



## **AGENDA**

Clinton City Council Regular Meeting  
City Hall • 105 E. Ohio Street, Clinton, MO 64735  
Tuesday, April 15, 2025 • 6:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes:**
  - a. Approval or correction of the minutes of the City Council Meeting of April 1, 2025.
5. **Personal Appearances:**
6. **Reports:** None.
7. **Second Reading of Previously Read Bills:** None.
8. **Committee Reports:**
  - a. **Public Works Committee Report:**
    1. **Community Development:**
      - a. February Building Report: Information only.
      - b. Rezoning Application for 820 N Price Lane: Planning Commission recommends approval 5.0.4. PWC recommends approval 2-0.  
  
**Bill No. 2025-02 - An Ordinance approving the re-zoning of land in Clinton, Missouri from A-1 Agricultural Rural Residential to C-O Office.**
    2. **Street Department:**
      - a. City Wide Cleanup Options: Recommend doing a Fee Free Week for city residents.
      - b. Update on Street Cuts: Reviewed list of cuts for HCWC. TJ in contact with all permit holders to get cuts repaired.
      - c. Isuzu Truck: On track for a June delivery.
    3. **Waste Water:**
      - a. February Ops Report: Reviewed report. Information only.
      - b. Stoneridge RIG Project update:
        - Garver monthly reports: Information only.
        - Formation of sewer district: Information only.
    4. **Park & Recreation**
      - a. Report on lightning strike at Community Center complex: Information submitted to insurance. Adjuster will be in contact with staff.



- b. Aquatic Center Roof Project: Have requested ACSE 7 compliance confirmation.
  - c. Antioch Park Urban Trail: Waiting on MDC approval of signs. Cap on culvert is completed. Parking lot stripping to be done.
- b. **Public Safety Committee Report:** None.
- c. **Finance Committee Report:**
  - 1. Clinton Regional Airport
    - Security cameras
    - Airport reviews on ForeFlight – Info only.
  - 2. Animal Shelter facility concerns
- 9. **Mayor's Report**
- 10. **City Administrator's Report**
- 11. **Unfinished Business:**
  - a. Demolition bids for 402 E. Jefferson and 411 E. Oak: Bids are due at 11:00 AM, Monday, April 14. The bid tab will be provided to Council after the bid opening.
    - Award bid and approve agreement.

**Resolution No. 05-2025 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton and \_\_\_\_\_.**
  - b. Garver Task Order 2 – Construction inspection services for WWTP Improvement Project

**Resolution No. 06-2025 - A Resolution of the City Council of Clinton, Missouri approving Task Order No. 2 between the City of Clinton and Garver, LLC.**
  - c. Missouri Blue Shield Program

**Resolution No. 07-2025 - A Resolution of the City Council of Clinton, Missouri approving an application to the Missouri Blue Shield Program.**
  - d. Aquatic Center Roof Project

**Resolution No. 08-2025 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton and Redhammer Roof Group, LLC for a roofing project.**
  - e. Certify April 8, 2025 Election results

**Resolution No. 04-2025 – A Resolution accepting the certified returns of the County Clerk for the General Municipal City Election held April 8, 2025.**
  - f. City Clerk reads Oath of Office to Newly Elected Officials:
    - Ward I Council Person (Two Year Term) .....Stacia Wilson
    - Ward II Council Person (Two Year Term) .....Roger M. House
    - Ward III Council Person (Two Year Term) .....Robert Hills
    - Ward IV Council Person (Two Year Term) .....Austin Jones



12. **Call to Order and Roll Call**
13. **Appointment of "Acting President Pro Tem"**
14. **Mayor's Appointments to Standing Committees as follows:**
  - Public Safety ..... Austin Jones, Stacia Wilson, Greg Shannon
  - Public Works..... Cameron Jackson, Roger House, Robert Hills
  - Finance ..... Carla Moberly, Gary Mount, Gene Henry
15. **New Business:** None.
16. **Adjournment**

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

Fire Department March 2025 Report

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, April 1, 2025 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, April 1, 2025. Mayor Carla Moberly presided.

**1. Call to Order**

**2. Roll Call:**

Council Persons:

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

Absent: Cameron Jackson, Greg Shannon and Stacia Wilson

Others Present:

City Administrator Christy Maggi, City Clerk Wendee Seaton, Fire Chief Mark Manuel, Deputy Police Chief John Scott

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

**4. Approval of Minutes:** Council Person House made a motion to approve the minutes of the Open City Council Meeting of March 18, 2025. Council Person Mount duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.

**5. Personal Appearances:** None.

**6. Reports:** None.

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

**8. Committee Reports:**

**a. Public Works Committee Report:**

**1. Park & Rec:**

- a. Aquatic Center Roof Bids: Recommend accepting the Red Hammer bid of \$251,465. Committee recommends 2-0. COUNCIL: Council Person House made a motion to accept the bid from Red Hammer. Council Person Mount duly seconded the vote. Discussion was held on the wind specifications. Motion was withdrawn. Council Person House made a motion to accept the bid from Red Hammer in the amount of \$251,465 conditional upon it meeting our code specifications and approved by the Community Development Director. Council Person Mount duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
- b. Request by staff to comp the Henry County Sheriff's Office for 5 classroom rentals, in 2025, for law enforcement training events. Committee recommends 2-0. COUNCIL: Council Person House made a motion to approve the request to allow the Henry County Sherriff's office 5 classroom rentals at the Community Center in 2025. Council Person Jones duly seconded the motion. Discussion was held on the area that could use the classroom and it was only this region. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
- c. Benson Center RTU VFD: Sustained damage from an electrical surge due to lightening. Will file with insurance. For information only.



## Council Minutes

April 1, 2025

### 2. Waste Water:

- a. Midwest Infrastructure Manhole Rehab: Midwest has completed all but 2 manholes. Seal coating product has a 10 yr. warranty but will probably last 20 years. For information only.
  - b. Rotor 4 & 7 Removal: Alliance Pump cost to remove shafts at shop would be \$12,737.50. Cost includes labor to attempt shaft removal on site. Staff recommends shaft removal only, no repairs. Committee recommends approval, 2-0. COUNCIL: Council Person House made a motion to approve the quote from Alliance Pump for \$12,737.50. Council Person Nelson duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
  - c. Rental Equipment-Triton Aerators: 20HP & 40HP: Recommend lease two of (2) 40 HP aerators to provide reliability and redundancy during improvement project. COUNCIL: Council Person House made a motion to approve the four month lease from Triton Aerators in the amount of \$71,516 for two aerators. Council Person Mount duly seconded the motion. Discussion was the need to have the aerators on hand during the construction process. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
3. Oak Grove Cemetery Fence Pricing: Recommend staff obtain quotes for removal of existing fence, hauling-off materials and back-filling post holes. Committee recommends 2-0. COUNCIL: Council Person House made a motion to approve proceeding with obtaining quotes for fence removal. Council Person Henry duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.

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

*Present at meeting: Council Persons Jones, Fire Chief Mark Manuel, Deputy Police Chief John Scott*

1. Missouri Blue Shield Program: This program could qualify the police department for future funding opportunities. Most of the items required are already being performed. COUNCIL: Council Person Jones made a motion to pursue this program and develop a resolution for it. Council Person House duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.
2. Fire Hose Testing Update: The fire hoses were tested in a little over a day instead of the 6 weeks that it normally took staff to complete this task. Only two hoses failed. For information only.
3. The new Police vehicles have arrived and are waiting on vehicle wraps and equipment to be completed.

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

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

1. Airport Terminal security cameras: Discussion was held on the bids received, camera locations, proposed maintenance schedule and the equipment manufacturer country of origin. More information will be requested. For information only at this time.
2. Airport Terminal Ribbon Celebration: Thursday, May 8th, 11am to 1pm, with comments and ribbon cutting at 11:30am. Staff will be obtaining quotes for catering. For information only.
3. February Monthly Financials. Computer budget items were discussed. For information only.

## Council Minutes

### April 1, 2025

#### 9. Mayor's Report:

- a. Mayor's recommendation for the appointment of Jared Goodbrake to the Personnel Board with a term expiring April 2028.
- b. Mayor's recommendation for the appointment of Donni Kuck to the Cemetery Board to replace Jim Martin with a term expiring March 2028.

Council Person House made a motion to approve both recommendations. Council Person Jones duly seconded the motion. 5 Ayes; 0 Nays; 3 Absent. Mayor Carla Moberly declared the motion passed.

- c. Been working with the Economic Development Director on projects in process. May have some updates soon.

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

- a. There will be another meeting on the Benson Center rules and policies. Still being reviewed.
- b. MoDOT will be working on the north junction beginning next Monday. It should last about 3 weeks before they move to the south junction.
- c. There will be an SS4A Steering Committee Meeting on April 9<sup>th</sup>. Soon after, they will conduct a Roadway Safety Audit and hold a Community Open House meeting. For information only.

#### 11. Unfinished Business: None.

#### 12. New Business:

- a. Request from Council Member Gary Mount to create a standing / recurring Council agenda item called "Council Member Reports.". Discussion was held on what council member issues can be discussed, how easily closed session items could be brought into the conversation and Sunshine Law requirements. The city attorney advised that it would be best to refer items to the standing committees.

13. **Adjournment:** With no further business, Council Person House made a motion to adjourn. Council Person Henry duly seconded the motion: 5 Ayes: Gene Henry, Roger House, Austin Jones, Gary Mount and Shelley Nelson; 0 Nays; 3 Absent: Cameron Jackson, Greg Shannon and Stacia Wilson. At 6:49 pm, Mayor Carla Moberly declared the motion passed and adjourned the meeting.

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City Clerk Wendee Seaton

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Mayor Carla Moberly



City of  
**Clinton**  
MISSOURI

## OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street  
Tuesday, April 8, 2025 • 7:00 a.m.

COMMITTEE MEMBERS: ☒ Roger House    ☐ Cameron Jackson    ☒ Shelley Nelson

STAFF:    ☒ Christy Maggi    ☒ TJ Williams    ☒ Brad Combs    ☒ Chuck Bailey

☒ John McClendon

☐☐

CONTRACT STAFF:

☒ Jon Patriarca (AWR)

☐ Steve McKim (AWR)

GUESTS: ☒ Dustin Sterling (AWR)

☐☐

☐ Mayor Carla Moberly

☐☐☐☐☐

### 1. Community Development:

- a. February Building Report: Information only.
- b. Rezoning Application for 820 N Price Lane: Planning Commission recommends approval 5.0.4. PWC recommends approval 2-0. Bill No. 2025-02.

### 2. Street Department:

- a. City Wide Cleanup Options: Recommend doing a Fee Free Week for city residents.
- b. Update on Street Cuts: Reviewed list of cuts for HCWC. TJ in contact with all permit holders to get cuts repaired.
- c. Isuzu Truck: On track for a June delivery.

### 3. Waste Water:

- a. February Ops Report: Reviewed report. Information only.
- b. Stoneridge RIG Project update:
  - Garver monthly reports: Information only.
  - Formation of sewer district: Information only.

### 4. Park & Recreation

- a. Report on lightning strike at Community Center complex: Information submitted to insurance. Adjuster will be in contact with staff.
- b. Aquatic Center Roof Project: Have requested ACSE 7 compliance confirmation.
- c. Antioch Park Urban Trail: Waiting on MDC approval of signs. Cap or culvert is completed. Parking lot stripping to be done.



## MONTHLY BUILDING REPORT

### REPORTING PERIOD:

3/1/2025

thru

3/31/2025

Previous Month Total Dollar Value YTD:

\$566,278.00

PERMIT TYPE	NUMBER OF PERMITS	# PERMITS YTD	MONTHLY DOLLAR VALUE
SINGLE FAMILY HOMES	<u>2</u>	<u>3</u>	<u>\$450,000.00</u>
MULTIPLE FAMILY HOMES (NUMBER OF UNITS WITHIN MFU)	<u>0</u>	<u>0</u>	<u>\$0.00</u>
GARAGES & CARPORTS (ATTACHED)	<u>2</u>	<u>0</u>	<u>\$9,000.00</u>
GARAGES & CARPORTS (DETACHED)	<u>1</u>	<u>1</u>	<u>\$5,000.00</u>
ACCESSORY AND MISCELLANEOUS	<u>15</u>	<u>20</u>	<u>\$260,511.00</u>
COMMERCIAL BUILDINGS	<u>1</u>	<u>1</u>	<u>\$1,700,000.00</u>
COMMERCIAL REMODELING	<u>1</u>	<u>1</u>	<u>\$1,500,000.00</u>
DEMOLITIONS	<u>0</u>	<u>0</u>	<u>\$0.00</u>
SIGNS	<u>0</u>	<u>1</u>	<u>\$0.00</u>
OTHER	<u>6</u>	<u>10</u>	<u>\$104,600.00</u>
TOTALS FOR MONTH=	<u>28</u>		<u>\$4,029,111.00</u>
TOTAL PERMITS YTD=		<u>37</u>	
TOTAL DOLLAR VALUE YTD=			<u>\$4,595,389.00</u>
TOTAL PERMIT FEES FOR MONTH=	<u>\$8,961.00</u>		
TOTAL PERMIT FEES YTD=	<u>\$10,423.00</u>		
PLUMBERS LICENSES ISSUED	<u>0</u>		

REMARKS:

