that structure of the Facility meets or exceeds all applicable building codes and standards.

c. Record-keeping: Facility shall maintain accurate, timely and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against all Inmates confined at the Facility. Facility shall also maintain records on Inmates regarding all incidents

involving use of force, inmate injuries, grievances, complaints, claims or lawsuits lodged against Facility. The Agency shall have a right of access to such records, and Facility expressly agrees to provide Agency with copies of such records upon request.

d. Training: Facility warrants to Agency that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards, including training with regard to anti-discrimination policies (as provided in Paragraph 24 herein).

e. Pre-employment Screening and Background Checks: Facility warrants to Agency that all of its employees or independent contractors who may come into contact with inmates or inmate property are and will continue to be properly screened, including appropriate background checks, in compliance with all requirements of state, local and federal law consistent with industry standards, prior to their employment with Facility or interaction with inmates referred to Facility by the Agency.

f. Notification: Facility shall immediately notify Agency of any of the following events: the death of an Inmate; the emergency medical treatment of an Inmate; the escape of an Inmate; the filing of a lawsuit or claim by and Inmate against Facility; the filing of a claim, lawsuit or administrative action against the Facility with regard to its treatment of Inmates; or the use of force on or against any Inmate.

g. Release of Inmates: Facility shall release Inmates back to the Agency. Facility shall not release Inmates into general populace without making proper wants and warrant checks (Jake's Law). Facility shall not grant furloughs or passes to any Inmates without the specific written authorization of the Agency.

h. Resident Agent: Facility shall designate a local agent for the acceptance of service in the State of Missouri.

i. Access to the Court System: Facility shall ensure that all inmates referred by the Agency shall have access to the court system, and the use of U.S. Postal Service.

2. Cost: In consideration of the services provided to the Agency under Paragraph 1 above, the Agency shall pay Facility a daily rate per inmate bed of \$65.00. The facility shall provide transport to and from Clinton Municipal Court with the understanding that staffing issues may require CPD to transport their inmates from time to time. These per diem rates are subject to change by Facility upon providing Agency, with no less than 30 days, written notice of such change. The agency will continue to receive a 10-day discount on each months' board bill with this contract in order to honor a verbal agreement that relates to city support of the original county jail bond ballot issue. These rates will take effect on January 1st, 2025.

3. Medical Needs:

a. Non-emergency: Facility shall have a qualified medical physician on call on an "as needed" basis for purposes of providing routine medical care. Facility shall have a qualified medical physician on site at the facility at scheduled times. The Facility shall have a Licensed Vocational Nurse on-site providing

services at scheduled times and emergency medical coverage for shifts and days when nurse personnel are not on site. The costs for routine on-site medical services (excluding pharmacy bills) will be paid for by the Facility and all such other off-site medical services shall be pre-authorized through Agency and in accordance with RSMo. Sec. 211.120 shall be paid by the prisoner/detainee/inmate.

b. Emergency Treatment: In the event of an emergency, ambulance services will be requested for all emergency medical situations and directly thereafter Agency will be notified, and in accordance with RSMo. Sec. 211.120 all charges for ambulance, hospital, physician and related charges incurred as a result thereof, shall be paid by the inmate. In case of death, the Facility will be responsible for all cost of an autopsy. During all emergency transportation, Facility shall have a detention officer accompanying the Inmate until such time as the Inmate is returned to the custody of the Agency or released.

c. Records: Facility shall maintain complete medical records for each Inmate who has received health care services. The records shall be maintained in a manner wholly consistent with applicable laws and NCCHC standards.

4. Inmate History: Inmates assigned to Facility shall be low to medium custody inmates and not considered an extreme escape risk, violent, suicidal, or have extreme medical needs.

5. Reservation: Facility reserves the right to refuse any inmate from the Agency to admittance into the jail owned or operated by the Facility, and to return any Inmate accepted by Facility to the Agency upon reasonable notice given to the Agency at no expense to Agency. Grounds for refusing any inmate or for returning any inmate shall be per RSMO 221.040. Facility reserves the right to refuse inmates to keep facility below or at operational capacity.

6. No Third-Party Beneficiary Enforcement: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and Facility, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the expressed intention of the Agency and Facility that any entity, other than the Agency or Facility, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

a. This Agreement is not intended to create any rights, liberty interest, nor entitlements in favor of any Inmate. The Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto. Inmates shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

7. Term: This Agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for two (2) successive one (1) year periods unless either party notifies the other of its intent not to renew at least thirty (30) days prior to the end of the current term. Irrespective thereof, either party may terminate this Agreement at any time upon giving 30 days written notice to the other party; provided that the Agency may immediately terminate this Agreement and incur no liability if an Inmate has been mistreated in violation of Paragraph 1 of the Agreement.

8. Insurance: Facility shall maintain general liability and motor vehicle insurance and any necessary correctional, professional, or commercial vehicle liability riders in the minimum amounts as are annually

listed as the governmental immunity waiver per RSMO 537.610. Facility agrees to notify the Agency of any changes in said insurance coverage. Facility shall maintain workers' compensation insurance or a certified self-insurance plan in the statutory minimum.

9. Right of Inspection: The Agency shall have the right to inspect, at any reasonable time, the correctional facility owned by Facility, which houses Inmates.

10. Death of an Inmate: In the event of the death of an Inmate, Facility shall immediately notify the Agency. Arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. All costs of an autopsy shall be the responsibility of the Facility. The Agency shall assume full responsibility for said body upon its return to the Agency's jurisdiction.

11. Escapes: In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the agency and local authorities. Facility shall take any necessary steps to assist in the apprehension of the escaped Inmate. Facility shall bear any and all costs of and/or charges as the result of an escape.

12. Services for Inmates: All Inmates have access to reading materials, scheduled visits, religious services, and recreation activities.

13. Agreement: This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement, and understandings are superseded hereby.

14. Amendment: This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

15. Notices: All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery, or facsimile transmission as follows:

If to the Agency:

City of Clinton
105 E. Ohio
Clinton, MO 64735
Phone: (660)-885-6121

If to the Facility

Henry County Sheriff's Office
200 N. Main Street
Clinton, MO 64735
Phone: 660-885-7300

Either party may change their notification address or facsimile number upon reasonable notification of such change given to the other party.

16. Independent Contractor Status: Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out provision of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. This Agreement is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement and contract documents incorporated by reference herein. Facility shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Agency harmless with respect thereto.

17. Non-Exclusive Contract: Facility acknowledges that it doesn't have an exclusive contract with the Agency for the housing and care of Inmates in the custody of the Agency. Nothing in this Agreement shall be construed to create an exclusive relationship between the Agency and Facility for the care and confinement of Inmates.

18. Inmate Accounts: Facility shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements debiting such account for responsible amounts for the Inmates' purchase of personal items. Disbursements shall be made in limited amount as are reasonably necessary for such personal items. Facility shall be accountable to Agency for such Inmate funds. Upon the Inmate's return to the Agency during normal business hours the funds maintained in such account shall be returned with the Inmate to the Agency.

