



## **AGENDA**

Clinton City Council Regular Meeting  
City Hall • 105 E. Ohio Street, Clinton, MO 64735  
Tuesday, July 1, 2025 • 6:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **New Business:**
  - a. Mayor's appointment to the vacant Ward 1 Council Position.
4. **Adjourn**
5. **Call to Order and Roll Call**
6. **Pledge of Allegiance**
7. **Approval of Minutes:**
  - a. Approval or correction of the minutes of the City Council Meeting of June 17, 2025.
8. **Personal Appearances:**
9. **Reports:** None.
10. **Second Reading of Previously Read Bills:** None.
11. **Committee Reports:**
  - a. **Public Works Committee Report:**
    1. **Community Development**  
Monthly Building Report: For Information Only.
    2. **Street Department**
      - a. IMS Pavement Budgetary Estimate: Recommend approval, 2-0.  
**Resolution No. 14-2025 - A Resolution of the City Council of Clinton, Missouri (CITY) approving an agreement between the City of Clinton and IMS Infrastructure Management Services (IMS).**
      - b. City Wide Clean Up Report: Collected 10 open tops and 5 tanks for a total of 77.98 tons, amounting to \$7,952.00. For information only.
      - c. Micro Surface Project: Vance Brothers doing crack sealing this week. For information only.
    3. **Waste Water**
      - a. South Meadows Pump Replacement: Recommend accept Alliance quote of \$7,965.72, installation included, with Mayor approval. For information only.
      - b. CIPP: Ace Pipe completing the CIPP lining project today. For information only.



- c. Manhole Inspections: 62 manhole inspections have been completed in the last 2 months, all in the Harris and Deer Creek basins. Manhole repairs are needed at several locations.
- d. WWTP Upgrade: Electrical work continuing. Working with HDR to revise the location of the pad for the blower equipment.

4. **Cruise Nights**

Matt Wray and Marty Loyd request to close the Square at noon for each Cruise Night, which is 2 hrs. earlier than was approved with the initial event request. The layout will remain as previously approved. Recommend 2-0.

5. **ATS**

Chuck has spent 3.5 weeks preparing the ATS pre-audit documents. Materials have been submitted to MoDOT. The audit will take place later in 2025

b. **Public Safety Committee Report:**

- 1. Employee alcohol and controlled substance use, abuse and testing policy

**Bill No. 2025-03 - An Ordinance of the City Council of Clinton, Missouri repealing all ordinances pertaining to alcohol and controlled substance use, abuse and testing for City of Clinton employees and adopting a revised alcohol and substance use, abuse and testing policy for City of Clinton employees.**

c. **Finance Committee Report:**

- 1. Agreement with Henry County Collection for Tax Collection

**Resolution No. 01-2025 - A Resolution of the City of Clinton approving an agreement by and between the City of Clinton, Missouri and the Henry County Collector for Tax Collection Services.**

12. **Mayor's Report**

13. **City Administrator's Report**

14. **Unfinished Business:** None.

15. **New Business:** None.

16. **Closed Session:** *Pursuant to RSMo. 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;*

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, June 17, 2025 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, June 17, 2025. Mayor Carla Moberly presided.

1. **Call to Order:** Mayor Carla Moberly called the meeting to order.

2. **Roll Call:**

Council Persons:

Present: Gene Henry, Rob Hills, Roger House, Austin Jones, Gary Mount and Greg Shannon

Absent: Cameron Jackson and Stacia Wilson

Others Present:

City Administrator Christy Maggi, City Clerk Designee Mary Riffle, City Attorney Adam Sommer, 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 June 3, 2025. Council Person Jones duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

5. **Personal Appearances:**

- a. Mike West of 310 E. Ohio Street spoke about the sidewalk repairs by his home. Christy Maggi had a water board meeting today to direct Alliance Water to find a contractor to help with all of the lingering repairs.
- b. Diane Hannah spoke about the same issues with driveways and has not gotten any cooperation from the Henry County Water Company.

6. **Reports:**

- a. Mark Dawson - Economic Development Report: An update was given on three new projects. The new Joe's Italian will be opening in July. Discussion was held on the appearance of the old Holiday Inn property to those traveling through Clinton. The City Attorney stated that it has not been deemed a nuisance property by an engineer so there is nothing the City can do at this time.

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

8. **Committee Reports:**

- a. **Public Works Committee Report:** None.
- b. **Public Safety Committee Report:** Council Person Jones gave the following committee report:

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

1. HeroFundUSA, Inc. grant for portable radios for Fire Department

**Resolution No. 13-2025 - A Resolution of the City Council of Clinton, Missouri (City), approving a grant award agreement between the City of Clinton Fire Department and HeroFundUSA, Inc. (HFUSA).**

## Council Minutes

### June 17, 2025

COUNCIL: Council Person Jones made a motion to approve Resolution No. 13-2025. Council Person Shannon duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

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

1. Kaysinger Basin Regional Planning Commission annual membership and appointment of City representative. In order to apply for FEMA and SEMA applications the City will need to have them. Last year the charge was \$0.30 per capita. Committee recommends 3-0.

**Resolution No. 09-2025: Kaysinger Basin Regional Planning Commission – Resolution of Membership**

COUNCIL: Council Person Henry made a motion to approve Resolution No. 09-2025. Council Person Shannon duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

9. **Mayor's Report**

- a. The Mayor received a letter from Council Person Wilson stating that she will be moving out of her ward. The Mayor will appoint someone to finish out her term.
- b. There is a Chamber Luncheon.

10. **City Administrator's Report:** None.

11. **Unfinished Business:**

- a. Employee alcohol and controlled substance use, abuse and testing policy

**Bill No. 2025-03 - An Ordinance of the City Council of Clinton, Missouri repealing all ordinances pertaining to alcohol and controlled substance use, abuse and testing for City of Clinton employees and adopting a revised alcohol and substance use, abuse and testing policy for City of Clinton employees.**

The City Attorney discussed that a work session needs to be held to develop a final version. Council Person Hills made a motion to refer this Public Safety. Council Person House duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

12. **New Business:**

- a. Request to close parts of the Square for Olde Glory Days. Council Person House made a motion to approve the request to close parts of the square. Council Person Hills duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

13. **Adjournment:** With no further business, Council Person Henry made a motion to adjourn. Council Person House duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. At 6:24 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, June 24, 2025 • 7:00 a.m.

COMMITTEE MEMBERS: ■ Roger House    □ Cameron Jackson    ■ Rob Hills

STAFF: ■ Christy Maggi    ■ TJ Williams    □ Brad Combs    ■ Chuck Bailey

CONTRACT STAFF: ■ Jon Patriarca (AWR)    □ Steve McKim (AWR)

GUESTS: ■ Matt Wray    ■ Marty Loyd

### 1. Community Development

Monthly Building Report: For Information Only.

### 2. Street Department

a. IMS Pavement Budgetary Estimate: Recommend approval, 2-0.