# MONTHLY BUILDING DEPARTMENT REPORT LOG

MONTH

MARCH

YEAR

2025

DATE	PERMIT#	OWNER/ADDRESS	CONTRACTOR	VALUE	PERMIT FEE	CODE	ABBR	CONSTRUCTION TYPE	COMP DATE
3/3/2025	PB2025-0015	VERNON & JESSICA STEPHENS 1900 E ALFRESCO ST	SELF	\$5,000.00	\$77.00	15	GCD	DETACHED GARAGE	
3/3/2025	PB2025-0016	HAILEY MCCLENDON 505 W JEFFERSON ST	SELF	\$500.00	\$25.00	16	GCA	ATTACHED CARPORT	
3/3/2025	PB2025-0017	BRAD BEEBE 1404 N SECOND ST	FOSTER	\$8,500.00	\$62.00	29	GCA	COMMERCIAL ADDITION	
3/3/2025	PB2025-0018	FLIP FLOPZ, LLC 700 W ROGERS ST	CSTUMP ELECTRICAL	\$1,600.00	\$25.00	29	OTH	ELECTRICAL UPGRADE	
3/6/2025	PB2025-0019	LUIS TAX 210 W TEBO ST	SELF	\$4,000.00	\$25.00	12	OTH	SINGLE FAMILY REPAIR	
3/6/2025	PB2025-0020	LOGAN SOMMERS 2110 N GAINES DR	SELF	\$1,500.00	\$25.00	17	AM	DECK	
3/6/2025	PB2025-0021	WILLIAM FOSTER 1102 E FRANKLIN ST	CORNERSTONE FENCE & GATE	\$5,185.00	\$25.00	17	AM	FENCE	
3/6/2025	PB2025-0022	ONPOINT HOME DESIGN 300 E COLONY ST	SELF	\$225,000.00	\$326.00	12	SFH	SINGLE FAMILY	
3/6/2025	PB2025-0023	ONPOINT HOME DESIGN 300 E COLONY ST	SELF	\$0.00	\$350.00	17	AM	SEWER TAP	
3/6/2025	PB2025-0024	ONPOINT HOME DESIGN 302 E COLONY ST	SELF	\$225,000.00	\$326.00	12	SFH	SINGLE FAMILY	
3/6/2025	PB2025-0025	ONPOINT HOME DESIGN 302 E COLONY ST	SELF	\$0.00	\$350.00	17	AM	SEWER TAP	
3/7/2025	PB2025-0026	HENRY COUNTY 911 222 S WASHINGTON ST	SCOOTER'S	\$6,000.00	\$0.00	29	AM	FOUNDATION	
3/7/2025	PB2025-0027	HENRY COUNTY 911 222 S WASHINGTON ST	A&W	\$66,000.00	\$0.00	29	AM	COMMUNICATIONS BUILDING	
3/11/2025	PB2025-0028	BRUCE HICKS 103 S CRAIG AVE	SHAMROCK	\$7,000.00	\$25.00	12	OTH	ROOF REPAIR	
3/14/2025	PB2025-0029	LARRY EASTRIDGE 402 E MEADOWLARK DR	SELF	\$3,550.00	\$35.00	17	AM	STORAGE BUILDING	
3/14/2025	PB2025-0030	MICAH & MACKENZIE CHARLES 1805 E DEER RUN AVE	SELF	\$20,000.00	\$55.00	12	OTH	SINGLE FAMILY REMODEL	
3/18/2025	PB2025-0031	JERRY DAY 520 W ALLEN ST	SELF	\$12,000.00	\$45.00	17	AM	STORAGE BUILDING	
3/20/2025	PB2025-0032	NORTHEAST BAPTIST 314 N SIXTH ST	BROTHERS ON SITE SERVICES	\$150,000.00	\$395.00	29	AM	ACCESSORY STRUCTURE	
3/20/2025	PB2025-0033	MARK MANUEL 500 S DAVID DR	SELF	\$1,200.00	\$25.00	17	AM	FENCE	
3/24/2025	PB2025-0034	MELVIN & MONA LAMPTON 803 E CLINTON ST	SELF	\$140.00	\$25.00	17	AM	FENCE	
3/24/2025	PB2025-0035	YOSHIKI GOULD 700 S MAIN ST	SELF	\$1,000.00	\$25.00	17	AM	FENCE	
3/25/2025	PB2025-0036	CARLA DAVIS 201 S MICHAEL DR	POINDEXTER	\$4,000.00	\$37.00	17	AM	STORAGE SHED	
3/27/2025	PB2025-0037	TOWN CREEK PLAZA, LLC 900 S KANSAS AVE	MEADOWS CONTRACTING	\$1,500,000.00	\$3,095.00	14	CR	HOTEL REMODEL	
3/28/2025	PB2025-0038	LA JOAHNIA M. MORENO 403 E TRUMAN AVE	NIC CAUTHON	\$4,000.00	\$25.00	17	AM	FENCE	
3/28/2025	PB2025-0039	SCHREIBER FOODS 935 E NUSBAUM PL	STOREE CONSTRUCTION	\$1,700,000.00	\$3,495.00	20	CB	INDUSTRIAL ADDITION	
3/27/2025	PB2025-0040	KEITH PETTERSEN 1206 E COUNTRY CLUB DR	KUSTOM KAT	\$72,000.00	\$38.00	11	OTH	ROOM ADDITION	
3/31/2025	PB2025-0041	SUSAN MOLINE-REYES 1707 E M&M DR	CORNERSTONE FENCE & GATE	\$5,936.00	\$25.00	17	AM	FENCE	
3/31/2025	PB2025-0042	SCHREIBER FOODS 935 E NUSBAUM PL	P&F ENGINEERING	\$0.00	TBD	29	OTH	EXCAVATION PERMIT	

**PERMIT ABBREVIATIONS:** SINGLE FAMILY HOME (SFH) - MULTIPLE FAMILY HOMES (MFH) - GARAGE/CARPORT ATT (GCA) - GARAGE/CARPORT DET (GCD)  
ACCESSORY/MISC (AM) - COMMERCIAL BUILDING (CB) - COMMERCIAL REMODELING (CR) - DEMOLITION (DEM) - SIGNS (SGN) - OTHER (OTH)

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE APPROVING THE RE-ZONING OF LAND IN CLINTON, MISSOURI FROM A-1 AGRICULTURAL RURAL RESIDENTIAL TO C-O OFFICE.**

**WHEREAS**, Rebecca Gregory, representing Share and Care for Special People, Inc., has filed an application to re-zone the property commonly known as 820 N. Price Lane from A-1 Agricultural Rural Residential to C-O Office; and

**WHEREAS**, the Clinton Planning Commission conducted a public hearing on April 7, 2025, in consideration of the application; and

**WHEREAS**, the Clinton Planning Commission recommended approval of the application by a vote of 5 Yeas, 0 Nays, 4 Absent; and

**WHEREAS**, the property to be re-zoned is legally described as follows:

*LOT ONE (1) OF LOT 1 AND 2 REPLAT, LINCOLN SUBURBAN ACREAGE SUB-DIVISION, AN ADDITION TO THE CITY OF CLINTON, HENRY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.*

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

1. The property at 820 N. Price Lane is hereby re-zoned from A-1 Agricultural Rural Residential to C-O Office.
2. This ordinance shall become effective immediately upon its passage and approval as provided by law.

Read the first time on the \_\_\_\_ day of \_\_\_\_\_, 2025

Read the second time and passed this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

Ayes:  
Nays  
Absent:

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

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



City of  
**Clinton**  
MISSOURI

## AGENDA

Clinton Planning Commission Meeting  
City Hall – 105 E. Ohio Street  
Monday, April 7, 2025 • 6:00 p.m.

### 1. Public Hearing (s):

The Clinton Planning Commission will conduct a public hearing at 6:00 p.m. on Monday, April 7, 2025, to hear a request to review an application from Share & Care for Special People Inc., in consideration to rezone property known as 820 N Price Lane. The applicant is requesting the property to be rezoned from an A-1 Agricultural Rural Residential to a C-O Commercial Office District.

#### Opportunity for Public Comments:

Support: Becky Gregory, Sandy Carol

Opposition: None

Staff Comments: None

### 2. Call to Order: Don Turner

### 3. Roll Call:

#### Members

☐ Neil Crayden ☐ Christian DeLozier ☒ Blayne Paxton ☐ Howard Bullock ☒ Don Turner  
☒ Chris Walker ☒ Troy Bohannon ☐ Galen Dody ☒ Barbara Mosley

#### Ex-Officio (non-voting)

☐ Austin Jones, Council Member ☐ Carla Moberly, Mayor

### 4. Approval of Agenda:

Motion from Chris Walker. 2<sup>nd</sup> from Blayne Paxton. Approved 5-0, Absent 4.

### 5. Approval of Minutes from the March 3, 2025:

Motion from Chris Walker. 2<sup>nd</sup> from Barbara Mosley. Approved 5-0, Absent 4.

### 6. New Business:

Reviewing an application from Share & Care for Special People Inc. to rezone the property known as 820 N Price Lane. The applicant requests the property to be rezoned from an A-1 Agricultural Rural Residential to a C-O Commercial Office District.

(See Attached Documents)

Motion from Chris Walker. 2<sup>nd</sup> from Troy Bohannon. Approved 5-0, Absent 4.

☐ Neil Crayden ☐ Christian DeLozier ☒ Blayne Paxton ☐ Howard Bullock ☒ Don Turner  
☒ Chris Walker ☒ Troy Bohannon ☐ Galen Dody ☒ Barbara Mosley

### 7. Adjourn: 6:06 pm

Motion from Troy Bohannon. 2<sup>nd</sup> from Chris Walker. Approved 5-0, Absent 4.



APPLICATION FOR ZONING AMENDMENT  
PER ZONING CODE

APPLICATION IS HEREBY MADE FOR:

- ☒ Amendment to Zoning District Map  
☐ Amendment to Zoning Ordinance

Name: Share and Care for Special People Inc.

Address: 1835 S Second St. Clinton mo 64735

Phone: (660) 885-8330 x107 office  
660-492-3901 cell

This request is for the premises commonly known as 820 W. Price Lane

Clinton mo 64735 (Legal description attached)

To be rezoned from District A1 to District C0

Reason for application: Rezone from A1 to C0 to build an office  
building and training center

Applicant believes this amendment would be in harmony with the present zoning ordinance and map, that it would not unreasonably depreciate property values or be objectionable to the appropriate use of neighboring land, and the public welfare will be preserved for the following reasons: Would fit in with the current commercial properties on all sides of the property  
will bring added value to the current property and neighborhood due to the type of  
building construction planned. This will not interfere with residential properties or public welfare.

Date: 3/6/25 Signed: [Signature]

OFFICE USE ONLY

Fee of \$100.00 paid 3/6, 2025

Received by Community Development Director 3/6, 2025

Planning Commission public hearing held \_\_\_\_\_, 20\_\_\_\_

Planning Commission recommended: ☐ Approval ☐ Denial \_\_\_\_\_, 20\_\_\_\_

Bill No. \_\_\_\_\_ 1<sup>st</sup> reading \_\_\_\_\_, 20\_\_\_\_ 2<sup>nd</sup> reading \_\_\_\_\_, 20\_\_\_\_

City Council: ☐ Approved ☐ Denied

Date: \_\_\_\_\_, 20\_\_\_\_

City Clerk

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



Recorded in Henry County, Missouri



Recording Date/Time: 03/22/2024 at 11:13:42 AM

Book: 2024 Page: 771

Instr #: 202400771

Pages: 2

Fee: \$27.00 S 20240000840



Gail A. Perryman  
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

C24-0305

### GENERAL WARRANTY DEED

This Deed, made and entered into this 22nd day of March, 2024, by and between

**MICHAEL LEE FERRO and MARILYNN S FERRO, a married couple and JOANNA L CRUCE, a single person, Grantor(s)**

party or parties of the first part.

**SHARE AND CARE FOR SPECIAL PEOPLE, INC., a Missouri Not-for-Profit corporation, Grantee(s)**

Grantee's Address: 1835 S Second St, Clinton, MO 64735  
party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Henry and State of Missouri, to wit:

LOT ONE (1) OF LOT 1 AND 2 REPLAT, LINCOLN SUBURBAN ACREAGE SUB-DIVISION, AN ADDITION TO THE CITY OF CLINTON, HENRY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Street address of said property is: 000 Price Lane, Clinton, MO 64735

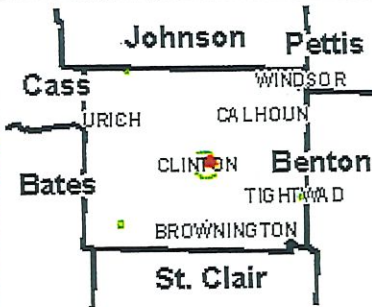
Subject to building lines, conditions, restrictions, easements, reservations and zoning regulations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party of the first part or parties hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2024 and thereafter, and special taxes becoming a lien after the date of this deed.