19. Programs: Inmates referred to Facility by the Agency shall have the same access to and right to participate in Facility's programs as all other general population inmates of Facility.

20. Indemnification:

a. By Facility: Facility shall indemnify and hold Agency harmless from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from or relating to the provision of services contemplated by this Agreement, and Facility shall, at the Agency's request, undertake in its name and defense of all actions arising from such occurrence while the Agency is a defendant; provided, however, that Facility shall not be required to indemnify the Agency for the Agency's violation of the terms of this Agreement with regard to Inmate History, as described in Paragraph 5 herein, or for the negligent act or omission of the Agency. Subject to the foregoing provision, Facility shall also pay all costs, damages, expenses and reasonable attorney's fees incurred by the Agency in connection with any such claims and shall not settle any such claim against the Agency without the consent of the Agency which consent shall not be unreasonably withheld. In the event the Facility has the opportunity to settle a loss on the Agency's behalf, and the Agency withholds its consent to settle such, and if the consent to settle was unreasonably withheld by Agency, then the obligation of the Facility shall not exceed the amount of the settlement offer as of the date of such refusal.

b. By Agency: The Agency shall not hold harmless or indemnify Facility for any liability whatsoever except the fraud or gross neglect of Agency in falsifying or failing to provide accurate criminal information on an Inmate, which accurately presented to the Facility would have caused Facility to reject such inmate in accordance with Paragraph 5. Nothing in this Agreement shall be construed to limit Facility's liability to the Agency; as such liability may exist by or under operation of law. Nothing in this section shall be construed as a waiver of the agency's sovereign immunity under Missouri law.

21. Successors and Assigns: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, and successors. The parties' rights and obligations under this Agreement may be assigned only upon the written consent of the other party, which consent shall not be unreasonable withheld. Notwithstanding the foregoing, Facility's obligations under the terms of this Agreement shall survive assignment and may not be absolved by the assignment its obligations under this agreement.

22. Anti-Discrimination Requirements: During the performance of this Agreement, Facility agrees as follows:

a. Facility will not discriminate against any employee or applicant for employment based on race, religion, color, sex, disability, age, national origin, or ancestry. Facility will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; the recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.

b. Facility will, in all solicitations or advertisements for employees placed by or on behalf of Facility, indicate that all qualified will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

c. Facility will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. Facility shall ensure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

e. If Facility shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and Facility may be declared ineligible for any further Agency contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, Facility shall have no claims for damages against the Agency on account of such terminations, cancellation, or suspension or declarations of ineligibility.



City of
Clinton
MISSOURI

FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, December 3, 2024 • 5:45 p.m.

Present:

COMMITTEE MEMBERS: Gene Henry Gary Mount Mayor Carla Moberly

STAFF: City Administrator Christy Maggi City Clerk Wendee Seaton

GUESTS: _____

1. Economic Development agreement
2. Minimum wage change:
 - Implementing minimum wage increase on January 1, 2025
 - Fire Department Pay Plan revision
 - Part-time positions
 - Looking ahead to January 1, 2026 increase
3. Parks and Recreation ATV bids for surplus property
4. Annual Service Bids:
 - Flower Planters at City Hall
 - Fuel Bids
 - Mowing for Code Enforcement
 - Pest Spraying
5. Review of October, 2024 financials



11/06/2024

City Council
City of Clinton, MO

Dear Members of the City Council,

On behalf of the Clinton Chamber of Commerce, I am writing to formally request a review and adjustment to the contract payment amounts from the City to the Chambers Economic Development Program for the upcoming 2025 budget year. This request is critical to support the Chamber's ability to fulfill the Economic Development goals outlined in the Agreement for Services.

The original contract, established in 2021, set forth annual payments from the City to the Chamber, aimed at supporting our mutual goals of economic development and business support. However, in recent years, these payments have not been adjusted in line with inflation, as outlined in the City's own inflation rate assessments. Specifically, the City's current inflation rate chart indicates that an increase of 22.37% for 2025 would be required to maintain parity with cost increases since the contract's inception. Unfortunately, due to prior years where payments were not adjusted to keep up with inflation, the Chamber general fund has subsidized economic development activities partially resulting in the Chamber operating under a budget deficit.

In addition to the inflationary adjustment, we are anticipating further costs related to the planned replacement of Mark Dawson, our Economic Development Director, who is set to retire in 2025. To ensure a smooth transition, the Chambers Economic Development program will be implementing a three-month overlap for training the new hire, which will incur additional expenses in payroll, benefits, and recruitment. We respectfully request that the City consider contributing to these one-time transition costs to help offset the burden on the Economic Development portion of these anticipated expenses.

The Chamber's operations have been impacted by rising costs in multiple areas, including program development, marketing, outreach efforts, and operational expenses. Without these adjustments, we will face significant challenges in delivering the high level of service expected by our business community and the City itself.

We are requesting to increase from \$126,000 to \$160,000 to adjust for inflation since 2021. We look forward to the City Council's consideration of both the inflation-adjusted payment increase and the additional support for our Economic Development employee transition in the 2025 budget year. This will allow the Economic Development program to sustain and continue its vital role in the economic prosperity of our community.

Thank you for your time and consideration. We look forward to continuing our partnership with the City Council and working together to ensure that Clinton remains a thriving place for businesses and residents alike. Please let us know if further documentation or discussion would be helpful in moving this request forward.


Sincerely,

Amber Hansen, 2024 Chamber President
Tonya Gilley, 2025 Chamber President Elect
Clinton Chamber of Commerce



City of
Clinton
MISSOURI

TO: Finance Committee and Public Safety Committee

FROM: Christy Maggi 
City Administrator

DATE: November 26, 2024

REF: Missouri minimum wage changes

On November 5, 2024, Missouri voters approved Proposition A, an initiative to:

... amend Missouri statutes to increase the state minimum wage beginning January 1, 2025 to \$13.75 per hour and increase the hourly rate \$1.25, to \$15.00 per hour beginning January 2026. Annually the minimum wage will be adjusted based on the Consumer Price Index. The law will require employers with fifteen or more employees to provide one hour of paid sick leave for every thirty hours worked. The amendment will exempt governmental entities, political subdivisions, school districts and education institutions from the minimum wage increase.

(Fair Ballot Language, MO Sec. of State website)

As a result, the City of Clinton is faced with some decisions. The first one relates to the exemption for governmental entities. The City is currently exempt from Missouri minimum wage requirements, but the City chose to implement the current Missouri minimum wage standards. It is my recommendation to do the same in regards to Proposition A. I believe the City would be at a distinct disadvantage in retaining and attracting employees if the City chooses to invoke the exemption.