**Resolution No. 14-2025 - A Resolution of the City Council of Clinton, Missouri (CITY) approving an agreement between the City of Clinton and IMS Infrastructure Management Services (IMS).**

b. City Wide Clean Up Report: Collected 10 open tops and 5 tanks for a total of 77.98 tons, amounting to \$7,952.00. For information only.

c. Micro Surface Project: Vance Brothers doing crack sealing this week. For information only.

### 3. Waste Water

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b. CIPP: Ace Pipe completing the CIPP lining project today. For information only.

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### 4. Cruise Nights

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### 5. ATS

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## MONTHLY BUILDING REPORT

### REPORTING PERIOD:

5/1/2025

thru

5/31/2025

Previous Month Total Dollar Value YTD:

\$4,728,524.00

PERMIT TYPE	NUMBER OF PERMITS	# PERMITS YTD	MONTHLY DOLLAR VALUE
SINGLE FAMILY HOMES	<u>0</u>	<u>4</u>	<u>\$0.00</u>
MULTIPLE FAMILY HOMES (NUMBER OF UNITS WITHIN MFU)	<u>0</u>	<u>0</u>	<u>\$0.00</u>
GARAGES & CARPORTS (ATTACHED)	<u>0</u>	<u>0</u>	<u>\$0.00</u>
GARAGES & CARPORTS (DETACHED)	<u>0</u>	<u>2</u>	<u>\$0.00</u>
ACCESSORY AND MISCELLANEOUS	<u>10</u>	<u>36</u>	<u>\$63,365.00</u>
COMMERCIAL BUILDINGS	<u>2</u>	<u>3</u>	<u>\$3,534,000.00</u>
COMMERCIAL REMODELING	<u>0</u>	<u>1</u>	<u>\$0.00</u>
DEMOLITIONS	<u>2</u>	<u>2</u>	<u>\$19,000.00</u>
SIGNS	<u>0</u>	<u>1</u>	<u>\$0.00</u>
OTHER	<u>8</u>	<u>19</u>	<u>\$126,819.00</u>
TOTALS FOR MONTH=	<u>22</u>		<u>\$3,743,184.00</u>
TOTAL PERMITS YTD=		<u>68</u>	
TOTAL DOLLAR VALUE YTD=			<u>\$8,471,708.00</u>
TOTAL PERMIT FEES FOR MONTH=	<u>\$8,115.00</u>		
TOTAL PERMIT FEES YTD=	<u>\$18,876.00</u>		
PLUMBERS LICENSES ISSUED	<u>0</u>		

REMARKS:

## MONTHLY BUILDING DEPARTMENT REPORT LOG

MONTH

MAY

YEAR

2025

DATE	PERMIT#	OWNER/ADDRESS	CONTRACTOR	VALUE	PERMIT FEE	CODE	ABBR	CONSTRUCTION TYPE	COMP DATE
5/2/2025	PB2025-0052	HELENA STROPE 1408 N WHIPPOWILL DR	THRASHER	\$33,499.00	\$108.00	12	OTH	FOUNDATION REPAIR	
5/5/2025	PB2025-0053	ALLEN HIGH 512 E LINCOLN ST	LIFETIME SOLAR	\$12,000.00	\$25.00	17	AM	SOLAR ARRAY	
5/6/2025	PB2025-0054	THE BLUE INN, LLC 713 E LINCOLN ST	SELF	\$25,000.00	\$75.00	12	OTH	SINGLE FAMILY REMODEL	
5/7/2025	PB2025-0055	LNK PROPERTIES 604 S ORCHARD ST	SHAMROCK ROOFER	\$4,000.00	\$25.00	12	OTH	ROOF REPAIR	
5/7/2025	PB2025-0056	SBA TOWERS 1024 N PRICE LN	ANSCO & ASSOCIATES	\$100,000.00	\$295.00	29	CB	GENERATOR	
5/7/2025	PB2025-0057	MOOREINDI, INC. 400 E MEADOWLARK DR	FAULKNER ENTERPRISES	\$26,370.00	\$80.00	13	OTH	FOUNDATION REPAIR	
5/7/2025	PB2025-0058	ROBERT & JUANITA KING 816 S HUDSON ST	SELF	\$10,000.00	\$35.00	17	AM	ACCESSORY STRUCTURE	
5/9/2025	PB2025-0059	MICHAEL & KAREN WILLIAMS 809 E LINCOLN ST	FAULKNER ENTERPRISES	\$8,450.00	\$25.00	12	OTH	FOUNDATION REPAIR	
5/9/2025	PB2025-0060	RODGER BUXTON CLARK, III 411 E OAK ST	SCHULTZ WRECKING	\$9,000.00	\$25.00	12	DEM	DEMOLITION	
5/9/2025	PB2025-0062	MICHAEL MARQUESS 402 E JEFFERSON ST	SCHULTZ WRECKING	\$10,000.00	\$70.00	12	DEM	DEMOLITION	
5/13/2025	PB2025-0063	SHARE & CARE 820 N PRICE LN	KLASSEN CONSTRUCTION	\$3,434,000.00	\$6,963.00	24	CB	COMMERCIAL BUILDING	
5/16/2025	PB2025-0064	LLOYD GENE ROMIG 416 W ALLEN ST	SHAMROCK ROOFER	\$10,000.00	\$25.00	12	OTH	ROOF REPAIR	
5/16/2025	PB2025-0065	HARLEY CUMMINS 910 N FOURTH ST	SELF	\$8,000.00	\$25.00	12	OTH	SINGLE FAMILY REMODEL	
5/16/2025	PB2025-0066	JONATHAN PRESLEY 110 W TIMBERVIEW DR	SELF	\$7,000.00	\$25.00	17	AM	DECK	
5/16/2025	PB2025-0067	GREGORY SHANNON 705 E CLINTON ST	HARTWELL SERVICES	\$7,000.00	\$25.00	17	AM	ACCESSORY STRUCTURE	
5/16/2025	PB2025-0068	BRIAN MATTHES 106 N JAMES DR	SELF	\$5,000.00	\$25.00	17	AM	ACCESSORY STRUCTURE	
5/16/2025	PB2025-0069	COLBY BULLOCK 301 N MCCLANE ST	SELF	\$2,000.00	\$25.00	17	AM	ACCESSORY STRUCTURE	
5/20/2025	PB2025-0070	VINCENT DENNIS FLAHERTY 116 W HENRY ST	SELF	\$11,500.00		12	OTH	ROOM ADDITION	
5/27/2025	PB2025-0071	JAMES LOWER 905 W MONROVIA DR	SELF	\$14,000.00	\$114.00	17	AM	ACCESSORY STRUCTURE	
5/27/2025	PB2025-0072	US BANK 115 E FRANKLIN ST	MIDWEST SIGN	\$10,000.00	\$75.00	29	SIGN	SIGN	
5/30/2025	PB2025-0073	EARL WARD 209 S WATER ST	F&S	\$1,000.00	\$25.00	17	AM	FENCE	
5/30/2025	PB2025-0074	MARILYN FANTZ 811 S SIXTH ST TERR	F&S	\$1,365.00	\$25.00	17	AM	FENCE	
5/30/2025	PB2025-0075	CLINT & JILL WAREHAM 1606 N WATER ST	SUNRISE TELECOM	\$4,000.00		29	AM	STREET CUT 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)