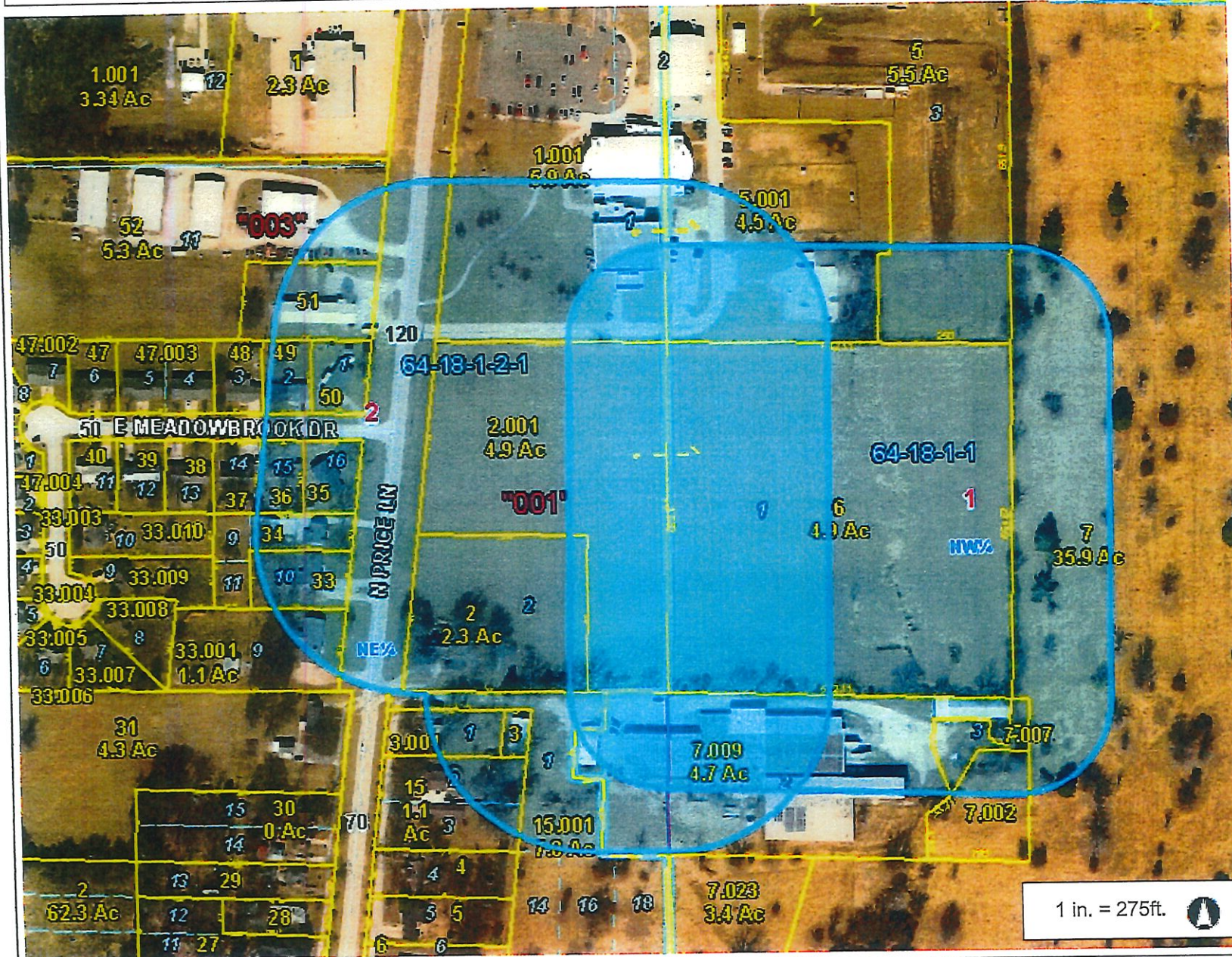


# Henry County, MO



## Legend

- Road Centerline  
<all other values>
- STATE LETTERED HIGHWAY
- STATE NUMBERED HIGHWAY
- BLL
- 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



1 in. = 275 ft.



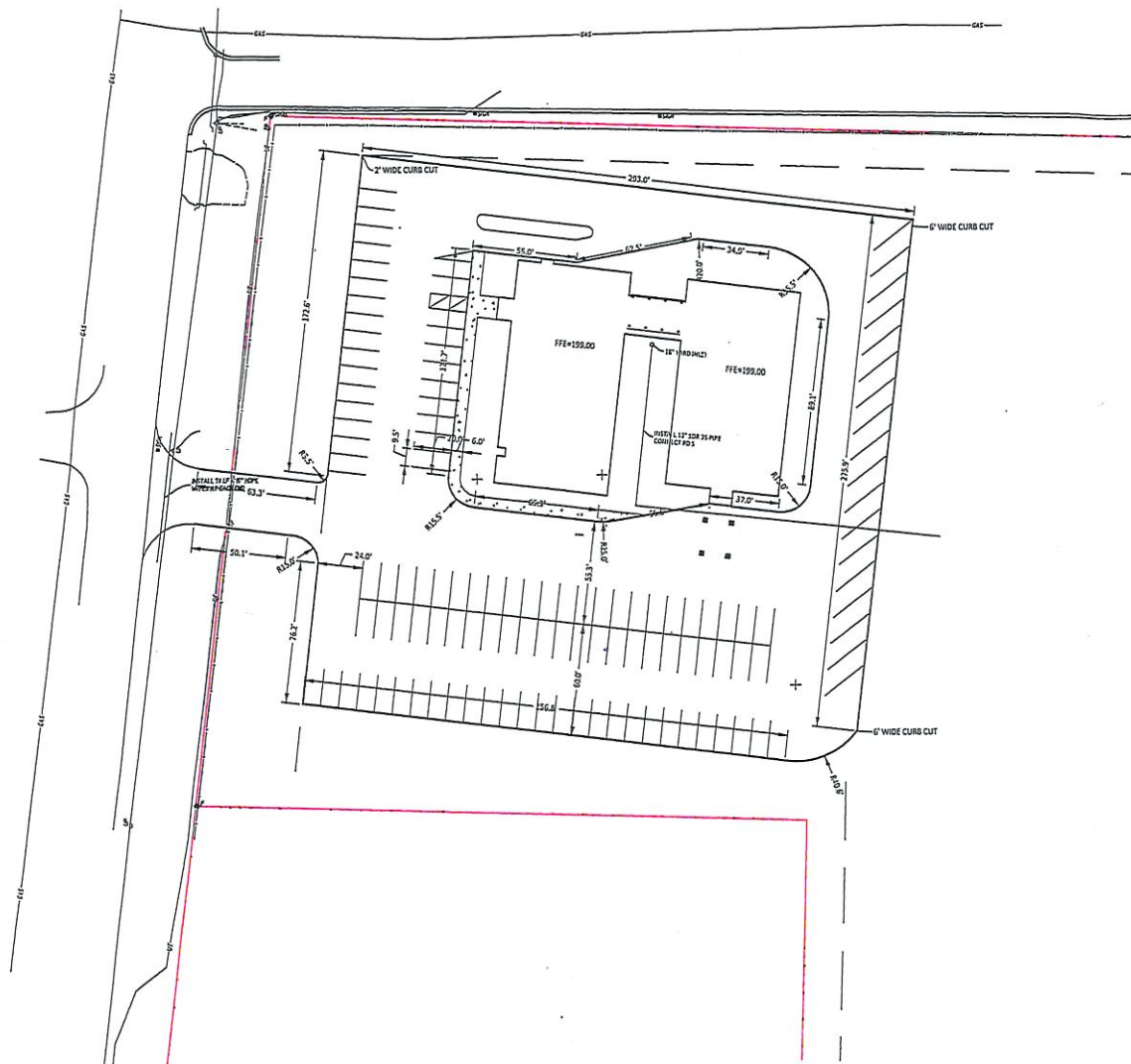
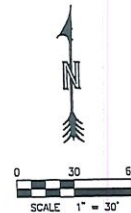
## Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



EXISTING UTILITIES SHOWN ARE AS MARKED BY MISSOURI ONE CALL SYSTEM TICKET NUMBER 221261819, AND MAY NOT BE THE TRUE LOCATION OF THE UTILITY. NO GUARANTEE CAN BE MADE TO THE COMPLETENESS OR EXACTNESS OF THE LOCATION.



**GRAM**  
engineering + design

111 W. THIRD STREET  
Sedalia, Missouri 65301  
Phone: 660.851.1214



Gregory R. Nehring  
Professional Engineer  
PE - 2011000930

[illegible]

SHARE AND CARE  
CLINTON, MISSOURI

DATE: DECEMBER 9, 2024

## SITE PLAN

DRAWN BY	DJW
CHECKED BY	GRN
SHEET NUMBER:	

C2

PID	OWNER_NAME	MAILING_A1	MAILING_A2	CITY	STATE	ZIP	CITY
18-1.0-02-001-003-051.000	1 LAMB, LLC	% LARRY & RUFINA BEAMAN	6 TWIN OAKS DR		MO		ST CHARLES
18-1.0-02-001-003-052.000	ALLIECO, L.L.C.	% JIM RAYSIK	PO BOX 548		MO		CLINTON
18-1.0-02-001-003-050.000	CAMDEN, ROBERT & MARGARET	915 E MEADOWBROOK DR			MO		CLINTON
18-1.0-02-001-001-001.001	CITY OF CLINTON	105 E OHIO ST			MO		CLINTON
18-1.0-02-001-003-034.000	DEWEY, BRIAN G & JULIE A	525 N PRICE LN			MO		CLINTON
18-1.0-02-001-001-002.000	FERRO, MARILYNN S & MICHAEL L	376 NW 251 RD			MO		CLINTON
18-1.0-01-000-000-005.000	HENRY COUNTY AGR. & MECH. SOCIETY	OF CLINTON			MO		CLINTON
18-1.0-01-000-000-007.009	HENRY COUNTY INDUSTRIES, INC	P O BOX 31			MO		CLINTON
18-1.0-02-001-001-015.000	HIMES, DAVID D & JUDY A	510 N PRICE LN			MO		CLINTON
18-1.0-02-001-001-003.000	LOWE, CHRISTOPHER GREGORY	3182 SW HIGHWAY T			MO		CLINTON
18-1.0-01-000-000-007.000	LOWE, G RALPH III ETAL	%KIM MITCHELL	1404 S EIGHTH ST		MO		CLINTON
18-1.0-02-001-003-036.000	MC MILLIAN, MARK	912 E MEADOWBROOK DR			MO		CLINTON
18-1.0-02-001-003-033.001	MILLER, A. DAVID & MARY R.	519 PRICE LANE	P O BOX 592		MO		CLINTON
18-1.0-02-001-003-033.000	MILLER, DAVID M & DIANA L	P O BOX 74			MO		CLINTON
18-1.0-02-001-003-035.000	NEFZGER, PAUL R. & HELEN J.	914 E MEADOWBROOK DR			MO		CLINTON
18-1.0-02-001-003-037.000	PARRATT, JAMES D & MARILYN S	910 E MEADOWBROOK DR			MO		CLINTON
18-1.0-02-001-001-015.001	PLASTER, STEPHEN R TRUST 20% & ETAL	% LARRY WEIS	PO BOX 1600		MO		LEBANNON
18-1.0-02-001-001-003.001	ROE, MARY ANN	512 N PRICE LN			MO		CLINTON
18-1.0-02-001-003-049.000	SPENCER, KENNETH N & SHERRY K	913 E MEADOWBROOK			MO		CLINTON
-1.0-02-001-001-008-0000	Mothersbaugh, Marty R	412 N Price Lane			mo		Clinton

## NOTIFICATION OF REQUEST TO REZONE

TO: City of Clinton  
105 E Ohio  
Clinton, MO 64735

DATE: 3/6/2025

The Planning & Zoning Commission of Clinton, Missouri will conduct a public hearing in consideration of a request for a rezone by Share and Care for Special People, Inc.

(NAME)

The public hearing will be held on:

04 / 07 / 2025 at 6:00 pm at City Hall, 105 E Ohio Street,  
Clinton, Missouri.

The rezone will be located at  
820 N. Price Lane, Clinton, MO 64735

comprising of 14.7 acres.

Proposed use if approved: Office building and training facility.

This notice has been sent to all property owners within 185 feet of the above noted property, in accordance with city code. You may respond to this request at the public hearing or in writing. Written responses should be delivered to: Community Development Department, 105 E Ohio Street, Clinton, Missouri 64735. They must be received no later than 4:00 PM on the date of the public hearing. Responses supporting and opposing this request are welcome.



# SHARE & CARE

1835 S. 2ND • CLINTON, MO 64735 • 660/885-8330 • FAX: 660/885-7736

---

March 6, 2025

The proposed development schedule is May 2025 through July 2026. For the property 820 N Price Lane, Clinton MO 64735. Contingent upon approved zoning change.

Rebecca Gregory  
Executive Director



# SHARE & CARE

1835 S. 2ND • CLINTON, MO 64735 • 660/885-8330 • FAX: 660/885-7736

---

March 6, 2025

The intended use of the property at 820 N Price Lane, Clinton MO 64735 is for the offices and training of Share and Care for Special People Inc.

  
Rebecca Gregory  
Executive Director



## MINUTES

Clinton Planning Commission Meeting  
City Hall – 105 E. Ohio Street  
Monday, March 3, 2025 • 6:00 p.m.

The City of Clinton Planning Commission met on Monday, March 3, 2025 at City Hall, 105 East Ohio Street, Clinton, MO.

1. **Public Hearing(s):** The Clinton Planning Commission conducted a public hearing at 6:00 p.m. on Monday, March 3, 2025, to hear a request by the City of Clinton to amend the City of Clinton Codes, Chapter 36-Planning and Zoning to allow for a single dwelling unit classified as Efficiency Apartment, with 300 square feet to 650 square feet of living space.

### Public Comments

Support: None  
Opposition: None

Staff Comments: Community Development Director Chuck Bailey explained that City staff is recommending consideration of this amendment, due to multiple citizens expressing desire for a classification for a smaller sized apartment.

3. **Call to Order:** Don Turner called the meeting to order at 6:00 p.m.

4. **Roll Call:**

Commission Members Present: Christian DeLozier, Blayne Paxton, Don Turner, Chris Walker, Galen Dody and Barbara Mosley

Commission Members Absent: Neil Crayden, Howard Bullock and Troy Bohannon

Non-Voting Members Present: Mayor Carla Moberly

Non-Voting Members Absent: Council Member Austin Jones

Staff Present: City Administrator Christy Maggi, Community Development Dir. Chuck Bailey

5. **Approval of Agenda:** Chris Walker made a motion to approve the agenda of the March 3, 2025, meeting. Barbara Mosley duly seconded the motion. 6 Ayes; 0 Nays; 3 Absent.
6. **Approval of Minutes:** Galen Dody made a motion to approve the minutes of the November 4, 2024, meeting. Chris Walker duly seconded the motion. 6 Ayes; 0 Nays; 3 Absent.