Secondly, there are 7 FT employees who are currently below the new January 1, 2025 rate of \$13.75. All 7 are recently hired Fire Fighters (non-EMT) – Step 1 (\$13.63) in the Fire Dept. Since new hires are required to obtain EMT certification within 2 years of hire, Chief Manuel and I are recommending that all pay schedule classifications indicating non-EMT status be eliminated from the pay schedule (see attachment). A hire who fails to obtain EMT certification, as required, would be released from employment. We have one employee who was hired prior to the EMT requirement. We also have a recommendation for dealing with this situation.

Finally, we have many PT employees who range in pay from \$12.30 - \$13.50. This is a very difficult situation, in terms of equity. At this point, I am recommending that PT rates that are currently below \$13.75 be increased to \$13.75 on January 1.

These recommendations are intended to be a stop-gap measure, until we can fully examine all FT and PT pay structures, in light of Proposition A. We just have not had adequate time to do so since the November 5 vote.

FIRE

FY 2024-2025 HOURLY PAY PLAN

STEP:	1	2	3	4	5	6	7	8	9	10
Firefighter	14.45	14.89	15.22	15.56	15.85	16.07	16.24	16.39	16.57	16.79
Firefighter - High OT Rate	30.01	30.93	31.61	32.32	32.92	33.38	33.73	34.04	34.41	34.87
Engineer	15.37	16.10	16.35	16.72	17.01	17.23	17.39	17.55	17.74	17.93
Engineer - High OT Rate	31.92	33.44	33.96	34.73	35.33	35.79	36.12	36.45	36.84	37.24
Lieutenant	16.47	17.16	17.52	17.86	18.17	18.38	18.55	18.72	18.90	19.11
Lieutenant - High OT Rate	34.21	35.64	36.39	37.09	37.74	38.17	38.53	38.88	39.25	39.69
Captain	17.63	18.38	18.89	19.03	19.34	19.54	19.70	19.91	20.09	20.26
Captain - High OT Rate	36.62	38.17	39.23	39.52	40.17	40.58	40.92	41.35	41.73	42.08

Annual Salary = Hourly rate x 2,080 hours. There are 26 pay periods annually. High Overtime Rate (Extra Duty Pay) = hourly rate x 2,880 / 2,080 x 1.5.

Basic Volunteer Firefighter: \$12.00 per call

Volunteer with FFI Certification: \$14.00 per call

Volunteer with FFI Certification: \$16.00 per call

Part-time with FFI/II Certification: Pay commensurate with Classification and experience

FY 2024-2025 SALARY SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Deputy Fire Chief	68,494	70,192	71,324	72,456	73,587	75,083	76,577	78,070	79,565	81,059	82,961	84,862	86,765	88,667	90,569
Fire Chief	76,419	79,249	81,136	83,022	84,908	87,400	89,891	92,382	94,872	97,364	100,532	103,703	106,873	110,042	113,212

	LOW	PER HR	HIGH	PER HR
Deputy Fire Chief	68,494	32.93	90,569	43.54
Fire Chief	76,419	36.74	113,212	54.43

POSITION	EMPLOYEE	FISCAL YEAR										PROPOSED SALARY			
		19-20	20-21	21-22	22-23	23-24	24-25								
Deputy Fire Chief	Matt Willings	DFC9	DFC10	DFC10	DFC11	DFC11	DFC12								84,862
Fire Chief	Mark Manuel	FC10	FC11	FC11	FC11	FC12	FC13								106,873

After step 10 hourly and step 15 salary, increases will be COLA only.

Approved: 9/17/2024
 Revised: _____

FIRE

FY 2024-2025 HOURLY PAY PLAN

STEP:	1	2	3	4	5	6	7	8	9	10
Firefighter	43.63	44.06	44.38	44.73	45.02	45.24	45.42	45.55	45.72	45.95
Firefighter - High OT Rate	28.31	29.20	29.87	30.59	31.20	31.65	32.03	32.30	32.65	33.13
Firefighter / EMT	14.45	14.89	15.22	15.56	15.85	16.07	16.24	16.39	16.57	16.79
Firefighter / EMT - High OT Rate	30.01	30.93	31.61	32.32	32.92	33.38	33.73	34.04	34.41	34.87
Engineer	44.54	45.27	45.52	45.90	46.18	46.39	46.56	46.74	46.91	47.09
Engineer - High OT Rate	30.20	31.71	32.23	33.02	33.60	34.04	34.39	34.74	35.12	35.49
Engineer / EMT	15.37	16.10	16.35	16.72	17.01	17.23	17.39	17.55	17.74	17.93
Engineer / EMT - High OT Rate	31.92	33.44	33.96	34.73	35.33	35.79	36.12	36.45	36.84	37.24
Lieutenant	45.34	46.02	46.37	46.70	47.00	47.20	47.37	47.55	47.72	47.93
Lieutenant - High OT Rate	31.86	32.27	34.00	34.68	35.31	35.72	36.08	36.45	36.80	37.24
Lieutenant / EMT	16.47	17.16	17.52	17.86	18.17	18.38	18.55	18.72	18.90	19.11
Lieutenant / EMT - High OT Rate	34.21	35.64	36.39	37.09	37.74	38.17	38.53	38.88	39.25	39.69
Captain	46.46	47.19	47.70	47.93	48.15	48.34	48.51	48.70	48.88	49.05
Captain - High OT Rate	34.19	35.70	36.76	37.03	37.70	38.09	38.44	38.84	39.21	39.57
Captain / EMT	17.63	18.38	18.89	19.03	19.34	19.54	19.70	19.91	20.09	20.26
Captain / EMT - High OT Rate	36.62	38.17	39.23	39.52	40.17	40.58	40.92	41.35	41.73	42.08

Annual Salary = Hourly rate x 2,080 hours. There are 26 pay periods annually. High Overtime Rate (Extra Duty Pay) = hourly rate x 2,880 / 2,080 x 1.5.

Basic Volunteer Firefighter: \$12.00 per call

Volunteer with FFI Certification: \$16.00 per call

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Part-time with FFI Certification: Pay commensurate with Classification and experience

FY 2024-2025 SALARY SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Deputy Fire Chief	68,494	70,192	71,324	72,456	73,587	75,083	76,577	78,070	79,565	81,059	82,961	84,862	86,765	88,667	90,569
Fire Chief	76,419	79,249	81,136	83,022	84,908	87,400	89,891	92,382	94,872	97,364	100,532	103,703	106,873	110,042	113,212

	LOW	PER HR
Deputy Fire Chief	68,494	32.93
Fire Chief	76,419	36.74

	HIGH	PER HR
Deputy Fire Chief	90,569	43.54
Fire Chief	113,212	54.43

POSITION	EMPLOYEE	FISCAL YEAR										PROPOSED SALARY
		19-20	20-21	21-22	22-23	23-24	24-25					
Deputy Fire Chief	Matt Willings	DFC9	DFC10	DFC10	DFC11	DFC11	DFC12	DFC12			84,862	
Fire Chief	Mark Manuel	FC10	FC11	FC11	FC11	FC12	FC13			106,873		

After step 10 hourly and step 15 salary, increases will be COLA only.