**TOTAL IMS PROPOSAL        \$ 70,300**

<b>IMS Street Evaluations</b>				<b>EXPENSED TO FUND:</b>
Roadway Conditions Survey	LCMS	\$	37,150	25
Structural Testing	FFWD	\$	20,900	24

<b>IMS Parking Lot Evaluations</b>				
Roadway Conditions Survey	LCMS	\$	7,500	
Structural Testing	FFWD	\$	4,750	

	SF	COST		
		LCMS	FFWD	
Soccer complex	60,450	\$ 1,845	\$ 1,169	26
Community Center	49,128	\$ 1,500	\$ 950	
Aquatic Center	7,686	\$ 235	\$ 149	
Benson Center	57,828	\$ 1,765	\$ 1,118	
City Hall - PD	65,558	\$ 2,001	\$ 1,268	10 & 12
Fire	5,016	\$ 153	\$ 97	15
<b>TOTALS</b>	<b>245,666</b>	<b>\$ 7,500</b>	<b>\$ 4,750</b>	

**RESOLUTION NO. 14-2025**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND IMS INFRASTRUCTURE MANAGEMENT SERVICES (IMS).**

**WHEREAS**, the City of Clinton desires to develop a data-driven roadway maintenance and rehabilitation plan; and

**WHEREAS**, North Central Texas Council of Governments solicited bids from qualified vendors for pavement analysis and related services, resulting in cooperative purchasing agreement # 2022-063 with IMS Infrastructure Management Services, offered through TXShare; and

**WHEREAS**, the City is authorized to utilize cooperative government purchase contracts, per City Code Sec. 2-274(a)(4);

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

**Section 1.** The Agreement with IMS Infrastructure Management Services, in the amount of \$70,300, 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 July, 2025.

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

ATTEST

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

**PROFESSIONAL SERVICES AGREEMENT**

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

**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, IMS shall provide the City professional services for the benefit of the City as set forth in the specific Proposal submitted by IMS and accepted by City, and IMS shall provide the City, as applicable, with the services, reports, studies, and other work outlined. IMS agrees to provide all such services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. IMS 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 or by any additional proposals provided to IMS by the City or City's representative, or a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for IMS work performed without a City approved written proposal for professional services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by IMS, based upon City approved proposals submitted by IMS, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and IMS in writing. All proposals for work submitted by IMS to the City for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by IMS. When the City provides IMS with a written and/or graphic request for proposal, IMS's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. IMS shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which IMS 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 IMS to provide optional services, IMS's proposal shall respond to the options requested, or provide reasons why IMS cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain the estimated time to complete each task or item of work to be performed by IMS under the proposal. When the City provides IMS with a written and/or graphic request for proposal, IMS'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.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation.

1.4 **Signatures** - IMS proposals for services under this agreement shall be signed and dated by IMS or an authorized representative of IMS.

2. **Compensation** - In consideration for IMS's provision of services under this agreement, the City agrees to compensate IMS for services rendered in accordance set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Periodic invoices shall not exceed the amounts permitted in IMS's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for work already complete. The City reserves the right to withhold payment for inadequately documented invoices until documentation is received. The City further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with IMS'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 IMS. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in IMS's favor.

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

4. **Coordination of Work and Work Product** - IMS shall coordinate all work with the City's designated representative for each task or project assigned to IMS 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. Notwithstanding IMS's right to ownership under Section 17, all reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall also be considered the property of the City. All project work products shall be provided in accordance with the Proposal.

5. **Protection of Work, Property and Persons** - To the extent IMS's work will require any field work, testing, sampling or otherwise, the requirements of this Section shall apply to IMS's personnel on site. IMS will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement.

IMS 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.

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

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

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

6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by IMS, 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 sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

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

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

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

6.6 **Professional Liability** - Claims for damages resulting from errors or omissions of



IMS or its employees in the amount of at least \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate.

**6.7 Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from IMS's services 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 sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

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

**7. Indemnification** - Failure of IMS to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce IMS's obligations to maintain such insurance coverage and IMS 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 IMS, its agents or employees. Further, IMS shall hold City harmless from any failure by IMS to complete their work in compliance with all applicable local, state and federal regulations.

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

**9. Records and Samples** - To the extent not otherwise transferred to the City's possession, IMS 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, IMS agrees to either retain all test products or samples collected by or submitted to IMS, or return same to the City as mutually agreed upon. In absence of agreement, IMS 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

IMS 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 IMS 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 IMS shall be entitled to no additional compensation.

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

12. **Period of Services and Termination** – The period of performance under this agreement shall be one (1) year from the contract execution date. The City may and reserves the right to terminate this agreement at any time with or without cause by giving IMS written notice of termination. Upon receipt of such notice, IMS 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, IMS 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 IMS 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, IMS shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of IMS prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by IMS upon not less than seven-days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of IMS. In the event of termination by IMS, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry

County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

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

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

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

17. **Ownership of Plans and Documents** - Records. In addition to City's ownership rights under Section 4, field notes, original drawings, and logs are and shall remain, the property of IMS.

IMS shall furnish to the City copies of all reports, maps, and other documents, as outlined in the Proposal, which were developed in the course of work for the City and for which compensation has been received by IMS.

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

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

**IMS [insert firm name]**

**CITY OF CLINTON, MISSOURI**

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

Position with firm: \_\_\_\_\_

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

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

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

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

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

## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

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

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

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

My Commission Expires:

County of \_\_\_\_\_ )  
 ) SS  
 State of \_\_\_\_\_ )

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

Date \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

## CONFLICT OF INTEREST FORM

PROJECT: \_\_\_\_\_

RESPONSIBLE CITY EMPLOYEE: \_\_\_\_\_

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: \_\_\_\_\_

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

	Yes	No
Sale, purchase or exchange of property	_____	_____
Receiving or furnishing goods or services	_____	_____
Transfer or receipt of income, assets or funds	_____	_____
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	_____

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton



either to or from any employee, elected official or its responsible consultants in the last twenty-four months.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

STATE OF MISSOURI     )  
                                  ) SS  
COUNTY OF HENRY     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, appeared \_\_\_\_\_, to me personally known, who being duly sworn, did swear that the matters contained herein are true to his/her best knowledge and belief.