City of  
**Clinton**  
MISSOURI

**7. New Business:**

- a. Request by the City of Clinton to amend the City of Clinton Codes, Chapter 36-Planning and Zoning to allow for a single dwelling unit classified as Efficiency Apartment, with 300 square feet to 650 square feet of living space. Christian DeLozier made a motion to approve the amendment. Galen Dody duly seconded the motion. 6 Ayes; 0 Nays; 3 Absent
8. **Adjourn:** With no other business to discuss, Chris Walker made a motion to adjourn. Christian DeLozier duly seconded the motion. 6 Ayes; 0 Nays; 3 Absent.



## **OUR MISSION**

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

**Alliance Water  
Resources, Inc.**

**206 S. Keene St.  
Columbia, MO  
65201**

**(573) 874-8080**

## **OPERATIONS REPORT – CLINTON DIVISION**

**FEBRUARY 2025**

### **Wastewater Treatment Plant Operations & Maintenance**

- Recorded .18 inches of rain and .5 inches of snow
- An average of 1.43 million gallons of wastewater were treated per day
- Conducted and submitted monthly eDMRs to Missouri DNR
- Submitted annual Sludge and Inflow and Infiltration reports to Missouri DNR
- Prepped for inclement weather and bypassed the headworks screening/grit equipment and raised the sweep arms on the clarifiers
- East clarifier sweep arm support broke during inclement weather which required to switched to center clarifier
- Restored service to rotor 2 by replacing head shaft bearing
- Inclement weather blew out multiple bearing seals and left oxidation ditches with a total of 3 working rotors
- Polymer pump was plugged and required cleaning to clear obstruction
- Rotor 4 tail shaft broke in half and half the rotor is submerged in the oxidation ditch

### **Collection System Operations & Maintenance**

- Conducted 302 sewer line locates
- Staff trained on GEOSYNC application to input data for manhole inspections
- Jetted and cleared obstruction out of sewer main at 805 S. 3<sup>rd</sup> St. and coordinated CCTV inspection
- Jetted and cleared 3 sewer mains

### **Other**

- This month's safety meeting was held on Feb 28th, the topic was Personal Protective Equipment
- Conducted interview and background check for new applicant Anthony B.



## OPERATIONS REPORT – CLINTON DIVISION

### Budgetary – Contract Year to Date through the end of January 2025

Description	Annual Budget	Actual Year to Date	Actual as % of Budget
Repair Expense	\$60,000	\$30,942	51%
Chemical Expense	\$22,000	\$4,937	22%

### NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	7.3 Min – 7.8 Max Reported Monthly Avg. 7.6	6.5 Min – 9.0 Max
Total Suspended Solids (TSS)	3.2 mg/L	20 mg/L monthly average
TSS % Removal	96%	85%
Biochemical Oxygen Demand (BOD)	4.2 mg/L	20 mg/L monthly average
BOD % Removal	97%	85%
Ammonia	.3 mg/L	20 mg/L monthly average
E. Coli (Apr 1 – Oct 31)	N/A lb total N/A lb average	126 lb/100 mL monthly average
Oil & Grease	N/A	Monitoring Only (quarterly)
Total Phosphorus	.184 mg/L	1.0 mg/L annual average
Total Nitrogen	N/A	Monitoring Only (quarterly)
Upstream Monitoring Total Phosphorus	N/A	Monitoring Only (quarterly)
Upstream Monitoring Total Nitrogen	N/A	Monitoring Only (quarterly)
Whole Efficiency Toxicity	N/A	Monitoring Only (annually)
Influent Flow	Avg daily flow—0.88 MGD Total—24.52 MG	Design—2.0 MGD YTD—46.54

### Biosolids

	February Total (tons)	2025 Total (tons)
Hauled sludge	71	200



## Clean Water Regionalization Incentive Grant Program

MO Department of Natural Resources

Project Name: Stoneridge Regionalization Facility Plan

Project Period: 12/01/2024 to 12/31/2025 Reporting Period: 12/06/2024 to 01/23/2025

Project Owner: City of Clinton Project Engineer: Garver LLC

### SIGNIFICANT ACTIVITIES AND ISSUES COMPLETED DURING THE REPORTING PERIOD:

1. Garver has acquired a sample report from MDNR and reviewed requirements of the facility plan.
2. Garver is coordinating with Whitehead Consultants, Inc. to perform the survey for the project.
3. City is continuing discussions with Stoneridge HOA regarding the formation of a sewer district.

Project Milestones	Date Completed
Kick Off Meeting	12/16/2024
Surveys - Design and Property	
Pre-design Report Draft Submittal	
City Review of Draft Report	
Pre-design Report Submittal	
City Review of Final Pre-design Report	
MoDNR Draft Submittal	
MoDNR Final Submittal	



## Clean Water Regionalization Incentive Grant Program

MO Department of Natural Resources

Project Name: Stoneridge Regionalization Facility Plan

Project Period: 12/01/2024 to 12/31/2025 Reporting Period: 01/23/2025 to 02/24/2025

Project Owner: City of Clinton Project Engineer: Garver LLC

### SIGNIFICANT ACTIVITIES AND ISSUES COMPLETED DURING THE REPORTING PERIOD:

1. Garver is finalizing the survey contract with Whitehead Consultants, Inc.
2. City is continuing discussions with Stoneridge HOA regarding the formation of a sewer district.

Project Milestones	Date Completed
Kick Off Meeting	12/16/2024
Surveys - Design and Property	
Pre-design Report Draft Submittal	
City Review of Draft Report	
Pre-design Report Submittal	
City Review of Final Pre-design Report	
MoDNR Draft Submittal	
MoDNR Final Submittal	



**Clean Water Regionalization Incentive Grant Program**  
MO Department of Natural Resources

Project Name: Stoneridge Regionalization Facility Plan  
Project Period: 12/01/2024 to 12/31/2025 Reporting Period: 02/24/2025 to 03/28/2025  
Project Owner: City of Clinton Project Engineer: Garver LLC

**SIGNIFICANT ACTIVITIES AND ISSUES COMPLETED DURING THE REPORTING PERIOD:**

1. Whitehead Consultants, Inc. started survey and is expected to have the work complete within the next 2 weeks.
2. City is continuing discussions with Stoneridge HOA regarding the formation of a sewer district.

Project Milestones	Date Completed
Kick Off Meeting	12/16/2024
Surveys - Design and Property	
Pre-design Report Draft Submittal	
City Review of Draft Report	
Pre-design Report Submittal	
City Review of Final Pre-design Report	
MoDNR Draft Submittal	
MoDNR Final Submittal	

# Stoneridge HOA sewer district

**Christy Maggi**

---

**From:** Ken Jones <banjojones@hotmail.com>  
**Sent:** Wednesday, April 2, 2025 10:07 AM  
**To:** Christy Maggi; Steve Bradley; Brady Brown  
**Subject:** Report of the progress on the common sewer district for Stoneridge HOA

January 30 - Henry County Commissioners meeting to present the proposed district. Approximately 12 homeowners were present for the presentation including all of the officers of the HOA. The commission voted to proceed with the project and hired Mike Edgett as their legal representative to the court. The HOA had to enter into a contract to pay for all fees and services they deem associated with the project. A suit was filed by the commission in court following completion of the contract.

March 6 - Court appearance by the attorney for the county commission. The court appointed a 3-member special commission of non-interested individuals to establish the boundaries of the common district and hold hearings for comment of interested parties including homeowners and adjacent property owners. The judge appointed Dennis Sieger, Ron Arthur, and Michael Taylor (as the required surveyor) as commissioners.

March 20 - Notice of public hearing was published in the Clinton Democrat calling for the hearing to be on May 5, 2025. This has to be published for five weeks prior to the hearing.

Ken

---

**From:** Christy Maggi <cmaggi@cityofclintonmo.com>  
**Sent:** Tuesday, April 1, 2025 2:57 PM  
**To:** Ken Jones <banjojones@hotmail.com>; Steve Bradley <steve@bradleyhadley.com>; Brady Brown <bradychiefs1989@yahoo.com>  
**Subject:** Garver March Rpt.

All -

Attached is Garver's March report. Is there anything new to report regarding the formation of a sewer district? I am going to provide the Public Works Committee a project update at the meeting next Tuesday a.m. Let me know if you have any questions.

Christy



Christina A. Maggi  
City Administrator  
City of Clinton • 105 E. Ohio • Clinton MO 64735  
Office: 660-885-6121 • Cell: 660-525-3003 • Fax: 660-885-2023



City of  
**Clinton**  
MISSOURI

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

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

Tuesday, April 15, 2025 • 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NO MEETING**





City of  
**Clinton**  
MISSOURI

## FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, April 15, 2025 • 5:30 p.m.

Present:

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

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

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

1. Clinton Regional Airport
  - Security cameras
  - Airport reviews on ForeFlight – Info only.
2. Animal Shelter facility concerns

# Airport Security Cameras

Date: 03/27/2025

Received by: Christy Maggi

CONTRACTOR	SecureNet, Inc.	Hudson Home Protection LLC		
3 - 8MP cameras	\$4,240.00	\$4,090.00		
1 - NVR				
Misc. extras				
1 - 8MP cameras	\$3,990.00	No quote		
2 - 4MP cameras				
1 - NVR				
Misc. extras				

# SecureNet

Christy Maggi

---

**From:** Troy Bohannon <Troy@securenetservice.com>  
**Sent:** Saturday, April 5, 2025 1:24 PM  
**To:** Christy Maggi  
**Subject:** RE: Clinton Regional Airport security camera quote

Christi,

To answer your questions:

1. Are there any maintenance services included in the quoted price? There is a manufactures warranty on parts for 3 years. We have been using Hikvision products for the past 8 years with great success and have had almost no warranty issues. There is no monthly fees included, and no contract, or maintenance included. Nor would there be any maintenance required. The only thing we would recommend is that you have your staff log into the cameras weekly to ensure they are fully functioning, and clean the outdoor camera lenses monthly. This is not required, but it does ensure the highest quality video if the lenses are clean. The warranty covers the parts only, should there be a warranty replacement issue the manufacturer would provide replacement parts, and we would charge hourly for labor to make repairs/replacements. This is a very small and simple system, so any repairs would be made on a min service charge which is \$150.
2. Where are the cameras and NVR manufactured? These cameras are manufactured in China. You will not find a camera manufacture in the US currently. Most are made in Korea, but all are made overseas. We can and do offer other brands that are not Chinese based, but they will be higher in cost for similar quality. If you are intending to use federal grant money to pay for this system, I would not recommend Hikvision. If using federal funds I would recommend IDIS, or Honeywell equipment. Both IDIS and Honeywell have great quality products, but both would be substantially higher in price compared to what we quoted with Hikvision. You will not find a quality system that is more economical than Hikvision. You can definitely find cheaper, but there are many garbage systems out there that you should avoid at all cost. Hikvision is the best bang for the buck that I have found, and that I believe exist, however it is a Chinese company, so it depends on your priorities weather or not this is the best fit for your situation. If your priority is budget/quality this is your system.

Thanks!



Troy Bohannon  
(660) 885-9009

# Hudson

Christy Maggi

---

**From:** Nick Hudson <nick@hudsonhomeprotection.com>  
**Sent:** Friday, April 4, 2025 5:30 PM  
**To:** Christy Maggi  
**Cc:** flykgly@gmail.com; Emily Rule  
**Subject:** Re: Clinton Regional Airport security camera quote  
**Attachments:** NDAA Compliant Equipment Spec Sheets.pdf; NDAA TAA Compliance Letter.pdf

Hi Christy!

No worries!

Please see our answers below. I have also attached a letter from our manufacturer that explains that the equipment we use is compliant with the Federal Government (unlike a lot of equipment out there lol).

Give us a call if you have any questions!

Thanks Christy!

On Fri, Apr 4, 2025 at 1:43 PM Christy Maggi <[cmaggi@cityofclintonmo.com](mailto:cmaggi@cityofclintonmo.com)> wrote:

Nick,

I received a note that you called. Sorry for the delay in getting back with you.

Our Finance Committee reviewed the two quotes for camera systems. I was asked to get some additional information regarding each submittal:

1. Are there any maintenance services included in the quoted price? **No, we include a 3 year warranty as well as free video investigations. Example...if there is an incident, we can help review and archive these video clips for you! No monthly fees or licensing fees.**
2. Where are the cameras and NVR manufactured? **Most of our hardware is manufactured overseas (hence why we wanted to get you good pricing before things go up!). Largely in China, Korea and the harddrives in Thailand. All the equipment we use are NDAA compliant. Also, all of the servers (remote access) is based here in the United States. The data sheets (spec sheets) for the equipment is also attached. I believe these were attached to the quote & design as well, but wanted to send again.**

Let me know if you have questions.

Hudson



February 5, 2025

RE: TAA/NDAA Compliance Statement

To whom it may concern,

NDAA –

In regard to the National Defense Authorization Act for Fiscal year 2019, effected on August 13<sup>th</sup> 2019; Section 889 prohibits the federal government from directly procuring “any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as a part of any system” *or entering into a contract with any entity that uses such covered telecommunications equipment or services.*

TAA –

In regards to the Trade Agreements Act under 19 USC 2501, government agencies may only purchase US – made or designated country end products or US or designated country services. Noting that China is not a designated TAA compliant country however South Korea and Taiwan are.