Approved: 9/17/2024

BID RESULTS

11/25/2024

Project for Bid: **1998 Yamaha ATV**

Department: **Park & Rec**

VENDORS

	Ericka & Noah Schussler (660)492-3863 ericka.schussler@outlook.com	
Bid Amount	\$250.00	



MISSOURI RECEIVED NO LATER THAN:

[Empty rectangular box for stamp or date]

Monday, November 25, 2024 at 10:00 AM CST

BID ITEM: 1998 Yamaha Big Bear 350 ATV

The City of Clinton Park Department will be accepting sealed bids on the following surplus item:

- 1998 Yamaha Big Bear 350 ATV
- VIN# JY44WUW00WA022998

For questions regarding the ATV or to make arrangements to view the ATV, please contact John McClendon (660)525-4114 between the hours of 8am to 4pm, Monday thru Friday.

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

Bids submitted after the deadline will be rejected.

The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, 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.

BID AMOUNT: \$250.⁰⁰ SIGNATURE *Erica Schuster Noah Schuster*

Name: *Erica Schuster / Noah Schuster*

Phone #: *660-492-3863*

Email: *ericka.schuster@outlook.com* By: *Noah Schuster*
(Authorized Representative)

Date: *11-19-24*

BID RESULTS

Date 11/26/2024

Item for Quote: Flower Planters, City Hall

VENDORS

Skaggs Enterprises Inc 1003 E. Ohio Clinton, MO 64735 (660)885-7080 skaggsentinc@embarqmail.com		2024 Rate:
\$650.00		\$625.00

REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NOT LATER THAN:

November 26, 2024 AT 10:00 AM CST



BID ITEM: FLOWER PLANTING: CITY HALL PLANTERS

Time period of January 1, 2025 – December 31, 2025

BID SPECIFICATIONS:

- Prepare Planter Flower Beds
- In the Spring: Plant Flowers in the City Hall Planters:
(2) Planters in front of City Hall, (1) Planter in front of Police Dept., (2) Planters by Clock Tower
- In the Winter: Mulch Beds

BID AMOUNT: \$65000

Please quote lowest price on items listed and submit before deadline. **Sealed bids should be sent to the attention of Deborah Nelson – "Flower Planting"** and may be mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735. They may also be dropped off at City Hall, faxed with a cover sheet to 660-885-2023 or emailed to dnelson@cityofclintonmo.com. Bids submitted after the deadline will be rejected.

A City of Clinton Business License must be obtained by the selected vendor.

The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or 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 and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and all which are part of this bid.

Name: K Lynn Shaggs

SIGNATURE

Company: Shaggs Enterprises Inc.

Address: 1023 E. Ohio

Clinton Mo 64735

By: [Signature]
(Authorized Representative)

Phone #: 660-885-7080

Email: shaggsentire@embarqmail.com

Date: 11-26-24

REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NOT LATER THAN:

November 26, 2024 AT 10:00 AM CST



BID ITEM: FUEL BIDS, UNLEADED & DIESEL

Time period of January 1, 2025 – December 31, 2025

1. **Type of Fuel:** Unleaded gasoline with minimum octane of 87. No. 2 diesel blended with additives for the respective season.
2. **Availability:** Fuel to be available in the City of Clinton 24 hours per day, 365 days per year. This may be done by either an attended or unattended card type operation.
3. **Invoicing/Accounting:** Monthly invoices required. Cards with separate numbers shall be required for each of the City's 11 departments or offices. Invoices shall be itemized with the quantity and type of fuel purchased.
4. **Payment:** Invoices will normally be paid within 20 days of submittal. Invoices paid within 30 days of submittal shall not be subject to any additional charges.
5. **Deliveries:** Vendor shall deliver, as needed during normal business hours, unleaded and/or diesel fuel to 250-300 gallon farm tanks at the following locations:
 - Park Maintenance Shed** Tulip Drive, Artesian Park
 - Street Department** 801 E. Sedalia Ave
 - Englewood Cemetery** 626 S. Vansant Road
5. **Pricing:** The lowest self-service price available in the City of Clinton on the 30th day of each month shall be the benchmark price for fuel purchased beginning on the first day of the subsequent month.

Any deviations from these specifications must be noted and explained. The City reserves the right to reject any and all bids and to waive minor irregularities in bids.

Approximate Annual Usage: **Unleaded 36,000 gallons**

Diesel: **9,000 gallons**

BID: Unleaded pump price shall be at least .075 cents below the benchmark price.

Diesel fuel pump price shall be at least .075 cents below the benchmark price.

Unleaded price delivered to tanks shall be at least .075 cents below benchmark price.

Diesel price delivered to tanks shall be at least .075 cents below the benchmark price.

Please quote lowest price on items listed and submit before deadline.

Sealed bids should be sent to the attention of Deborah Nelson – “Fuel Bid” and may be mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735. They may also be dropped off at City Hall, faxed with a cover sheet to 660-885-2023 or emailed to dnelson@cityofclintonmo.com. Bids submitted after the deadline will be rejected. A City of Clinton Business License must be obtained by the selected vendor.

The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or 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 and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and all which are part of this bid.

Name: Trey Glenn
Company: MFA Oil Company
Address: 210 W Ohio st
Clinton MO 64735
Phone #: 660 885 3001
Email: trey.glenn@mfaoil.com
Date: 11-19-24

SIGNATURE

By: _____



(Authorized Representative)

105 E. Ohio, Clinton, MO 64735 • Office: (660) 885-6121 • Fax: (660) 885-2023
Email: dnelson@cityofclintonmo.com

BID RESULTS

Date 11/26/2024

Item for Quote: Mowing for Code Enforcement

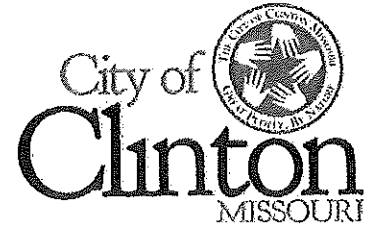
VENDORS

	Skaggs Enterprises Inc 1003 E. Ohio Clinton, MO 64735 (660)885-7080 skaggsentinc@embarqmail.com		2024 Rates:
1/4 Acre	\$55.00		\$50.00
1/2 Acre	\$100.00		\$95.00
1 Acre	\$125.00		\$120.00
1.25 Acres	\$150.00		\$145.00
1.5 Acres	\$175.00		\$170.00
2 Acres	\$200.00		\$195.00

REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NOT LATER THAN:

November 26, 2024 AT 10:00 AM CST



BID ITEM: MOWING FOR CODE ENFORCEMENT

Time period of January 1, 2025 – December 31, 2025

Bid Amount to Mow and Trim the Following Areas:

Most mow and trim jobs will be the 1/4 acre size. Larger sizes are not that common but possible.