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

\_\_\_\_\_  
NOTARY PUBLIC

Clinton, MO - LCMS and FFWD

# Fee Proposal

Opportunity ID: 25-05-05895



6/19/2025

City of Clinton, MO  
Christy Maggi, City Administrator  
Email: cmaggi@cityofclintonmo.com  
Phone: (660) 885-6121

**Re: Clinton, MO - LCMS and FFWD**

Dear Christy,

IMS Infrastructure Management Services (IMS) is pleased to present this Fee Proposal for a roadway pavement condition survey including structural testing for Clinton, MO. As an industry leader with five decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work with our clients to meet all project goals and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (813) 469-2087 or by email at jtill@icc-ims.com.

Best Regards,  
**IMS Infrastructure Management Services**



**John Till, Chief Financial & Revenue Officer**

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## Project Overview

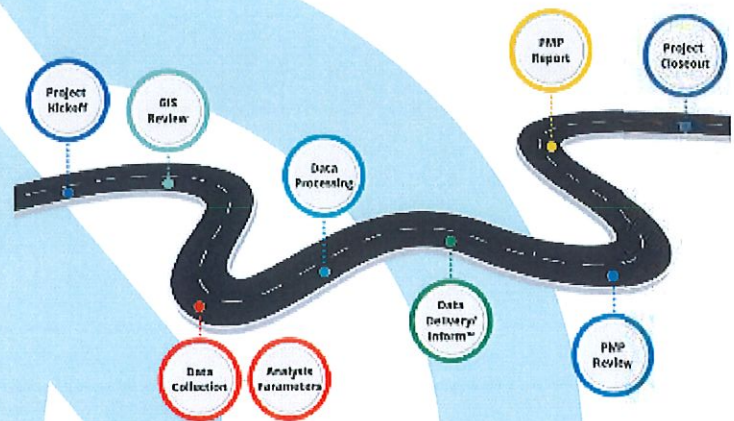
The primary objective of this project is to collect 80 test miles of roadway condition data and 80 of roadway structural integrity data. To ensure adequate coverage across the roadway network, we survey roads with greater than three lanes in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. *(See Appendix A for more details on each step in our project roadmap.)*

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.

Our data collection approach provides 100% coverage of all collected lanes, 100% rating of all pavement (no sampling), and no reliance on field operators/crew to perform manual rating or supplemented with "windshield surveys." This approach meets stringent industry standards (ASTM and AASHTO) and state DOT reporting requirements. We are the only vendor bringing our fifty-year legacy of state DOT pavement condition survey experience, quality, accuracy, and repeatability to municipal agencies.

The structural survey will be performed with a Fast-Falling Weight Deflectometer (FastFWD).



## Deliverables (Roadway Condition Survey)

**01****Roadway Pavement Condition Data**

Reported in an Excel spreadsheet and a geodatabase.

**02****Easy Street Analysis (ESA) of Roadway Pavements**

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis (refer to **ESA Overview** for specified customizations and optional value add enhancements)
- ESA training session (two hours) via Teams

**03****Five (5) Year, Network-Level Pavement Management Plan via ESA****04****Inform™ Online Data Viewer**

Enables convenient, browser-based viewing of collected data and imagery. *(Note: 90 days of hosting for unlimited agency users is included from the time of implementation.)*

**05****Additional Value-Added Services**

If applicable, based on our discussions with you, this Fee Proposal includes information and pricing on additional value-added services, described in more detail below.





## Deliverables (Structural Testing)

**Core deliverable** – the expected format you will receive our data in based on requested data processing options

**01**

### Structural Pavement Assessment Data

Reported in an Excel spreadsheet and a geodatabase\*

*\*Unless otherwise specified in fee breakdown (e.g., raw data or other format).*

**Deliverable Options** – if chosen/applicable, will be distinctly listed as separate line items in the fee schedule

**A**

### Structural Number Effective (SNeff)

Represents the overall current effective structural rating of the pavement

**B**

### Structural Number Required (SNreq)

Represents the *required* structural number based on average daily traffic (ADT) analysis. This requires providing ADT data to us for analysis.

**C**

### Color Coded GIS Map – Based on Structural Index (SI) (PDF)

A color coded map to visually display the structural index based on the results/scoring from collected and processed FastFWD data.

**D**

### Additional Consulting/Customized Reporting

Consulting or customized reporting options are available. We will ensure a scoping meeting has occurred to properly scope and price the deliverable. Any additional consulting or customized deliverables will be represented separately in the fee schedule.



## Fee Proposal

### Clinton, MO - LCMS

(Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.)

Fee Proposal – Pavement Condition					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	\$4,000.00		<b>\$4,000.00</b>
Project Management	1	Lump Sum	\$2,500.00		<b>\$2,500.00</b>
GIS Review and Survey Extents Verification	1	Centerline Miles	\$2,000.00		<b>\$2,000.00</b>
Intensive GIS/Linework Cleanup	1	Lump Sum	\$1,250.00		<b>\$1,250.00</b>
Mobilization/Calibration	1	Lump Sum	\$3,900.00		<b>\$3,900.00</b>
Field Data Collection - IrisPRO Pave	80	Test Miles	\$115.00		<b>\$9,200.00</b>
Field Data Collection of Parking Lots- IrisPRO Pave	1	Lump Sum	\$5,000.00		<b>\$5,000.00</b>
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	80	Test Miles	\$30.00		<b>\$2,400.00</b>
Data Processing: Parking Lots - ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	1	Lump Sum	\$500.00		<b>\$500.00</b>
Condition Data Delivery (Standard Geodatabase/Tabular Format Only)	1	Lump Sum	\$500.00		<b>\$500.00</b>
Easy Street Analysis (ESA) Pavement Management Plan/Analysis - Draft	1	Lump Sum	\$8,500.00		<b>\$8,500.00</b>
Parking Lot Management Plan via Easy Street Analysis (ESA)	1	Lump Sum	\$2,000.00		<b>\$2,000.00</b>
Draft Pavement Management Report	1	Lump Sum	\$2,400.00		<b>\$2,400.00</b>
Final Pavement Management Report and Analysis Results	1	Lump Sum	\$500.00		<b>\$500.00</b>
Inform - <400 lane miles- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	1	Per Year	\$2,000.00	100%	<b>\$0.00</b>
Inform Web Hosting- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	80	Per year per mile	\$1.20	100%	<b>\$0.00</b>
			<b>Total Price:</b>	<b>\$44,650.00</b>	



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Fee Proposal FWD					
Name	Qty.	Units	Price	Disc.	Total Price
<b>Mobilization/Calibration (FFWD)</b>	1	Lump Sum	\$3,900.00		<b>\$3,900.00</b>
<b>Field Data Collection - Fast Falling Weight Deflectometer (FFWD) - DAY RATE</b>	3	Per Day	\$3,750.00		<b>\$11,250.00</b>
<b>Field Data Collection - Fast Falling Weight Deflectometer (FFWD) - Parking Lots</b>	1	Lump Sum	\$4,750.00		<b>\$4,750.00</b>
<b>Data Processing: Standard FFWD (Including QC/QA)</b>	1	Lump Sum	\$1,750.00		<b>\$1,750.00</b>
<b>Calculate Structural Number (S<sub>neff</sub>)</b>	1	Lump Sum	\$1,000.00		<b>\$1,000.00</b>
<b>Calculate Structural Number Required (S<sub>Nreq</sub>) Based on ADT and Provide Structural Index</b>	1	Lump Sum	\$2,000.00		<b>\$2,000.00</b>
<b>Color Coded GIS Map - Based on Structural Index (SI) (PDF)</b>	1	Lump Sum	\$1,000.00		<b>\$1,000.00</b>
			<b>Total Price:</b>		<b>\$25,650.00</b>