VITEK is committed to producing NDAA and TAA compliant products with an ever-expanding list of each which will be updated on our website regularly. See Addendum A, list attached.

Most all VITEK products are NDAA compliant as of this date, February 4, 2025. You can view our website for a full listing of products that are both NDAA & TAA compliant.

VITEK is a 100% US privately owned company and our products and Firmware are stringently tested before release by our techs in our Valencia CA facility.

We host all servers in the US as well.

Sincerely

Greg Bier  
Director/CEO

Christy Maggi

Hudson

**From:** Nick Hudson <nick@hudsonhomeprotection.com>  
**Sent:** Monday, April 7, 2025 9:35 PM  
**To:** Nick Hudson  
**Subject:** HHP | Stock Levels & Price Increases.... Again 📊♂

Hi all again!

We want to be transparent, so here it is!

If you are getting this email, it is because you have an open quote with us and/or have paid your deposit for a future project. For those that have paid, we will honor your quote but any add-ons may reflect the new prices.

Price increases will take effect this Friday (4/11) and it looks like more to come. 😞

We have limited stock here at our warehouse, so those with paid deposits, your equipment is secured. Any deposits paid by Friday will secure equipment at the quoted price.

We won't keep bugging you all, but we just wanted to let you all know ASAP.

Give us a call if you have any questions!

Thanks all!

--

Nick Hudson

**Hudson Home Protection LLC**

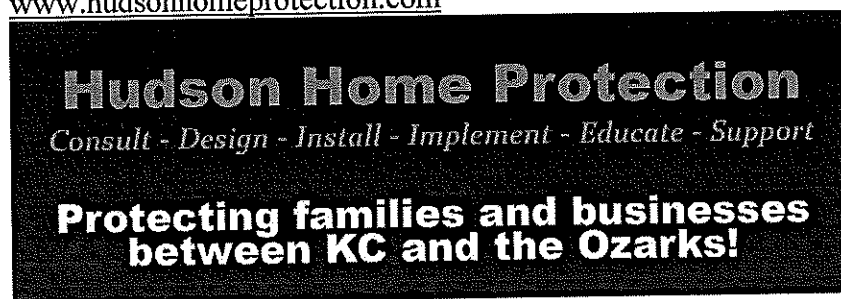
*Owner / President*

C. 816-813-8299

[Nick@HudsonHomeProtection.com](mailto:Nick@HudsonHomeProtection.com)

Check out our [Facebook Page](#)! Like us! Review us!

[www.hudsonhomeprotection.com](http://www.hudsonhomeprotection.com)



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**Note to All Recipients:** (1) e-mail communication is not a secure method of communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice versa; (3) persons not participating in our communication may intercept our communications by improperly gaining access. If you want future communications to be sent in a different manner, please notify me immediately.

# NDAA Info

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LEGAL STATUS



You may be interested in this newer document that published on 08/27/2020 with action 'Interim rule.'

[View Document](#)

## Federal Acquisition Regulation: Prohibition on Contracting With Entities Using Certain Telecommunications and Video Surveillance Services or Equipment

A Rule by the Defense Department, the General Services Administration, and the National Aeronautics and Space Administration on 07/14/2020

### PUBLISHED CONTENT - DOCUMENT DETAILS

**Agencies:** Department of DefenseGeneral Services AdministrationNational Aeronautics and Space Administration  
**Agency/Docket Numbers:** FAC 2020-08FAR Case 2019-009Docket No. FAR-2019-0009, Sequence No. 1  
**CFR:** 48 CFR 148 CFR 448 CFR 1348 CFR 3948 CFR 52  
**Document Citation:** 85 FR 42665  
**Document Number:** 2020-15293  
**Document Type:** Rule  
**Pages:** 42665-42679 (15 pages)  
**Publication Date:** 07/14/2020  
**RIN:** 9000-AN92

PUBLISHED DOCUMENT: 2020-15293 (85 FR 42665)

### DOCUMENT HEADINGS

Department of Defense  
General Services Administration  
National Aeronautics and Space Administration  
48 CFR Parts 1, 4, 13, 39, and 52  
[FAC 2020-08; FAR Case 2019-009; Docket No. FAR-2019-0009, Sequence No. 1]  
RIN 9000-AN92

### AGENCY:

Department of Defense (DoD), General Services Administration (GSA), and National Aeronautics and Space Administration (NASA).

### ACTION:



## SUMMARY:

DoD, GSA, and NASA are amending the Federal Acquisition Regulation (FAR) to implement section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232 (<https://www.govinfo.gov/link/plaw/115/public/232>)).

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## DATES:

*Effective:* August 13, 2020.

*Applicability:* Contracting officers shall include the provision at FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment and clause at FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment as prescribed—

- In solicitations issued on or after August 13, 2020, and resultant contracts; and
- In solicitations issued before August 13, 2020, provided award of the resulting contract(s) occurs on or after August 13, 2020.

Contracting officers shall modify, in accordance with FAR 1.108(d), existing indefinite delivery contracts to include the FAR clause for future orders, prior to placing any future orders.

If exercising an option or modifying an existing contract or task or delivery order to extend the period of performance, contracting officers shall include the clause. When exercising an option, agencies should consider modifying the existing contract to add the clause in a sufficient amount of time to both provide notice for exercising the option and to provide contractors with adequate time to comply with the clause.

The contracting officer shall include the provision at 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, in all solicitations for an order, or notices of intent to place an order, including those issued before the effective date of this rule, under an existing indefinite delivery contract.

*Comment date:* Interested parties should submit written comments to the Regulatory Secretariat Division at one of the addresses shown below on or before September 14, 2020 to be considered in the formation of the final rule.

## ADDRESSES:

Submit comments in response to FAR Case 2019-009 via the Federal eRulemaking portal at *Regulations.gov* by searching for "FAR Case 2019-009". Select the link "Comment Now" that corresponds with FAR Case 2019-009. Follow the instructions provided at the "Comment Now" screen. Please include your name, company name (if any), and "FAR Case 2019-009" on your attached document. If your comment cannot be submitted using <https://www.regulations.gov> (<https://www.regulations.gov>), call or email the points of contact in the **FOR FURTHER INFORMATION CONTACT** section of this document for alternate instructions.

*Instructions:* Please submit comments only and cite FAR Case 2019-009, in all correspondence related to this case. Comments received generally will be posted without change to <http://www.regulations.gov> (<http://www.regulations.gov>), including any personal and/or business confidential information provided. To confirm receipt of your comment(s), please check [www.regulations.gov](http://www.regulations.gov) (<http://www.regulations.gov>), approximately two to three days after submission to verify posting.



All filers using the portal should use the name of the person or entity submitting comments as the name of their files, in accordance with the instructions below. Anyone submitting business confidential information should clearly identify the business confidential portion at the time of submission, file a statement justifying nondisclosure and referencing the specific legal authority claimed, and provide a non-confidential version of the submission.

Any business confidential information should be in an uploaded file that has a file name beginning with the characters "BC." Any page containing business confidential information must be clearly marked "BUSINESS CONFIDENTIAL" on the top of that page. The corresponding non-confidential version of those comments must be clearly marked "PUBLIC." The file name of the non-confidential version should begin with the character "P." The "BC" and "P" should be followed by the name of the person or entity submitting the comments or rebuttal comments. All filers should name their files using the name of the person or entity submitting the comments. Any submissions with file names that do not begin with a "BC" or "P" will be assumed to be public and will be made publicly available through <http://www.regulations.gov> (<http://www.regulations.gov>).

## FOR FURTHER INFORMATION CONTACT:

[Farpolicy@gsa.gov](mailto:Farpolicy@gsa.gov) (<mailto:Farpolicy@gsa.gov>) or call 202-969-4075. Please cite "FAR Case 2019-009."

## SUPPLEMENTARY INFORMATION:

### I. Background

Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019 (Pub. L. 115-232 (<https://www.govinfo.gov/link/plaw/115/public/232>)) prohibits executive agencies from entering into, or extending or renewing, a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The provision goes into effect August 13, 2020.

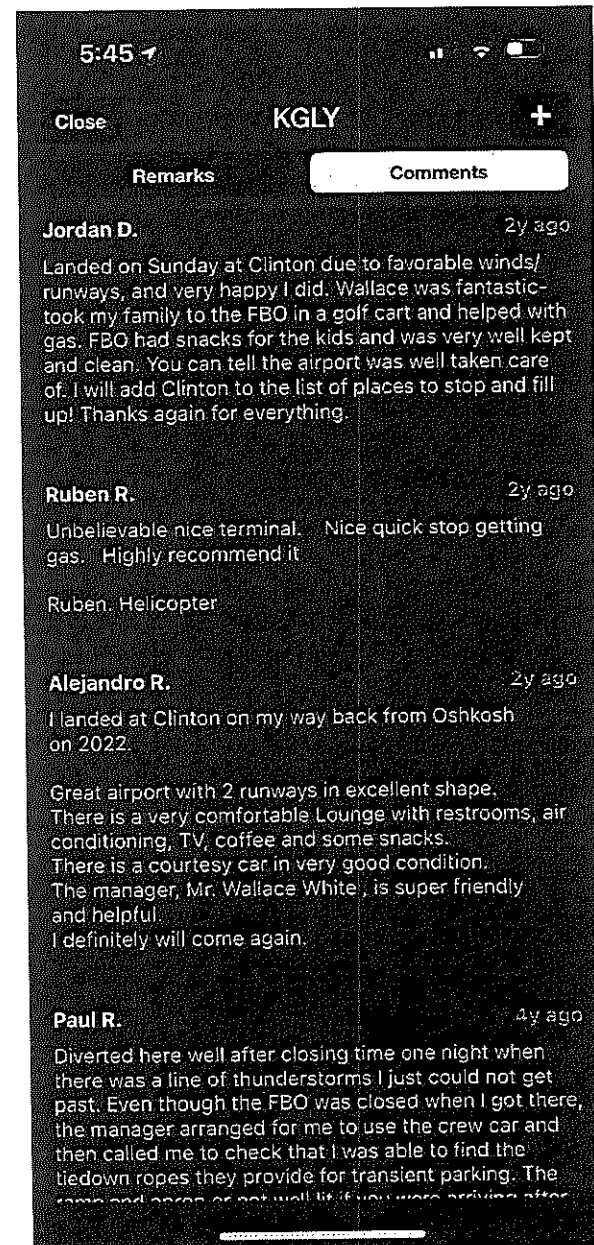
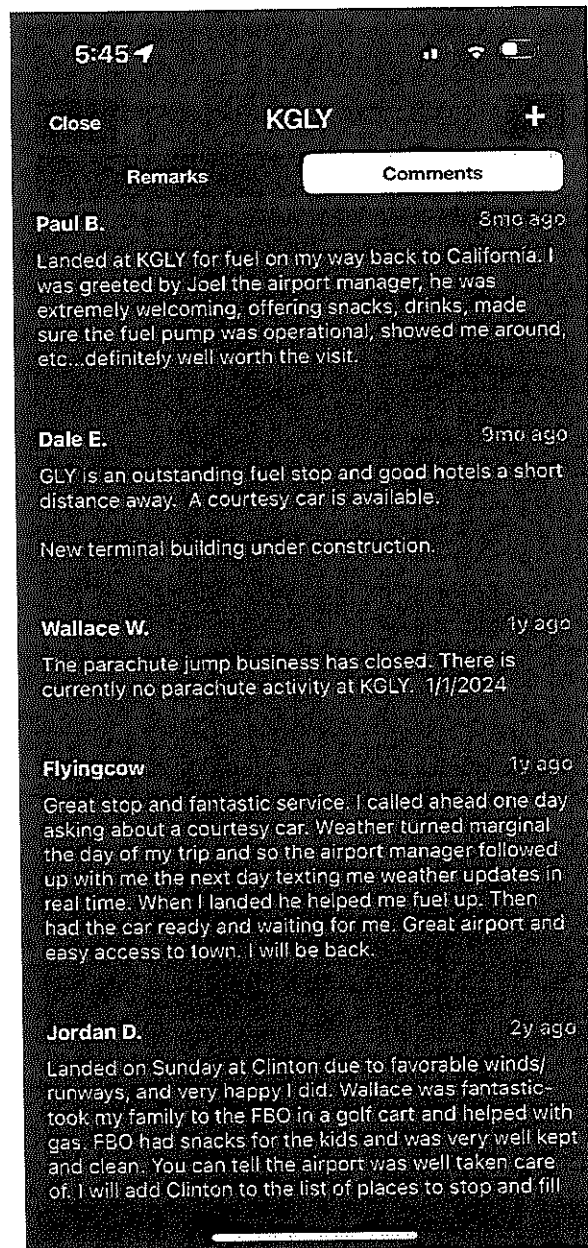
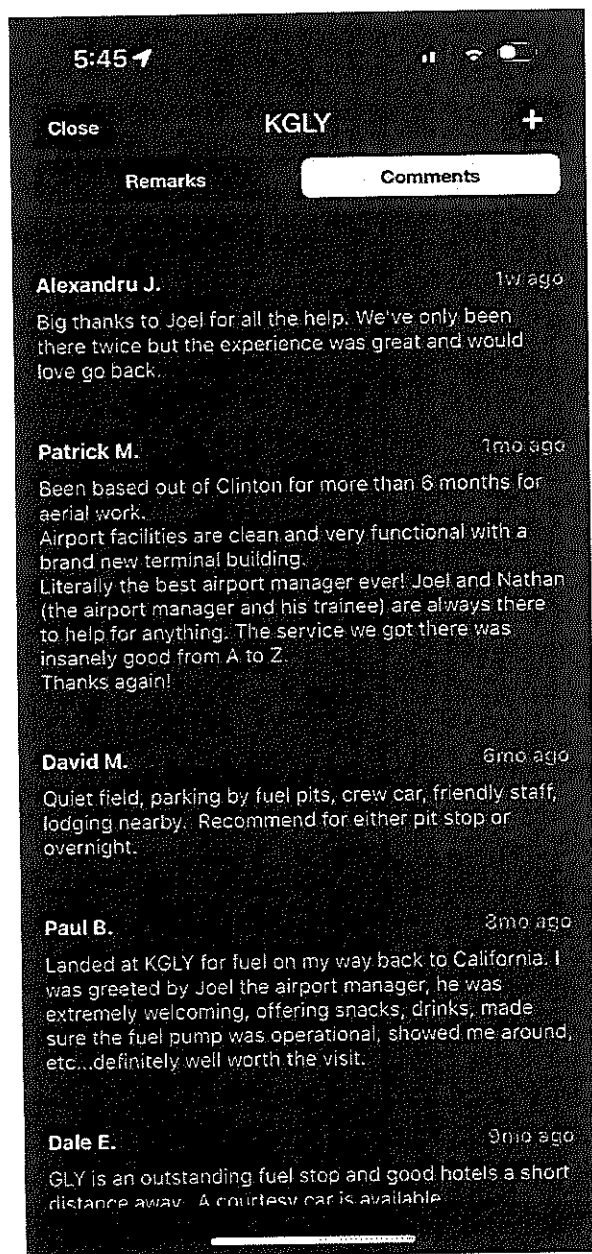
The statute covers certain telecommunications equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities) and certain video surveillance products or telecommunications equipment and services produced or provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of those entities). The statute is not limited to contracting with entities that use end-products produced by those companies; it also covers the use of any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Section 889 has two key sections, Section 889(a)(1)(A) and Section(a)(1)(B). Section (a)(1)(A) went into effect via FAR Case 2018-017 at 84 FR 40216 (/citation/84-FR-40216) on August 13, 2019. The 889(a)(1)(A) rule does the following:

- It amends the FAR to include the 889(a)(1)(A) prohibition, which prohibits agencies from procuring or obtaining equipment or services that use covered telecommunications equipment or services as a substantial or essential component or critical technology. (FAR 52.204-25)
- It requires every offeror to represent prior to award whether or not it will (□ print page 42666) provide covered telecommunications equipment or services and, if so, to furnish additional information about the covered telecommunications equipment or services. (FAR 52.204-24)
- It mandates that contractors report (within one business day) any covered telecommunications equipment or services discovered during the course of contract performance. (FAR 52.204-25)

In order to decrease the burden on contractors, the FAR Council published a second interim rule for 889(a)(1)(A), at 84 FR 68314 (/citation/84-FR-68314) on December 13, 2019. This rule allows an offeror that represents "does not" in the annual representation at FAR 52.204-26 to skip the offer-by-offer representation within the provision at FAR 52.204-24.

## Clinton Regional Airport (KGLY) reviews on ForeFlight, an app used by pilots for planning and navigation.





# City of Clinton MISSOURI

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TO: Finance Committee

FROM: Christy Maggi *CM*  
City Administrator

DATE: April 11, 2025

REF: Animal Shelter facility concerns

This past Tuesday I met with C.A.R.E. representatives Effie Hubbard and Dan Gamet. They had requested a meeting to provide the City an update on structural and property concerns at the Animal Shelter.

First, a little history on the building: The building was constructed in 2003 with funding from PAWS, a local non-profit group that supported dog and cat projects, focusing primarily on spaying and neutering. As the membership of PAWS dwindled, the leadership made the decision to use the group's remaining funds for the construction of the building. PAWS approached the City about the project. The City agreed to allow the construction of the building on City property, adjacent to the existing, city-owned animal shelter that was in extremely poor condition.

In 2007, the City entered into an agreement with C.A.R.E. for management and operations services for the Animal Shelter. The agreement specifies that the City is responsible for maintenance and upkeep of the exterior of the building, while C.A.R.E. is responsible for the maintenance and upkeep of the interior.

The recent meeting with the C.A.R.E. representatives entailed discussion about:

1. Roof: The 21+ year-old shingled roof is leaking in multiple locations.
2. Exterior doors: Frames, thresholds and hardware have deteriorated and are in poor condition. Some minor door repairs were made about 5 years ago.
3. Drainage: In January 2024, C.A.R.E. contacted me regarding concerns about drainage from the exterior dog runs that are under-roof on the west side. This was shortly after the sound barrier wall was constructed by a contractor and a gravel walk-way was installed, adjacent to the wall, by C.A.R.E. The Street Dept. attempted to remedy the situation with trenching and a drain pit, as a low-cost, quick-fix option. This has proven to be high maintenance and inadequate. At the 11/19/2024 Finance Committee meeting, I presented a quote from a local plumber to install a mini-septic tank. The FC asked that the Street Dept. see if there were any other options. I visited with TJ about this. We both feel that there needs to be a more comprehensive, long-term solution to this issue – which would not be the forte of the Street Dept. The MO Dept. of Agriculture, the regulatory agency for licensing of animal shelters, is aware of this issue.
4. Outside lighting for open dog runs on west side: During fall, winter and spring, there is not adequate light for volunteers to safely walk dogs early in the mornings and late in the days. This is a safety concern.

**RESOLUTION NO. 05-2025**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND \_\_\_\_\_.**

**WHEREAS,** \_\_\_\_\_ was awarded the bid for demolition services for the removal of the structures located at 402 E. Jefferson Street and 411 E. Oak Street;

**WHEREAS,** City wishes to enter into an Agreement with \_\_\_\_\_ for said demolition services; and

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

**Section 1.** The Agreement with \_\_\_\_\_, not to exceed \$\_\_\_\_\_, is hereby approved.

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

Read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST

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



# REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

**Monday, April 14, 2025 at 11:00 AM**

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

## **Demolition of Structures**

### **Statement of Intent**

The City of Clinton (City) is soliciting bids to demolish two (2) residential structures in Clinton MO. The structures are located at 402 E. Jefferson St. and 411 E. Oak St.

### **Scope of Work**

- Remove entire structure, debris and brush at each location
- Take all material to landfill and provide City with receipts.
  - Concrete and blocks may be excluded
- Depressions must be filled-in and left in a mowable condition.
- Work at each location must be completed within 10 days of starting the demo process.
- Must provide Workers' Comp and Liability Insurance.
- Sewer to be located, capped and approved by City of Clinton Wastewater Dept.

### **Submittal of Bids**

Bids will be accepted until **11:00 AM on Monday, April 14, 2025**. Sealed bids, including the signed bid form, should be sent to the attention of Deborah Nelson and may be: mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735; dropped off at City Hall; emailed to [dnelson@cityofclintonmo.com](mailto:dnelson@cityofclintonmo.com) or faxed with a cover sheet to 660-885-2023. Bid shall be clearly identified as **Demolition of Structures**. Bids submitted after the deadline will be rejected.

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

### **Bid Opening**

All bids will be publicly opened and read aloud at Clinton City Hall at **11:00 AM on Monday, April 14, 2025**.

### **City Business License Requirement**

Bidders are informed that the successful bidder will be required to obtain or prove possession of a valid business license issued by the City of Clinton pursuant to Sec. 27-42 of the City Code.



### **Insurance Requirements**

Bidders are informed that the successful bidder will be required to provide proof of insurance coverage for the following types of insurance and in the following minimum amounts:

Worker's Compensation	Coverage complying with applicable state statute
Employer's Liability	Minimum amount of \$100,000.00
General Liability	Minimum limits of \$517,306.00 per person and \$3,448,710.00 per occurrence of bodily injury which includes, but is not limited to, insurance for all work required herein.
Comprehensive Automobile Liability	Minimum limits for \$517,306.00 per person and \$3,448,710.00 per occurrence for bodily injury and property damage.

### **Reservation of Rights**

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

### **Errors and Omissions by the City**

No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

### **Pre-Bid**

Bidders are encouraged to view project location.

### **Questions Regarding the Bid Request**

Questions regarding the technical specifications shall be directed to Chuck Bailey, (660) 885-6121. Questions regarding the contract requirements shall be directed to Christy Maggi, (660) 885-6121.

### **Contractual Agreement**

The successful bidder will be required to execute the attached contract for this project.

### **Prices**

All costs for labor, materials and equipment shall be included in the bid price. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

### **Payment**

All work will be paid in a single lump sum payment, within thirty (30) days after the latest of the following occurrences:

- The completion date of the contracted work and inspection by City;
- The date upon which the written invoice for such services is delivered by hand, or by U.S. mail, to Clinton City Hall, 105 E. Ohio, Clinton, Missouri, 64735; or

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 34.057 and 34.058, RSMo) regarding payments to subcontractors in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Section 34.057.5, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Section 34.057.1(8), RSMo.

**Commencement and Completion of Work**

Work must be completed no later than May 30, 2025.

Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.



**CONTRACTOR MASTER SERVICES AGREEMENT  
FOR  
DEMOLITION OF STRUCTURES**

**THIS AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Clinton, (herein "City") and \_\_\_\_\_ (herein "Contractor").

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

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

1.1 **Scope of Services** – The primary scope of services is as set forth the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

**1.2 Time for Completion** - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed no later than May 30, 2025.

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

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

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

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

2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

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

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if

requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

**5. Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

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

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

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

Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties

shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unpaid payment.

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

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

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

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

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

**6.4 Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

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

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

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

**6.6 Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

**6.7 Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

**6.8 Subcontractor** - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all

claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

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

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

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

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

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



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

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

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

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

12. **Period of Services and Termination** - The period of performance under this agreement shall be completion no later than May 30, 2025. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is

further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Prevailing Wage** – If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 31, to the extent the bid amount exceeds \$75,000.

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

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

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

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

18. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

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

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

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

**CONTRACTOR:**

**CITY OF CLINTON:**

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

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

TITLE:

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

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

**RESOLUTION NO. 06-2025**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING TASK ORDER NO. 2 BETWEEN THE CITY OF CLINTON AND GARVER, LLC.**

**WHEREAS**, on March 20, 2024 the City of Clinton approved an Agreement with Garver, LLC for engineering consulting services for wastewater projects; and

**WHEREAS**, the City desires to issue Task Order No. 2 for Construction Phase Services for Wastewater Treatment Plant Improvements;

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

**Section 1.** Task Order No. 2 (Exhibit A), not to exceed Three Hundred Thirty-Eight Thousand Dollars and Zero Cents (\$338,000.00), is hereby approved.

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

Read and passed this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST

Wendee Seaton, City Clerk

**TASK ORDER NO. 2**  
***Construction Phase Services for Wastewater Treatment Plant Improvements***  
***Clinton, MO***

This Proposal for Services ("PROPOSAL") pertains to an Engineer Services Agreement by and between the City of Clinton, ("CITY"), and Garver, LLC ("ENGINEER"), dated March 20, 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. 2**

**PROJECT NAME:** Construction Phase Services for Wastewater Treatment Plant Improvements - Clinton, MO

**PART 1 PROJECT DESCRIPTION**

1. Construction Administration including responding to RFI's on the City's behalf, preparing change orders for City Approval, and attending progress meetings.
2. Resident construction observation including full time observation, attending the preconstruction meeting and progress meetings, reviewing billings, maintaining project files, attending the final walk through and coordinating the completion of the punch list with the contractor.

**PART 2 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:**

See attached Scope of Services Exhibit A.

**PART 3 FEE ESTIMATE**

The estimated fee for services to be performed may not exceed three hundred thirty-eight thousand dollars (\$338,000) and will be based on hourly fees plus expenses, per attached Exhibit B, except by amendment.

This Proposal for Services is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

OWNER:  
City of Clinton

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

NAME: Christina A. Maggi  
TITLE: City Administrator  
ADDRESS: 105 E. Ohio

Clinton, MO 64735

ENGINEER:  
Garver, LLC

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

NAME: Mary Elizabeth Mach  
TITLE: Vice President  
ADDRESS: 7509 NW Tiffany Springs

Pkwy, Suite 200

Kansas City, MO 64153

## **Exhibit A – SCOPE OF SERVICES**

GARVER agrees to perform Construction Phase Services in connection with the Clinton Wastewater Treatment Plant Improvements. Generally, the scope of services includes attending the Preconstruction Meeting, Resident Construction Observation, perform Substantial Completion inspection, document punchlist work, and attend Final Inspection.

### **1 TASK 2 – CONSTRUCTION PHASE SERVICES**

#### **1.1 Construction Administration**

Construction administration provided by Garver, is limited to the following items:

- A. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to up to 10 RFIs) regarding the construction contract documents.
- B. When authorized by the Owner, prepare up to five (5) change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying on documents Garver did not create is required in the preparation of change order documents, the Engineer of Record shall be responsible for the additional work.
- C. Attend up to eight (8) virtual progress meetings.

Additional construction administration is to be provided by the Engineer of Record for the design (by Others). Review of submittals, shop drawings, design calculations, and the preparation of Record Drawings following completion of construction are to be performed by Others and are therefore not included in this scope of services.