1/4 Acre: <u> \$55⁰⁰ </u>	1/2 Acre: <u> \$100⁰⁰ </u>
1 Acre: <u> \$125⁰⁰ </u>	1.25 Acres: <u> \$150⁰⁰ </u>
1.5 Acres: <u> \$175⁰⁰ </u>	2 Acres: <u> \$200⁰⁰ </u>

Note: *Some areas may have limbs and/or debris to move and mow around.*

Note: *Invoices need to be submitted per property within one week of mowing.*

Please quote lowest price on items listed and submit before deadline. **Sealed bids should be sent to the attention of Deborah Nelson – “Code Enforcement Mowing”** and may be mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735. They may also be dropped off at City Hall, faxed with a cover sheet to 660-885-2023 or emailed to dnelson@cityofclintonmo.com. Bids submitted after the deadline will be rejected.

A City of Clinton Business License must be obtained by the selected vendor.

The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or 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 and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and all which are part of this bid.

Name: K Lynn Skaggs

SIGNATURE

Company: Skaggs Enterprises Inc.

Address: 1003 E. Ohio
 Clinton Mo 64735

By: K Lynn Skaggs
(Authorized Representative)

Phone #: 660-885-7080

Email: skaggsentinc@earthlink.net Date: 11-26-24

REQUEST FOR BID

Date: 11/26/2024

Item for Quote: **PEST SPRAYING BIDS**

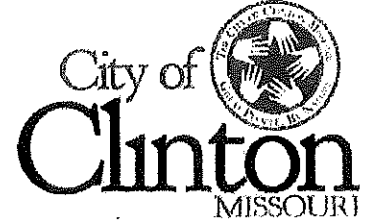
VENDORS

Item for Quote:	Jerry's Termite & Pest Mtg, LLC 702 S. Main Clinton, MO 64735 (660)885-5378 paul@jerryspest.com	Crain Pest & Lawn 110 W. Green St Clinton, MO 64735 (660)885-8733 keith@crainpestandlawn.com	2024 Rates
City Hall	\$65.00	\$55.00	\$65.00
Fire Station	\$65.00	\$55.00	\$65.00
Comm. Center	\$45.00	\$55.00	\$45.00
Benson Center	\$45.00	\$55.00	\$45.00
Aquatic Center	\$45.00	\$55.00	\$45.00
Swim Pool Bath House & Concession Stand (May-Aug)	\$65.00	\$55.00	\$65.00
Park Mtc Shop Annual Termite Spray	\$145.00	\$85.00	\$145.00
Quarterly McClane Chapel	\$145.00	\$45.00	New

REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NOT LATER THAN:

November 26, 2024 AT 10:00 AM CST



BID ITEM: PEST SPRAYING

Time period of January 1, 2025 – December 31, 2025

	<u>Location</u>	<u>Address</u>	<u>Quote Price</u>
MONTHLY	City Hall	105 E. Ohio	<u>55.⁰⁰</u>
	Fire Station	301 S. Washington	<u>55.⁰⁰</u>
	Community Center	1004 E. Sedalia	<u>55.⁰⁰</u>
	Benson Center	1008 E. Sedalia	<u>55.⁰⁰</u>
	Aquatic Center	1006 E. Sedalia	<u>55.⁰⁰</u>
(MAY – AUG)	Swimming Pool Bath House and Concession Stand	Artesian Park	<u>55.⁰⁰</u>
ANNUAL TERMITE SPRAY	Park Maintenance Shop	723 Tulip	<u>85.⁰⁰</u>
QUARTERLY	McClane Chapel	Englewood Cemetery	<u>45.⁰⁰</u>

Bidders are to be licensed and insured.

Please quote lowest price on items listed and submit before deadline. Sealed bids should be sent to the attention of Deborah Nelson – "Pest Spraying" and may be mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735. They may also be dropped off at City Hall, faxed with a cover sheet to 660-885-2023 or emailed to dnelson@cityofclintonmo.com. Bids submitted after the deadline will be rejected.

A City of Clinton Business License must be obtained by the selected vendor.

The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or 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 and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and all which are part of this bid.

Name: Keith Kessee

SIGNATURE

Company: Craun Pest + Lawn

Address: 110 W. Green - PO Box 404

Clinton, MO 64735

By: _____

(Authorized Representative)

Phone #: 660-885-8733

Email: Keith@craunpestandlawn.com

Date: 11-21-24



November 22, 2024

City of Clinton
Attn: Deborah Nelson
105 E Ohio
Clinton, MO 64735

Deborah,

Enclosed/Attached is our Bid for 2025 Pest Control.

Additionally, we have enclosed/attached our recommendations and response to the request from Paula for exterior rodent stations at the Benson and Community Centers.

We are very grateful to have the opportunity to service the City of Clinton and hope to continue to do so.

Please contact me or Tracy Mosley-Boeschen with any questions.

Best Regards,



Paul Cunningham

Contact Information:
Paul Cunningham, 660-492-2458
paul@jerryspest.com

Tracy Mosley-Boeschen, 660-885-5378 (Office) /660-428-6998 (Cell)
tracy@jerryspest.com



660-885-5378



PO Box 533, Clinton, MO 64735

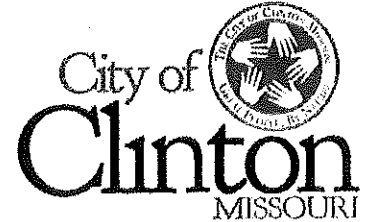


info@jerryspest.com

REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NOT LATER THAN:

November 26, 2024 AT 10:00 AM CST



BID ITEM: PEST SPRAYING

Time period of January 1, 2025 – December 31, 2025

	<u>Location</u>	<u>Address</u>	<u>Quote Price</u>
MONTHLY	City Hall	105 E. Ohio	<u>65.00 per month</u>
	Fire Station	301 S. Washington	<u>65.00 per month</u>
	Community Center	1004 E. Sedalia	<u>45.00 per month</u>
	Benson Center	1008 E. Sedalia	<u>45.00 (See attached request)</u>
	Aquatic Center	1006 E. Sedalia	<u>45.00 per month</u>
(MAY – AUG)	Swimming Pool Bath House and Concession Stand	Artesian Park	<u>65.00 per month May to August</u>
ANNUAL TERMITE SPRAY	Park Maintenance Shop	723 Tulip	<u>145.00 Annual Fee</u>
QUARTERLY	McClane Chapel	Englewood Cemetery	<u>145.00 per quarter</u>

Bidders are to be licensed and insured.

Please quote lowest price on items listed and submit before deadline. Sealed bids should be sent to the attention of Deborah Nelson – “Pest Spraying” and may be mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735. They may also be dropped off at City Hall, faxed with a cover sheet to 660-885-2023 or emailed to dnelson@cityofclintonmo.com. Bids submitted after the deadline will be rejected.