Service Category #1: Pavement Data Collection										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include ?	Total Units	Agreed Upon Cost (\$)/Unit	C=Ax+B Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-100 Lane Miles	Unit Cost (\$) 100+ Lane Miles				
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile <sup>1</sup>		\$160.00	\$115.00	\$100.00	X	60	\$160.00	\$11,200
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile <sup>1</sup>		\$1.00	\$1.00	\$1.00	X	60	\$100	\$60
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	\$2,500.00				X			\$2,500
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile <sup>1</sup>		\$1.00	\$1.00	\$1.00	X	60	\$100	\$60
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking	Lane Mile <sup>1</sup>		\$1.00	\$1.00	\$1.00	X	60	\$100	\$60
Service Category #2: Asset Inventory										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include ?	Total Units	Agreed Upon Cost (\$)/Unit	C=Ax+B Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-100 Lane Miles	Unit Cost (\$) 100+ Lane Miles				
19 & 57	Perform Parking Lot Pavement Condition Assessment (Thru-Travel Lanes) w/ Inventory, Attribute, & Geodatabase Development	Square Yard	\$7,500.00	\$0.20	\$0.20	\$0.20	x	100000	\$0.20	\$21,500
Service Category #3: Pavement Management Analysis										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include ?	Total Units	Agreed Upon Cost (\$)/Unit	C=Ax+B Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-100 Lane Miles	Unit Cost (\$) 100+ Lane Miles				
21	Calculate the International Roughness Index (IRI) for each road segment in accordance with ASTM E926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile <sup>1</sup>		\$1.00	\$1.00	\$1.00	x	60	\$100	\$60
22	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6432 or ASTM E3093. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile <sup>1</sup>		\$20.00	\$15.00	\$12.00	x	60	\$20.00	\$1,600
23	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Lane Mile <sup>1</sup>	\$2,000.00	\$0.00	\$1.00	\$1.00	x	60	\$0.00	\$2,000
24	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	Each Participant	\$4,500.00	\$0.00	\$1.00	\$1.00	x	60	\$0.00	\$4,500
25	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,000.00	\$0.00	\$1.00	\$1.00	x	60	\$0.00	\$3,000
Service Category #4: Electronic Products										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include ?	Total Units	Agreed Upon Cost (\$)/Unit	C=Ax+B Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-100 Lane Miles	Unit Cost (\$) 100+ Lane Miles				
29	Roadway information that shall be collected and provided to the Participant at a minimum includes items a, through L in Exhibit B.	Lane Mile <sup>1</sup>		\$5.00	\$3.00	\$2.00	x	60	\$5.00	\$400
30	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPave). The assessment data shall include visual observations, photographs and measurements collected by instrumentation. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,500.00	\$5.00	\$4.00	\$3.00	x	60	\$5.00	\$3,300
32	Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$1,500.00	\$10.00	\$8.00	\$5.00	x	60	\$10.00	\$2,300
33	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets). Cost includes base cost plus lane mile unit cost.	Each Participant	\$2,500.00	\$0.00	\$0.00	\$0.00	x	60	\$0.00	\$2,500
Service Category #6: GIS Related Services										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include ?	Total Units	Agreed Upon Cost (\$)/Unit	C=Ax+B Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-100 Lane Miles	Unit Cost (\$) 100+ Lane Miles				
37	GIS Clean-Up Services	Each Participant	\$115 per Hour							\$1,250
Service Category #7: Value Added Services										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include ?	Total Units	Agreed Upon Cost (\$)/Unit	C=Ax+B Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-100 Lane Miles	Unit Cost (\$) 100+ Lane Miles				
40	Full Written Final Report: Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant	\$3,500.00				x			\$3,500
0	Referral Client Discount	Each Participant	-\$56,820.00				x		-\$56,820.00	-\$56,820
0.0	Inform Web-Hosted Viewer (90 Days Trial)/Free	Each Participant	\$2,000.00				x	1120/M	\$2,000.00	\$0
IMS TOTAL										\$70,300





**MASTER SERVICES AGREEMENT #2022-063  
Pavement Analysis and Related Services**

THIS MASTER SERVICES AGREEMENT ("Agreement"), effective the last date of signed approval ("Effective Date"), is entered into by and between the North Central Texas Council of Governments ("NCTCOG"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

**IMS Infrastructure Management Services, LP. ("Contractor")**

**Original Contract & Amendment:**

**AMENDMENT #1**

**to**

**Agreement # 2022-063**

**Pavement Analysis and Related Services**

This AMENDMENT ("Amendment") to the Services Agreement #2022-063 ("Original Contract") is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

**International Cybernetics Company, LP  
d/b/a IMS Infrastructure Management Services  
10630 75<sup>th</sup> St  
Largo, FL 33777**

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on May 22, 2023; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **Extend the Original Contract through November 30, 2028.**



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## Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA)/PROWAG non-compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***



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## Industry-Leading Technologies

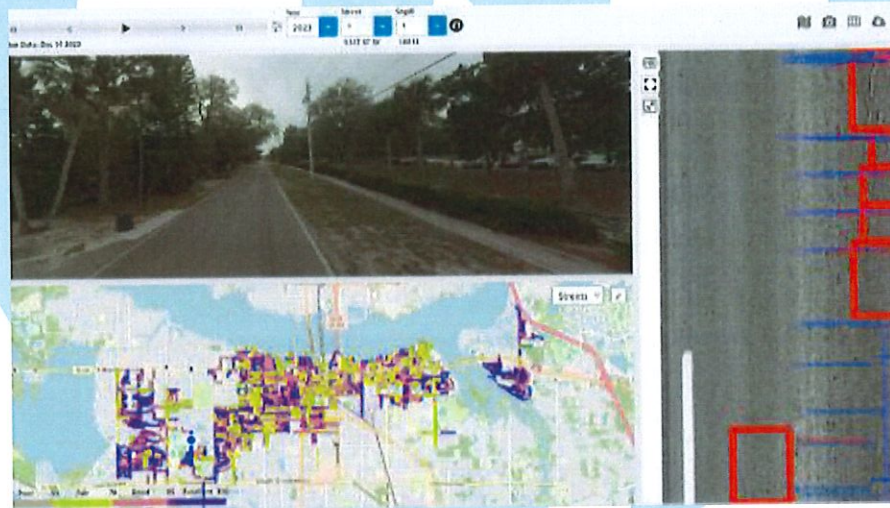
### IrisPRO Pave™

The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OXTS INS with DGPS.



### Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits. Inform™ provides color coded roads by condition values like PCI, PSCI, Roughness (IRI), Rutting Index and more. This allows for insights at a glance and effective reporting to decision makers.



*"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."*

– Robert Bush, Program Manager, Arizona DOT



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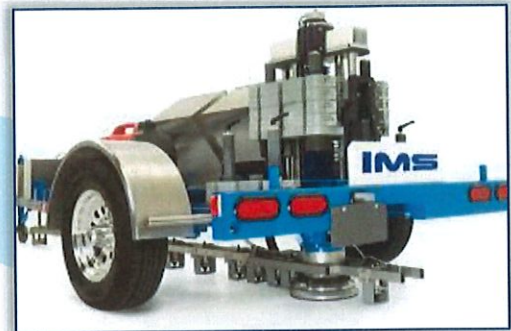


### Fast-Falling Weight Deflectometer (FastFWD)

The FastFWD enables agencies to identify issues in the subgrade, sub-base, and base layers, in addition to the surface layer, providing a comprehensive view of pavement health.

Subsurface distress investigations are a valuable tool to assess the structural health of a roadway. The FastFWD provides several key indices, including:

- Effective Structural Number (S<sub>Neff</sub>)
- Surface Curvature Index (SCI)
- Elastic Modulus (stiffness) of
  - o Subgrade
  - o Sub-base or base
  - o Asphalt or Concrete
- Structural Index (SI)



Fast Falling Weight Deflectometer (FastFWD)

Since obtaining the above indices sometimes require additional inputs such as accurate pavement thickness, IMS has developed a new and proprietary tool called Intelligent Structural Analyzer (ISA™). This tool can calculate S<sub>Neff</sub> without the need for thickness, eliminating the need for GPR testing or Coring. By knowing the S<sub>Neff</sub>, agencies not only get an accurate estimate of their pavement structural health but also can design the exact pavement thickness required for reconstruction or overlay, down to decimal-level accuracy.

Another use case of structural testing is optimizing pavement management decisions. The matrix below, originally proposed by the Virginia Department of Transportation (VDOT), highlights the importance of combining structural and surface condition assessments, such as PCI or PCR. Relying solely on one metric can lead to suboptimal decisions. For example, if surface conditions are poor (e.g., PCI near 0), a Pavement Management System (PMS) might recommend full reconstruction (RC). However, structural testing may reveal that reconstruction is unnecessary, and corrective maintenance (CM) could suffice. Combining these metrics enables agencies to implement the **right solution, at the right time, in the right location**, delivering on the promise of holistic pavement management.

		Structural Condition Recommendation				
		DN	PM	CM	RM	RC
Surface Condition Recommendation	DN	DN	DN	DN	DN	DN
	PM	PM	PM	DN	DN	DN
	CM	CM	CM	CM	RM	RC
	RM	CM	CM	CM	RM	RC
	RC	CM	CM	RM	RC	RC

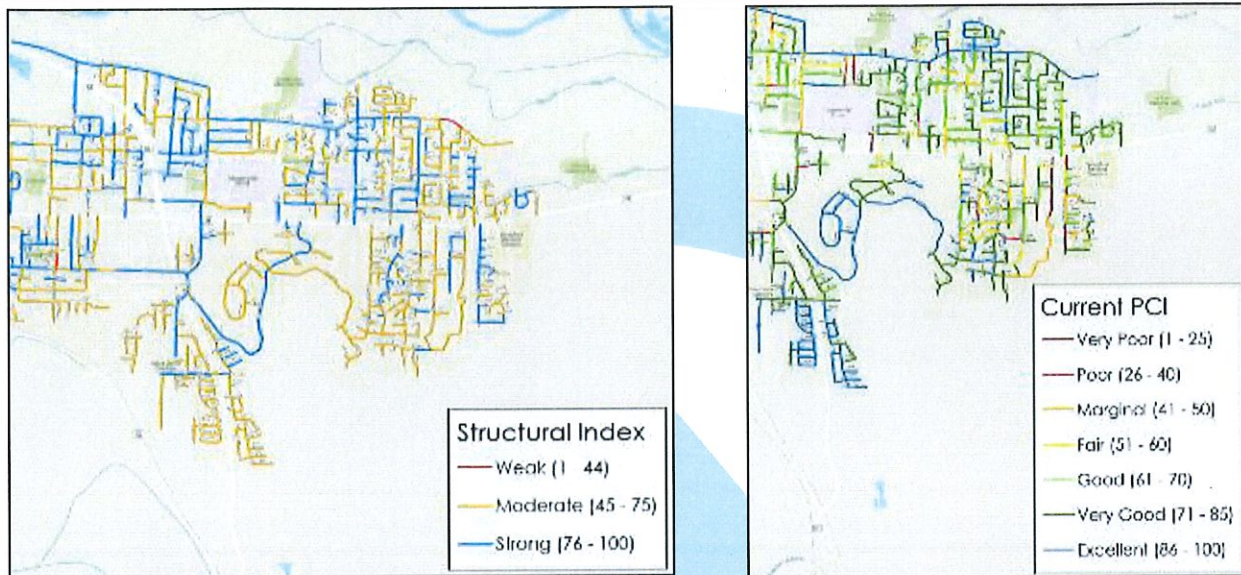
DN: Distressing  
PM: Preventive Maintenance  
CM: Corrective Maintenance  
RM: Resurfacing  
RC: Reconstruction







An example of the final deliverables is shown below, featuring a map that highlights locations categorized as having Weak, Moderate, or Strong structural condition. By overlaying structural testing results with surface condition data, the map provides a holistic view of the roadway network, as demonstrated below.



Deflection testing is performed using a Fast FWD, in accordance with ASTM D4694-09 (2020) standards for paved roadways. The IMS team can conduct a structural assessment of all designated roadways. Deflection testing is usually completed at least once in each direction in every street segment (every 300 - 500 feet) along the outside lanes of the roadway. A series of geophones records deflection readings for each section of pavement tested. These readings are used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.

Upon completion of the deflection survey a structural analysis is performed. FastFWDs apply a known load to the pavement and measure the pavement response to the load. The structural adequacy of a street is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are generally deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays; those between 50 and 75 typically reflect streets that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.

By using this data-driven approach, maintenance, and rehabilitation efforts are more accurately targeted, enhancing the overall efficiency of your pavement management program.



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## Easy Street Analysis (ESA) Overview of Pavement Management Plan and Included Deliverables

ESA integrates the core analysis capabilities of the most powerful pavement management systems within a familiar Microsoft® Excel environment. It is a pavement management tool designed to provide agencies with easy access to pavement condition data and analysis results. It is often used to enhance the use of traditional licensed-based software.