#### **1.2 Resident Construction Observer**

Construction observation services will be provided by Garver's Resident Project Representative, who will provide and accomplish the following:

- A. Attend the Pre-Construction conference.
- B. Attend up to eight (8) progress meetings.
- C. Consult with and advise the Owner during the construction period.
- D. Coordinate with the firm providing construction materials quality control testing.
- E. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- F. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- G. Maintain a project diary which will contain information pertinent to each day's production, manpower, and equipment on-site.
- H. Maintain a set of working field drawings and prepare and furnish record drawings that incorporate major deviations, change orders, RFI's etc. Garver will practice due diligence to ensure changes can be tracked and will incorporate known changes and any changes indicated by the contractor. Confirm changes are reflected in the final closeout paperwork. Provide full-time resident construction observation services for the actual on-site construction activities.
- I. Attend the final walk through with the Owner and Contractor to generate a Final Punchlist.



- J. Coordinate with the Contractor to be on-site when the Punchlist work is complete for acceptance inspection purposes.

### 1.3 Construction Duration

The proposed fee is based on an estimated 42 hours per week, for a duration of 33 weeks up until substantial completion and 44 hours total during the 30-day up until final completion. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

### 1.4 Deliverables

- A. Weekly summary of work completed by the contractor.
- B. Weekly hours and per diem charged by the Resident Inspector.
- C. PDFs of the daily observation reports.
- D. Copies of any material test reports.
- E. Redline (handwritten) record field drawings.

### 1.5 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. Design of any utility relocations.
- D. Retaining walls or other significant structural design.
- E. Street lighting or other electrical design.
- F. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to MDNR.
- G. Construction materials testing.
- H. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- I. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- J. Services after construction, such as warranty follow-up, operations support, etc.
- K. Services necessitated by errors, omissions, or inaccuracies in information provided or specified by Owner or a separate consultant of Owner, including the Contractor(s).
- L. Construction Phase Services not explicitly outlined as a part of this task order.
- M. CAD generated record drawings.

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

#### 1.6 Schedule

Garver shall begin work under this task order within ten (10) days of the Notice to Proceed. All work under this task order shall be completed within 275 calendar days.

## Exhibit B

Clinton, MO

Construction Phase Services - WWTP Improvements

### FEE SUMMARY

Basic Services Section	Estimated Fee (Hourly Fee + Expenses)	
Construction Administration	\$	25,000.00
Resident Construction	\$	313,000.00
<b>Subtotal for Basic Services</b>	\$	<b>338,000.00</b>
<b>Total All Services</b>	\$	<b>338,000.00</b>



**Rates Schedule  
Clinton, MO  
Task Order No. 2**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1	\$145.00
E-2	\$168.00
E-3	\$193.00
E-4	\$226.00
E-5	\$275.00
E-6	\$339.00

<b>Planners</b>	
P-1	\$175.00
P-2	\$219.00
P-3	\$272.00
P-4	\$304.00
P-5	\$343.00

<b>Designers</b>	
D-1	\$132.00
D-2	\$150.00
D-3	\$179.00
D-4	\$214.00
D-5	\$264.00

<b>Technicians</b>	
T-1	\$106.00
T-2	\$128.00
T-3	\$156.00
T-4	\$201.00

<b>Surveyors</b>	
S-1	\$65.00
S-2	\$86.00
S-3	\$116.00
S-4	\$165.00
S-5	\$209.00
S-6	\$243.00
S-7	\$288.00
S-8	\$363.00
2-Man Crew (Survey)	\$251.00
3-Man Crew (Survey)	\$314.00
2-Man Crew (GPS Survey)	\$310.00
3-Man Crew (GPS Survey)	\$385.00

<b>Classification</b>	<b>Rates</b>
<b>Construction Observation</b>	
C-1	\$126.00
C-2	\$157.00
C-3	\$191.00
C-4	\$247.00
C-5	\$297.00

<b>Resource Specialists</b>	
RS-1	\$116.00
RS-2	\$154.00
RS-3	\$217.00
RS-4	\$298.00
RS-5	\$373.00
RS-6	\$458.00
RS-7	\$512.00

<b>Environmental Specialists</b>	
ES-1	\$116.00
ES-2	\$146.00
ES-3	\$187.00
ES-4	\$220.00
ES-5	\$277.00
ES-6	\$355.00
ES-7	\$443.00
ES-8	\$501.00

<b>Project Controls</b>	
PC-1	\$118.00
PC-2	\$157.00
PC-3	\$200.00
PC-4	\$255.00
PC-5	\$312.00
PC-6	\$403.00
PC-7	\$506.00

<b>Management / Administration</b>	
AM-1	\$84.00
AM-2	\$107.00
AM-3	\$149.00
AM-4	\$191.00
AM-5	\$234.00
AM-6	\$303.00
AM-7	\$389.00

**RESOLUTION NO. 07-2025**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN APPLICATION TO THE MISSOURI BLUE SHIELD PROGRAM.**

**WHEREAS**, Governor Mike Kehoe issued Executive Order 25-03 establishing the Blue Shield Program, a statewide initiative to recognize local governments that are committed to public safety; and

**WHEREAS**, the Missouri Department of Public Safety has been tasked with administering the Blue Shield Program; and

**WHEREAS**, law enforcement is essential for the safety and security of the City of Clinton and its citizens, businesses and visitors; and

**WHEREAS**, the interaction between the community and law enforcement is paramount to developing trust between all parties to help reduce crime; and

**WHEREAS**, the City of Clinton is committed to increasing public safety by providing support to the law enforcement officers and encouraging community partnerships related to public safety;

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

**Section 1.** The Clinton City Council makes the commitment to:

- Focus on the reduction of violent crime;
- Continue to make extraordinary investments in public safety;
- Encourage active community policing initiatives;
- Partner with stakeholders in a joint effort to invest in and/or improve public safety in a significant way;
- Improve existing retention and recruitment programs for the Clinton Police Department;
- Maintain compliance with at least the following statutes: Sections 43.505, 43.544, 590.030, 590.650.3, 590.700, and 590.1265, RSMo.

**Section 2.** The Mayor, or her designated representative, is authorized to submit an application for participation in the Blue Shield Program, providing a summary of the Clinton Police Department's recent accomplishments and goals for both the coming year and the subsequent five years.

**Section 3.** If successful in receiving the Blue Shield Designation, the City of Clinton agrees to comply with all Reporting and Accountability requirements established by the Missouri Department of Public Safety.

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Carla Moberly, Mayor

ATTEST

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Wendee Seaton, City Clerk

## Christy Maggi

---

**From:** Chuck Bailey  
**Sent:** Friday, April 11, 2025 2:23 PM  
**To:** Christy Maggi; Eric Lueck  
**Cc:** Brad Combs; John McClendon  
**Subject:** RE: City of Clinton Aquatic Center Roof

As long as the material is fastened according to the chart, this system meets our 90 mph wind requirements.

Chuck Bailey, CFM  
Community Development Director  
City of Clinton  
105 E Ohio St  
Clinton, MO 64735  
(660) 885-6121



---

**From:** Christy Maggi <cmaggi@cityofclintonmo.com>  
**Sent:** Friday, April 11, 2025 2:12 PM  
**To:** Eric Lueck <elueck@redhammerroof.com>  
**Cc:** Brad Combs <brad@clintonmopr.com>; John McClendon <john@clintonmopr.com>; Chuck Bailey <cbailey@cityofclintonmo.com>  
**Subject:** RE: City of Clinton Aquatic Center Roof

Thank you, Eric. This will work.

Christy



Christina A. Maggi  
City Administrator  
City of Clinton • 105 E. Ohio • Clinton MO 64735  
Office: 660-885-6121 • Cell: 660-525-3003 • Fax: 660-885-2023

**From:** Eric Lueck [mailto:[elueck@redhammerroof.com](mailto:elueck@redhammerroof.com)]  
**Sent:** Friday, April 11, 2025 2:06 PM  
**To:** Christy Maggi <cmaggi@cityofclintonmo.com>  
**Cc:** Brad Combs <brad@clintonmopr.com>; John McClendon <john@clintonmopr.com>; Chuck Bailey <cbailey@cityofclintonmo.com>  
**Subject:** Re: City of Clinton Aquatic Center Roof

Attached is the document sent to me from Carlisle. The current roofing system proposed will meet ASCE-7 2016 Standards based on these calculations. This refers to wind load requirements and not actual wind speeds.



Uplift calculations are prepared based on ASCE 7 2016 Standards. Due to unknown variables associated with each roofing system and structure, Carlisle disclaims responsibility concerning the accuracy of these calculated results, the relevance of the results to the performance of the installed roofing system and the appropriate use of the program for any geographic location. A licensed engineer should verify the results.

### Project Information

Job Name <b>Clinton Aquatic Center</b>	City <b>Clinton</b>	State/Prov, Country <b>MO, US</b>
User Name <b>Eric Lueck</b>	Email <b>elueck@redhammerroof.com</b>	
Street Address <b>1008 E Sedalia Ave</b>	City <b>Clinton</b>	State/Prov, Country <b>MO, US</b>
Roof Dimensions (ft.) <b>140 x 140</b>	Building Height (ft.) <b>40</b>	Basic Wind Speed (mph) <b>105</b>
Exposure Type <b>B</b>	Internal Pressure <b>Enclosed Buildings (0.18)</b>	Risk Category <b>Category III</b>
Membrane Type <b>TPO</b>	Deck Type <b>22 Gauge or Heavier Steel</b>	Safety Factor <b>1</b>

### Basic Uplift Pressure

Constant	Kz	Kzt	Kd	Vz <sup>2</sup>	ASL	Qz
0.00256	Velocity Pressure Coefficient	Wind Speed Coefficient	Directionality Factor	Basic Wind Speed	Allowable Strength Load	Lbs./Sq. Ft.
0.00256	0.76	1	0.85	11025	0.6	11

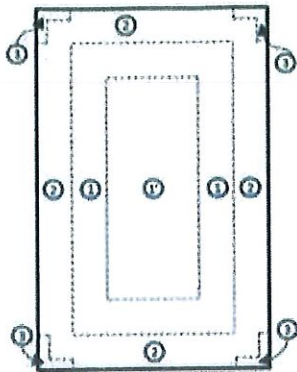
### Zone Uplift Pressure

Pressure Zones	Coefficient	Basic Velocity Pressure	Zone Uplift Pressure (psf)
Zone 1'	-0.9	11	-11.9
Zone 1 (Field)	-1.7	11	-20.6
Zone 2 (Perimeter)	-2.3	11	-27.2
Zone 3 (Corner)	-3.2	11	-37.0

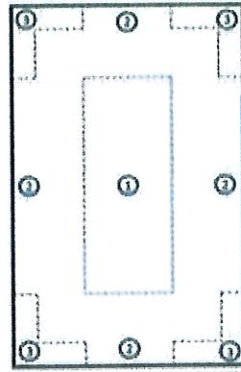
Zones	Zone Uplift Pressure (psf)	Safety Factor	Design Pressure (psf)
Zone 1'	-11.9	1	-11.9
1 - Field	-20.6	1	-20.6
2 - Perimeter	-27.2	1	-27.2
3 - Corner	-37.0	1	-37.0

Note: If parapet heights are 3-ft (0.915-m) or greater, perimeter pressures can be used for corner pressures.

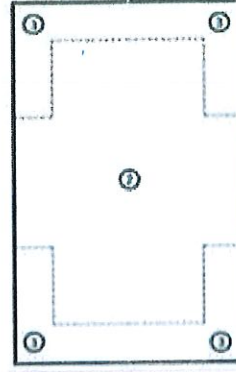




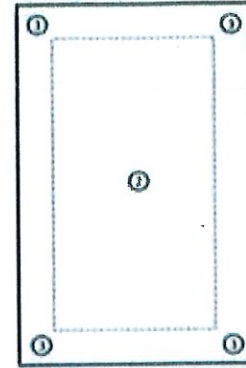
Buildings with least horizontal dimension greater than  $2.4h$



Buildings with least horizontal dimension greater than  $1.2h$  but less than  $2.4h$



Buildings with least horizontal dimension less than  $1.2h$  and largest horizontal dimension greater than  $1.2h$



Buildings with largest horizontal dimension less than  $1.2h$

#### Adhered with Fasteners

Adhered Membrane System Rated for 90 psf	
Roof Zone	Insulation Attachment Fastening Density 4' x 8'
Zone 1'	8
Zone 1 (Field Area)	8
Zone 2 (Perimeter Area)	8
Zone 3 (Corner Area)	8

**ASCE 7-2016**

**RESOLUTION NO. 08-2025**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND REDHAMMER ROOF GROUP, LLC FOR A ROOFING PROJECT.**

**WHEREAS**, the City of Clinton wishes to enter into an Agreement with RedHammer Roof Group for the Aquatic Center Roof Project; and

**WHEREAS**, RedHammer Roof Group desires to provide such services; and

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

**Section 1.** The Agreement with RedHammer Roof Group, LLC (Exhibit A), not to exceed Two Hundred Fifty-One Thousand Four Hundred Sixty-Five Dollars and Zero Cents (\$251,465.00) is hereby approved.

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

Read and passed this \_\_\_\_ day of April, 2025.

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

ATTEST

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

**CONTRACTOR MASTER SERVICES AGREEMENT  
FOR  
ROOF REPLACEMENT PROJECT – AQUATIC CENTER**

**THIS AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Clinton, (herein "City") and \_\_\_\_\_ (herein "Contractor").

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

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

1.1 **Scope of Services** – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

**1.2 Time for Completion** - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed no later than August 29, 2025.

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

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

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

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

2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

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

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples,

plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

**5. Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

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

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

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

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

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unpaid payment.

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

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

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

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

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



**6.4 Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

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

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

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

**6.6 Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

**6.7 Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

**6.8 Subcontractor** - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The

minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

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

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

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

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

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

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate

provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

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

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

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

12. **Period of Services and Termination** - Work to be completed no later than August 29, 2025. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City

questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Prevailing Wage** – If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 31 attached hereto, to the extent the bid amount exceeds \$75,000.