A City of Clinton Business License must be obtained by the selected vendor.

The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or 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 and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and all which are part of this bid.

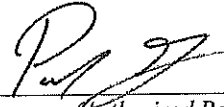
Name: Paul Cunningham

SIGNATURE

Company: Jerry's Pest Management, LLC

Address: 702 South Main Street

Clinton, MO 64735

By: 
(Authorized Representative)

Phone #: 660-885-5378

Email: paul@jerrypest.com, tracy@jerrypest.com

Date: 11/22/2024

105 E. Ohio, Clinton, MO 64735 • Office: (660) 885-6121 • Fax: (660) 885-2023 Email: dnelson@cityofclintonmo.com



November 22, 2024

City of Clinton
Attn: Deborah Nelson
105 E Ohio St.
Clinton, MO 64735

Deborah,

Thank you so much for the opportunity to present our 2025 Bid for Pest Spraying.

While doing our routine monthly service in November 2024, we discovered unenclosed bait for rodents was placed in the kitchen, dining and other areas throughout the Benson Center and the Community Center by maintenance. This could potentially be a liability as the bait could be harmful to anyone that unintentionally ingested it or physically handled it without properly washing their hands afterwards. While trying to control the mice/rodents, there could be unintended targets.

We recently placed 6 indoor rodent stations to enclose the bait in the kitchen areas. When doing so, Paula requested that we propose to place exterior rodent stations around the outside of the structures. The best way to mitigate any rodent issues is to keep them from coming inside to begin with. The boxes are weighted and require a special key to get access to them.

To adequately cover the exterior of those structures, we would need to place 20 to 26 stations. The stations would be provided by Jerry's Pest Management. We do not sell the stations, but we offer them as part of the service. There would be no up-front costs for the stations themselves.

We would however charge a service fee to clean out and restock each of the stations when doing our regular scheduled maintenance. The service fee would be \$156.00 per month.

If you have any questions about this request or any of the information included in the bid, please contact us.

Paul Cunningham, Owner/Operator – Jerry's Pest Management



660-885-5378



PO Box 533, Clinton, MO 64735



info@jerryspest.com

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN ENGINEER SERVICES AGREEMENT AND PROPOSAL FOR SERVICES - NO. 1 BETWEEN THE CITY OF CLINTON (CITY) AND GARVER, LLC (GARVER) FOR SERVICES RELATED TO A MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR) GRANT.

WHEREAS, the City solicited Statements of Qualifications from engineering firms for planning, design and construction oversight services, per MDNR requirements; and

WHEREAS, Garver was selected as the preferred engineering firm, based on a qualification-based evaluation process; and

WHEREAS, MDNR has reviewed and approved the contractual documents;

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

1. The Engineer Services Agreement with Garver (attached) is hereby approved.
2. Proposal for Services – No. 1 (attached) is hereby approved.
3. The Mayor and City Administrator are authorized to execute said documents on behalf of the City of Clinton.

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

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

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

Carla Moberly, Presiding Officer

ATTEST:

Ayes -
Nays -

Wendee Seaton, City Clerk

Carla Moberly, Mayor

ENGINEER SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2024, by and between the City of Clinton, (herein "City") and Garver, LLC . (herein "Engineer").

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 Engineer shall provide the City professional services for the benefit of the City as set forth in specific Proposals and Scopes of Work submitted by Engineer and accepted by City, and the Engineer shall provide the City, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work outlined. Engineer agrees to provide all such 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. Time is of material consideration under this Agreement. Engineer agrees to provide services by and through qualified personnel under according to the ordinary and reasonable technical skill that is ordinarily used by a member of the profession in similar circumstances. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Engineer by the City or City's representative, or a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Engineer work performed without a City approved written proposal for professional 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 Engineer, based upon City approved proposals submitted by the Engineer, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Engineer in writing. All proposals for work submitted by the Engineer to the City for work shall at a minimum contain the following:
 - 1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Engineer. When the City provides the Engineer with a written and/or graphic request for proposal, the Engineer's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Engineer 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 Engineer does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the reasonable judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Engineer to provide optional services, the Engineer's proposal shall respond to the options requested, or provide reasons why the Engineer cannot provide or respond to the request for optional services.
 - 1.2 **Creation of Contract Documents** – Engineer shall not without the express written permission of the City draft and/or create any contract documents, except for technical specifications and plans, for any project that Engineer is assigned. Engineer shall not be compensated for any contract documents drafted or created which are in violation of this provision. In the event that Engineer is asked to draft and/or create contract documents by the City, then said contract documents must be in compliance with the City's then existing contract standards for public projects and no compensation shall be provided to Engineer for contract documents which fail to meet the City's standards according to the industry standard of care.
 - 1.3 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Engineer under the proposal. When the City provides the Engineer with a written and/or graphic request for proposal, the Engineer'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. Engineer shall allow at least five weeks in its schedule for City to complete review of Engineer's work. Review shall be as follows: at 25% completion, one week, at 50% completion, two weeks and at 95% completion, three weeks.

- 1.4 **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 Engineer to provide work on an hourly fee plus expense basis, the Engineer'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.
- 1.5 **Signatures** - Engineer proposals for services under this agreement shall be signed and dated by the Engineer or an authorized representative of the Engineer (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.
2. **Compensation** - In consideration for the Engineer's provision of services under this agreement, the City agrees to compensate the Engineer for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. 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 Engineer, 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 Engineer's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for work already complete. City may retain five percent (5%) of any partial payment pending final completion of the contract 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 work or work not performed on a timely basis in accordance with the Engineer's proposal when delays in performance of services are not attributable to the City nor any other cause outside of the control of Engineer, or as a result of a billing dispute between

the City and Engineer. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Engineer's favor. Notwithstanding any provision to the contrary, Engineer shall be entitled to an equitable adjustment in the Agreement price and project schedule for impacts to the services provided under this agreement resulting from events beyond Engineer's control.

3. **City Responsibilities** - City agrees to furnish Engineer with all current and available information for each task or project assigned to Engineer, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder. Engineer shall notify City of all information it may require from City or other Engineers and Contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Engineer. The Engineer shall be entitled to rely upon the accuracy and completeness of such information, and the Engineer may use such information in performing services under this agreement.
4. **Coordination of Work and Work Product** - Engineer shall coordinate all work with the City's designated representative for each task or project assigned to Engineer 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. Subject to the Engineer's right to ownership under Section 17, all reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials required as deliverables to be submitted by or to the City under this agreement shall also 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** - To the extent Engineer's work will require any field work, testing, sampling or otherwise, during any active construction or excavation activities, the requirements of this Section shall apply to Engineer's personnel on site. The Engineer will be responsible for initiating, maintaining and supervising all reasonable safety precautions and programs in connection with their services provided under this Agreement. The Engineer will take all reasonably 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 Engineer 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. Notwithstanding anything to the contrary herein, 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 construction contract documents applicable to the contractor's work, even when Engineer is performing construction phase services.
 - 5.1. The Engineer will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Engineer will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection of its employees while said employees are providing on-site services under this Agreement. The Engineer will notify City of known adjacent utilities when Engineer's work may affect them. The Engineer will remedy all damage, injury or loss to any property to the extent caused by the Engineer. Except to the extent expressly included as part of the services in the applicable proposal, Engineer will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Engineer is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Engineer responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

- 5.2 All Engineers 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 Engineer 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 unpaid payment.