ESA was engineered as a simple solution that eliminates the need for users to become pavement management software experts before they can leverage their survey results. ESA is an interactive spreadsheet that contains deterioration curves, functional classes, pavement types, pavement strength rating, city-specific rehabilitation methods and costs, associated rehab resets, budget information, and other city-specific parameters. Our interactive ESA spreadsheet is fully customizable to the needs of our clients and programmed to develop multi-year M&R plans built around practical prioritization techniques and financial optimization, typically as cost of deferral analyses. Results can be visualized using both ESRI GIS software and Excel-based mapping tools. IMS has deployed ESA successfully on hundreds of government agencies across North America.

ESA offers the following key scenarios for analysis:

- Annual funding required to maintain current pavement conditions.
- Annual funding required to maintain the current network backlog.
- Funding projections needed to achieve and sustain a target PCI over the next five years.
- Funding projections needed to achieve and sustain a target backlog over the next five years.
- Minimum funding level required to avoid falling below control PCI limit.
- Minimum funding level required to avoid falling below control backlog limit.
- Future network performance predictions, including the network average PCI and segment level PCI, if current funding levels remain unchanged over five years.
- Strategic rehabilitation recommendations for pavement treatments based on the current budget.

For the pavement analysis results to be practically useful to the agency, IMS endeavors to work closely with every client agency to select appropriate parameters. The IMS pavement engineer will work with the client to select and define the analysis parameters. These include:

- Analysis period (standard is 5 years)
- Road maintenance budget (one value in \$/YR; can vary over the years)
- Rehab types and unit rates (in \$/SY)
- Completed work (rehab type and rehab date for any work done after survey but before analysis start date), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)
- Planned work (rehab type and rehab date for any work to be done after analysis start date; e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)
- Project groupings by proximity, functional classes, pavement types, and similar conditions (PCI spread of 20 and PCI below 40)



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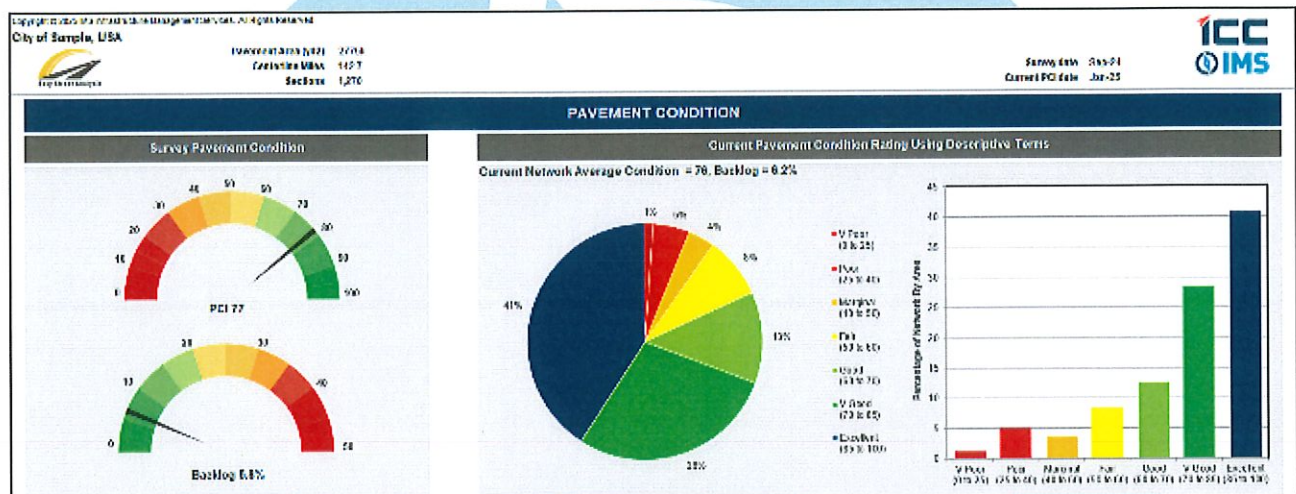
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- \*If structural testing using the Fast-Falling Weight Deflectometer (FFWD) is involved: traffic data (AADT, %Trucks, and/or ESALs), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs). Default traffic count will be used if requested data is one of the specified formats.

Additional parameters and customizations are possible and can be discussed with the pavement engineer during the analysis initiation. IMS pricing includes up to 2 iterations (back-and-forths) of the analysis. Additional iterations or parameters will incur an additional cost. Also, any analysis parameter inputs such as completed or planned work lists provided in non-GIS or non-digital formats will incur an extra cost.

The following snapshots showcase some of the highlights of ESA:



ESA dashboard, providing overview of network condition. ESA offers a detailed evaluation of the network's PCI, with the ability to breakdown analyses by pavement type, functional classes, and index, delivering valuable insights into the overall network condition. The distribution of network area by pavement type and functional classes is displayed.



Network Analysis Summary - Five Year Rehab Plan Development

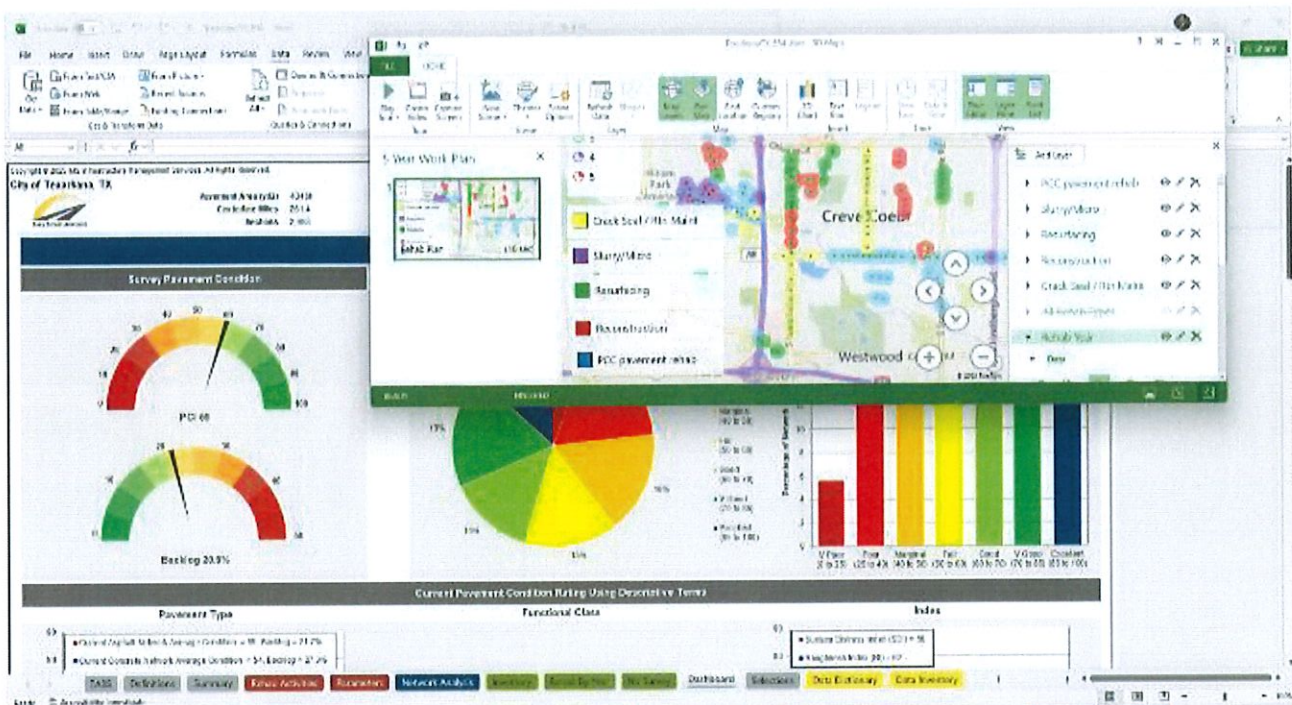
Current PCI Date: 1/1/2025		Annual Budget Increase (%/yr): 0.00		% of Budget Dedicated to Surface Treatments: 0							
Analysis Start Date: 1/1/2025 (MM/DD/YYYY)		Unit Rate Inflation (%/yr): 0.00									
Program Year	Annual Budget (\$)	Calendar Year	Block Count	Annual Expenditure (\$)	Pavement Costs (\$)	Peripheral Concrete Costs (\$)	Miles (mi)	PCI	Backlog (%)	<div>Refresh</div>	
Avg:	1,380,000	1,380	2024	1,270	19,006,510	19,006,510	0	142.7	76	6.2	<div>Run ESA</div>
1	1,380,000	2025	25	1,379,910	1,379,910	0	3.7	76			<div>Agency Budget</div>
2	1,380,000	2026	30	1,379,402	1,379,402	0	3.9	75			<div>Inventory and Rehab Plan</div>
3	1,380,000	2027	20	1,379,960	1,379,960	0	2.6	75			
4	1,380,000	2028	31	1,379,804	1,379,804	0	3.2	74			
5	1,380,000	2029	30	1,379,919	1,379,919	0	3.8	74	4.5		
Totals:			136	6,898,995	6,898,995	0	17.1				