14. **Liquidated Damages** - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City two hundred fifty dollars (\$500.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.

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

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

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

18. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create

any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

19. **Performance, Payment and Maintenance Bonds** - Performance, payment and maintenance bonds shall be required upon execution on the contract. See forms in attached contract.

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

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

**CONTRACTOR**

**CITY OF CLINTON**

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

TITLE:

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

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

MAYOR

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

**RESOLUTION 04-2025**

**RESOLUTION ACCEPTING THE CERTIFIED RETURNS OF THE COUNTY CLERK FOR THE GENERAL MUNICIPAL CITY ELECTION HELD APRIL 8, 2025.**

**WHEREAS**, the City of Clinton, Missouri, did hold a General Municipal City Election on April 8, 2025; and

**WHEREAS**, the election was conducted by the County Clerk of Henry County, State of Missouri, as authorized by the laws of the State of Missouri; and

**WHEREAS**, the City has been provided a certification of election results, a copy of which is hereby attached, showing that votes cast are shown by the returns made to his office.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Clinton, Missouri, that the Official Certificate of Election Results of the April General Municipal Election by the County Clerk of Henry Council will be accepted as follows:

The following individuals shall be declared elected to their respective positions:

Ward I Council Person (Two Year Term) ..... Stacia Wilson  
Ward II Council Person (Two Year Term) ..... Roger M. House  
Ward III Council Person (Two Year Term) ..... Robert Hills  
Ward IV Council Person (Two Year Term) ..... Austin Jones

Read and passed this \_\_\_\_\_ day of April, 2025.

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

ATTEST

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

# OATH OF OFFICE

STATE OF MISSOURI,  
County of Henry

Do you, swear or affirm, that you possess all the qualifications prescribed for your office by law, within the City of Clinton, in the County of Henry, State of Missouri; that you will support the Constitution and Statutes of the United States and the State of Missouri, and the Ordinances of the City of Clinton, and that you will faithfully demean yourself while in office?

\_\_\_\_\_  
Signature of elected/appointed officer

\_\_\_\_\_  
Stacia Wilson

Name of elected/appointed officer

\_\_\_\_\_  
Council Person Ward I

Council/Board or Committee

Subscribed and sworn to before me this 15<sup>th</sup> day of April, 2025

\_\_\_\_\_  
Wendee Seaton, City Clerk  
City of Clinton, MO  
My commission expires March 3, 2027



City of  
**Clinton**  
MISSOURI

105 E. Ohio Street  
Clinton, MO 64735  
(660) 885-6121



# OATH OF OFFICE

STATE OF MISSOURI,  
County of Henry

Do you, swear or affirm, that you possess all the qualifications prescribed for your office by law, within the City of Clinton, in the County of Henry, State of Missouri; that you will support the Constitution and Statutes of the United States and the State of Missouri, and the Ordinances of the City of Clinton, and that you will faithfully demean yourself while in office?

\_\_\_\_\_  
Signature of elected/appointed officer

Roger House

\_\_\_\_\_  
Name of elected/appointed officer

Council Person Ward II

\_\_\_\_\_  
Council/Board or Committee

Subscribed and sworn to before me this 15<sup>th</sup> day of April, 2025

\_\_\_\_\_  
Wendee Seaton, City Clerk  
City of Clinton, MO  
My commission expires March 3, 2027



City of  
**Clinton**  
MISSOURI

105 E. Ohio Street  
Clinton, MO 64735  
(660) 885-6121

# OATH OF OFFICE

STATE OF MISSOURI,  
County of Henry

Do you, swear or affirm, that you possess all the qualifications prescribed for your office by law, within the City of Clinton, in the County of Henry, State of Missouri; that you will support the Constitution and Statutes of the United States and the State of Missouri, and the Ordinances of the City of Clinton, and that you will faithfully demean yourself while in office?

\_\_\_\_\_  
Signature of elected/appointed officer

\_\_\_\_\_  
Robert Hills

\_\_\_\_\_  
Name of elected/appointed officer

\_\_\_\_\_  
Council Person Ward III

\_\_\_\_\_  
Council/Board or Committee

Subscribed and sworn to before me this 15<sup>th</sup> day of April, 2025

\_\_\_\_\_  
Wendee Seaton, City Clerk  
City of Clinton, MO  
My commission expires March 3, 2027



City of  
**Clinton**  
MISSOURI

105 E. Ohio Street  
Clinton, MO 64735  
(660) 885-6121

# OATH OF OFFICE

STATE OF MISSOURI,  
County of Henry

Do you, swear or affirm, that you possess all the qualifications prescribed for your office by law, within the City of Clinton, in the County of Henry, State of Missouri; that you will support the Constitution and Statutes of the United States and the State of Missouri, and the Ordinances of the City of Clinton, and that you will faithfully demean yourself while in office?

\_\_\_\_\_  
Signature of elected/appointed officer

Austin Jones

\_\_\_\_\_  
Name of elected/appointed officer

Council Person Ward IV

\_\_\_\_\_  
Council/Board or Committee

Subscribed and sworn to before me this 15<sup>th</sup> day of April, 2025

\_\_\_\_\_  
Wendee Seaton, City Clerk  
City of Clinton, MO  
My commission expires March 3, 2027



City of  
**Clinton**  
MISSOURI

105 E. Ohio Street  
Clinton, MO 64735  
(660) 885-6121



***FIRE***  
**CLINTON, MISSOURI**

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

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## Monthly Summary for March, 2025

Total training man hours:	640
Total incident man hours:	295
Apparatus and station maintenance man hours:	336
Fire inspections completed:	11
Burning permits issued:	4
Fire prevention and education programs completed:	1
Total incidents in March, 2025:	123
Total incidents for the year:	370
Total incidents this time last year:	276
Estimated dollar loss for March, 2025:	
	City: \$0
	Rural: <u>\$61,000</u>
	Total: \$61,000



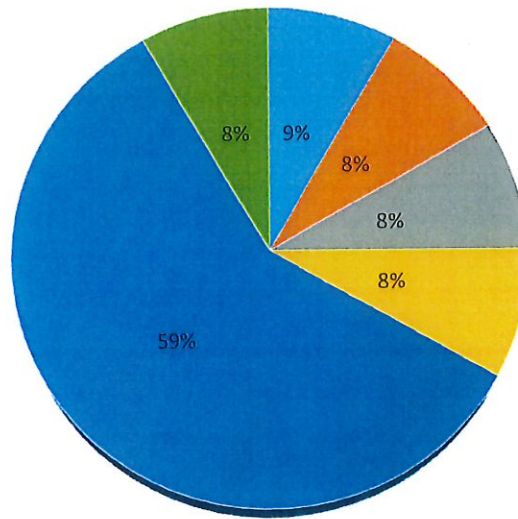


**FIRE**  
**CLINTON, MISSOURI**

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

### Incident Reports by Incident Type Series, Summary

**Incident Type:** 1 - Fire

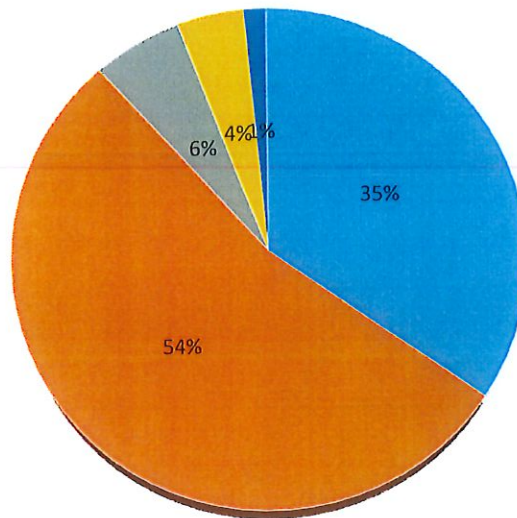


■ 111 ■ 118 ■ 131 ■ 141 ■ 143 ■ 150

111 – Building Fire	1
118 – Trash or rubbish fire, contained	1
131 – Passenger vehicle fire	1
141 – Forest, woods or wildland fire	1
143 – Grass fire	7
150 – Outside rubbish fire, other	1

**Total Number of calls for this Major Category: 12**

**Incident Type:** 3 - Rescue & Emergency Medical Service Incident

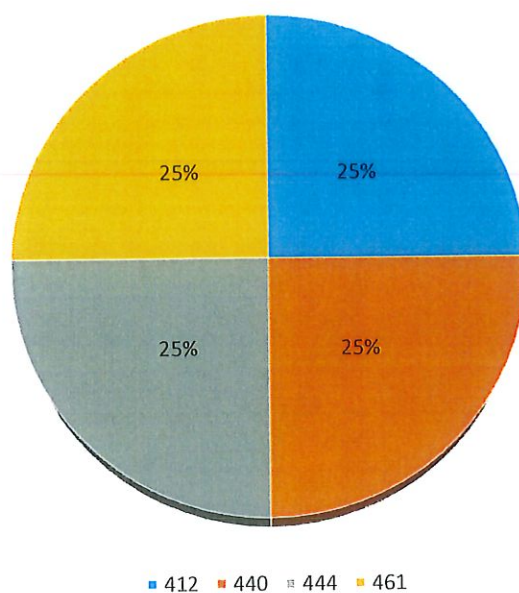


■ 311 ■ 321 ■ 322 ■ 324 ■ 340

311 - Medical assist, assist EMS crew	24
321 - EMS call, excluding vehicle accident with injury	37
322 - Motor vehicle accident with injuries	4
324 - Motor vehicle accident with no injuries.	3
340 - Search for lost person, other	1

**Total Number of calls for this Major Category: 69**

**Incident Type:** 4 – Hazardous Condition (No Fire)

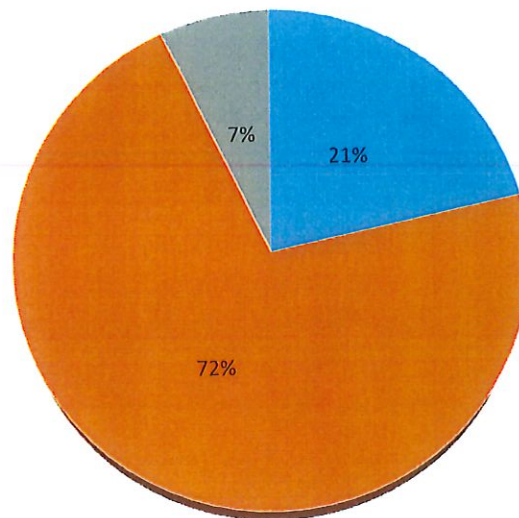


412 – Gas leak (natural gas or LPG)	1
440 – Electrical wiring/equipment problem, other	1
444 – Power line down	1
461 – Building or structure weakened or collapsed	1

**Total Number of calls for this Major Category:** 4



**Incident Type:** 5 – Service Call

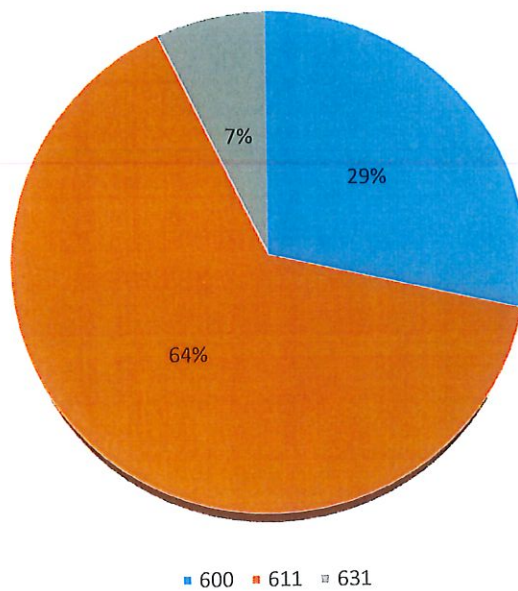


■ 553 ■ 561 ■ 571

553 – Public service	3
561 - Unauthorized burning	10
571 – Cover assignment, standby, moveup	1

**Total Number of calls for this Major Category: 14**

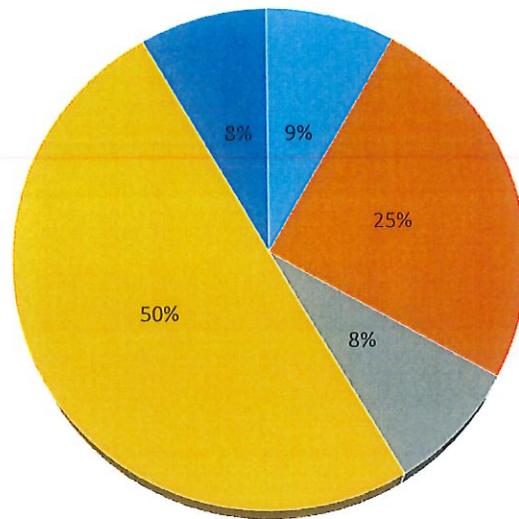
**Incident Type:** 6 - Good Intent Call



600 – Good intent call, other	4
611 – Dispatched & canceled en route	9
631 – Authorized controlled burn	1

**Total Number of calls for this Major Category: 14**

**Incident Type: 7 - False Alarm & False Call**



■ 700 ■ 735 ■ 736 ■ 745 ■ 746

700 – False alarm or false call, other	1
735 – Alarm system sounded due to malfunction	1
736 – CO detector activation due to malfunction	1
745 - Alarm system activation, no fire - unintentional	6
746 – Carbon monoxide detector activation, no CO	1

**Total Number of calls for this Major Category: 10**

<b>Total Number of Incidents:</b>	<b>123</b>
<b>Total Number of Incident Types:</b>	<b>26</b>