- 5.3 The Engineer 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 to the extent Engineer's employees are included in activities related to construction. Engineer 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 Engineer's field work would cause any activity by Engineer within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Engineer shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all third-party claims, damages, losses and expenses (including but not limited to reasonable attorney's fees) attributable to bodily injury (including death) or tangible property damage to the extent caused by any negligent act or failure to act of Engineer, of any Subcontractor (meaning anyone, including but not limited to Engineers having a contract with Engineer or a subcontract for part of the services), of anyone directly or indirectly employed by Engineer or by any Subcontractor, or of anyone for whose acts the Engineer or its Subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **General Insurance Requirements** - Engineer shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Engineer's work, whether such execution be by the Engineer, 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 is not protected under the workmen's compensation statute, the Engineer shall 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 Engineer, 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 sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

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. Engineer's own automobiles and trucks,
- b. Hired automobiles and trucks, and

c. Automobiles and trucks now owned by the Engineer.

The insurance shall cover the use of the above mentioned automobiles and trucks during the term of this Agreement. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Professional Liability** - Claims for damages resulting from errors or omissions of the Engineer or its employees in the amount of at least \$1,000,000.00 per claim or \$2,000,000.00 aggregate.

6.7 **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 Engineer's services 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 sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

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 on all policies excepting Professional Liability and Workers Compensation.

7. **Indemnification** - Failure of Engineer to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Engineer's obligations to maintain such insurance coverage and Engineer shall indemnify and hold the City and all its personnel harmless from and against any and all third-party tort claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, for bodily injury (including death) and tangible property damage to the extent caused from the negligent performance of services, provided that any such claim, damage, loss or expenses, is caused by the negligent act, omission and or liability of the Engineer, its agents or employees under this agreement. Further, Engineer shall hold City harmless from any fines or fees assessed by third-party governmental agencies due to failure by Engineer 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 Engineer's proposal for services, the Engineer shall not delegate or subcontract any work to be performed by the Engineer under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.
9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Engineer agrees to retain and provide the City with reasonable access, upon prior advanced written notice, 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, Engineer agrees to either retain all test products or samples collected by or submitted to Engineer, or return same to the City as mutually agreed upon. In absence of agreement, Engineer shall not dispose of test samples or products without notice to or consent by the City or the City's representative. Notwithstanding any provision to the contrary, in no event shall Engineer's proprietary information be subject to audit, including the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates), unless required by applicable law.
10. **Additional Services** - No compensation shall be paid for any service rendered by the Engineer 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 Engineer prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Engineer shall be entitled to no additional compensation.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City of Clinton City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Administrator, or their designee. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Clinton City Council or City Administrator, or their designee. In this regard, it is understood and agreed that the Engineer shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Administrator in writing. When the term City's representative is used, it shall mean the City Administrator or their designee as specified in writing.
12. **Period of Services and Termination** – The period of performance under this agreement shall be as specified in the proposal. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Engineer written notice of termination. Upon receipt of such notice, Engineer 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 Engineer 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 Engineer 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 as well as documented and reasonable project closeout costs and demobilization fees. If the City questions the extent of work on a final invoice, the Engineer shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Engineer prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Engineer upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Engineer. In the event of termination by the Engineer, the other provisions concerning termination contained in this paragraph shall be applicable.
13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.
14. **Certification of Lawful Presence / Work Authorization** - Engineer will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Engineer shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities assessed by third-party governmental agencies as a result of Engineer'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.
15. **Nature of Relationship** - Engineer herein is an independent party and shall not act as an agent for the City, nor shall Engineer be deemed to be an employee of the City for any purposes whatsoever. The Engineer shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.
16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

17. **Ownership of Plans and Documents - Records.** In addition to City's ownership rights under Section 4, the field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Engineer shall also deliver all electronic information on CD in Adobe ".pdf" format. Any documents submitted in AutoCAD format shall have Engineer's seal removed. City shall assume all liability for reuse of AutoCAD documents and all other deliverables of Engineer, other than by Engineer, or except as specifically authorized by Engineer.

The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other maps, records, or other materials available to the City from any other public agency or body. The Engineer shall have no liability for defects in the services attributable to the Engineer's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.

The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer.

Notwithstanding any other provision to the contrary, any and all underlying intellectual property, if any (unless provided by the City), shall remain the property of Engineer such that Engineer may continue to perform its business in the normal course.

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

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

GARVER, LLC

CITY OF CLINTON, MISSOURI

BY:

Carla Moberly Mayor

DATE: _____

DATE: _____

ATTEST:

BY:

Wendee Seaton, City Clerk

PROPOSAL FOR SERVICES - NO. 1
Stoneridge Sewer Facility Plan

This Proposal for Services (“PROPOSAL”) pertains to an Engineer Services Agreement by and between the City of Clinton, Missouri, (“OWNER”), and Garver, LLC (“ENGINEER”), dated _____, 2024, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Proposal shall not be binding until it has been signed by both parties. Upon execution, this Proposal shall supplement the Agreement as it pertains to the project described below. All terms of the Agreement shall apply to this Proposal.

PROPOSAL FOR SERVICES: NO. 1

PROJECT NAME: Stoneridge Sewer Facility Plan

PART 1.0 SCOPE OF SERVICES

- 1.1 The Scope of Services shall be as outlined in the attached EXHIBIT A.
- 1.2 Additional Services:
 - 1.2.1 The Facility Plan should consider the feasibility of constructing and operating a no-discharge alternative in accordance with 10 CSR 6.010(4)(A)5 and 10 CSR 20-8.110(5)(E)3.
 - 1.2.2 The Facility Plan should consider a reasonable cost estimate to bring the existing system into compliance to assure the most cost-effective alternative is chosen.
 - 1.2.3 A draft of the report will be submitted to MDNR within 457 days from the effective date of the grant.

PART 2.0 PROJECT COST

- 2.1 The total price for service to be performed may not exceed Sixty-Two Thousand Two Hundred Forty-Two Dollars and Zero Cents (\$62,242.00), per attached EXHIBIT B, except by amendment.
- 2.2 Payment for Services: Owner shall make payment to Engineer in accordance with section 8.960, RSMo.

This Proposal for Services is executed this _____ day of _____, 2024.

OWNER:
City of Clinton

ENGINEER:
Garver, LLC

BY: _____

BY: _____

NAME: Christina A. Maggi

NAME: _____

TITLE: City Administrator

TITLE: _____

ADDRESS: 105 E. Ohio
Clinton, MO 64735

ADDRESS: _____



EXHIBIT A
(SCOPE OF SERVICES)

GENERAL

Generally, the scope of services includes project management, surveying, and developing an engineering report for improvements to incorporate the leachate flow from an existing low pressure sewer system located on west edge of town. The boundary of Stoneridge subdivision is generally described as Linwood Road and Glenwood Road, both off Booth Road just outside the City of Clinton's city limits. Improvements will consist primarily of abandoning the sand filter and providing an extension to connect the existing low pressure sewer system to the existing gravity system off Ulrich Road and/or Booth Road. An estimate of 2,000 linear feet of extension may be required.

1. TASK 1 - PROJECT MANAGEMENT

1.1 Garver will prepare for and conduct an in-person project kickoff meeting with the Owner. The kickoff meeting will include the following:

- A. Develop a project management plan, including project objectives, project deliverables, project communication, protocol, project schedule, project documentation, and work plan.
- B. Prepare and present a request for information to the Owner prior to the project kickoff meeting.
- C. Prepare kickoff meeting minutes that document discussions and action items.

1.2 Garver will also perform the following:

- A. Conduct internal reviews of deliverables with the comments incorporated prior to delivery to Owner.
- B. Provide project planning and scheduling including up to one (1) virtual meeting and one (1) in person meeting with Owner to coordinate the planning and scheduling tasks of the project.
- C. Provide the Owner with monthly project status reports including progress on work tasks and schedule throughout the project.
- D. Submit to Owner detailed monthly invoices.

2. TASK 2 - SURVEYS

2.1. Design Surveys

Engineer's subcontractor will provide topographic survey data for designing the Project, and this survey will be tied to the Owner's control network. General extents of the survey are shown in the figure below.



Engineer's subcontractor will locate buildings and other structures, streets, drainage features, trees over four inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site within the right of way. Missouri One Call will be contacted for utility marking. Engineer or their subconsultants are not responsible for utilities not properly marked. Engineer's subcontractor will establish control points for use during construction.

2.2. Property Surveys

Garver's subconsultant will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

3. **TASK 3 - GEOTECHNICAL SERVICES**

Geotechnical is not anticipated for the completion of the project and not included in this scope of services. Any information provided by Owner to Engineer is assumed as correct.

4. **TASK 4 - COORDINATION**

Garver will furnish pre-design report, and preliminary plans to Missouri Department of Natural Resources (MoDNR) for their review and comment. Garver anticipates one round of comments to be addressed and one (1) resubmittal.



Garver will also attend one (1) coordination meeting if required with the Owner and agency as required. Garver will prepare exhibits for these meetings when appropriate.

5. TASK 5 - ENVIRONMENTAL SERVICES

Environmental Services are not anticipated for the completion of the Project and not included in this scope of services but can be added by amendment. Any information provided by Owner to Engineer is assumed as correct.

6. TASK 6 – PRE-DESIGN

The draft pre-design phase submittal will include pre-design report providing details of the proposed connections including an estimated organic loading and hydraulic capacity from the subdivision, preliminary alignment, and an opinion of probable construction cost.

The estimated organic loading and hydraulic capacity from the Stoneridge Subdivision will be based on MoDNR's "Wastewater Guidelines and Standards Document" dated February 2019. No flow monitoring is included with this scope. This data will be used to confirm the collection system has capacity. It is assumed the City will provide hydraulic loading and organic loading data from the treatment plant and confirm to Engineer the plant has capacity to treat the additional wastewater. Wastewater treatment plant capacity (hydraulic or biological) studies are not included in this scope of work. If flow data at the pump stations is not available, data loggers and pump draw down tests will be needed to determine current flows and capacity of the pump stations. If required, the Engineer can provide a standard operating procedure memorandum on how this draw down test needs to be performed; however, the test itself will require additional assistance from Alliance staff members.

Pre-design report submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an opinion of probable construction cost (OPCC) according to American Association of Cost Engineering Level 4 estimates with an expected cost accuracy range of -30% to +50%. The Owner will have two (2) weeks to review the report. Garver will incorporate written comments from the Owner into the report prior to submitting to MoDNR. Plan and profile sheets will be a 1"=10' vertical scale with a 1"=20' horizontal scale. This pre-design report will meet the requirements of a facility plan for the Regional Incentive Grant in accordance with 10 CSR 20-8.110 Chapter 8 Minimum Design Standards.

7. PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. Three (3) hard copies of the Draft pre-design report (Facility Plan) and opinion of probable construction cost.
- B. Three (3) hard copies of the Final pre-design report (Facility Plan) and opinion of probable construction cost.

8. EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.



- B. Submittals or deliverables in addition to those listed herein.
- C. Pavement Design beyond City Standards.
- D. Design of any utilities relocation other than included herein.
- E. Retaining walls or other significant structural design
- F. Street lighting or other electrical design
- G. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP.
- H. Construction materials testing.
- I. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- J. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- K. Services after construction, such as warranty follow-up, operations support, etc.
- L. Geotechnical Services
- M. Environmental Services
- N. Property Acquisition
- O. Construction Observation
- P. Presentation to Council/Commission
- Q. Preliminary and Final Design
- R. Bid Phase Services
- S. Construction Administration
- T. Utility Coordination

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

9. SCHEDULE

Garver shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Kick Off Meeting	14 days after NTP is issued
Surveys – Design and Property	60 calendar days from NTP
Pre-design Report Draft Submittal	90 calendar days from NTP
City Review of Draft Report	14 calendar days after submittal of draft design report
Pre-design Report Submittal	21 calendar days after City Review
City Review of Final Pre-design Report	14 calendar days after final Pre-design report submittal
MoDNR Draft Submittal	7 calendar days from City approval of Final Pre-design Report
MoDNR Final Submittal	14 calendar days after receiving MoDNR Comments on Draft Submittal

Exhibit B

City of Clinton Sewer Connection

FEE SUMMARY

Basic Services Section	Estimated Fees
TASK 1 - PROJECT	\$ 12,682.00
TASK 2 - SURVEY	\$ 5,880.00
TASK 3 - GEOTECHNICAL	\$ -
TASK 4 - COORDINATION	\$ 3,418.00
TASK 5 - ENVIRONMENTAL	\$ -
TASK 6 - CONCEPTUAL DESIGN	\$ 40,262.00
TASK 7 - PRELIMINARY DESIGN	\$ -
TASK 8 - FINAL DESIGN	\$ -
TASK 9 - BIDDING SERVICES	\$ -
TASK 10 - CONSTRUCTION PHASE SERVICES	\$ -
Subtotal for Basic Services Section	\$ 62,242.00
Additional Services Section	Estimated Fees
TASK (Number - Description)	\$ -
Subtotal for Additional Services Section	\$ -
Total All Services	\$ 62,242.00