Easy Street Analysis										ICC IMS	
Need Year	Committed Year	Year of First Selection	Segment Rehab Results	Rehab Activity Code	Rehab Activity	Avg Unit Rate (\$/yd2)	Segment Peripheral Concrete Costs (\$)	Segment Pavement Cost (\$)	Segment Total Cost (\$)	Project Cost (\$)	Five Year Post Rehab PCI
4	0	0	Fall Thru Yr 4						0	0	79
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	0	73,863	73,863	169,302	94
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	0	49,880	49,880	169,302	94
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	0	45,559	45,559	169,302	94
6	0	0	Not Selected						0	0	84
1	0	0	Fall Thru Yr 1						0	0	52
3	0	0	Fall Thru Yr 3						0	0	42
3	0	0	Fall Thru Yr 3						0	0	45
3	0	0	Fall Thru Yr 3						0	0	44
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	31,293	31,293	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	57,813	57,813	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	169,001	169,001	258,107	92
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	41,526	41,526	149,715	91
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	48,519	48,519	149,715	91
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	59,670	59,670	149,715	91
2	0	0	Fall Thru Yr 2						0	0	37
2	0	0	Fall Thru Yr 2						0	0	41

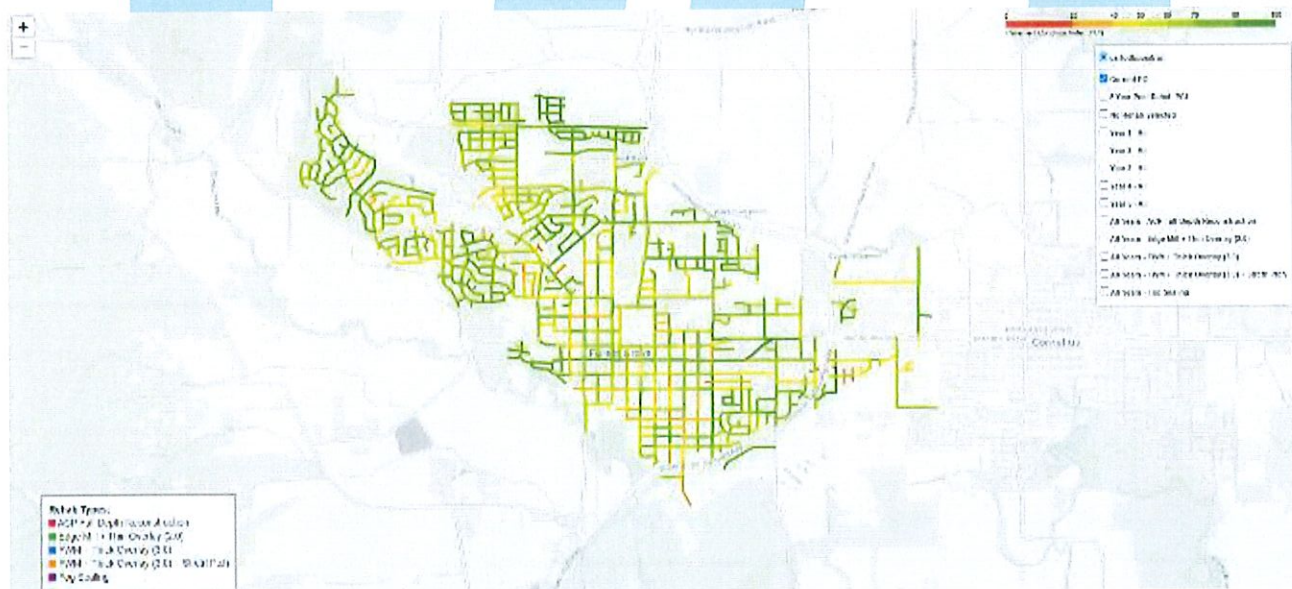
ESA has a straightforward design with simplified buttons to allow for agile review of recommended solutions for selected segments. The total budget and annual breakdown of each year of the respective analysis and network-level evolution of PCI and backlog are summarized.







ESA contains embedded GIS maps, allowing users to open GIS maps within the Excel interface.



ESA viewer, provides a map-based view of the pavement condition before and after applying recommended treatments. Various options can be accessed and filtered from this view. Clicking any segment on the map displays detailed information such as GISID, PCI, year, and more.



#### Optional Value-Added ESA Enhancements

- Increase analysis period from 5 years to 10 years (ESA fee is multiplied by two (2))
- Additional budget breakdowns, other than one value in \$/YR (*specific scoping required by pavement engineer*)
- Conversion of rehab unit rates to \$/SY (*specific scoping required by pavement engineer*)
- Conversion of completed work (rehab type and rehab date for any work done after survey but before analysis start date) from any format other than a GIS-compatible format (shapefile, geodatabase or list of GISIDs) to an acceptable format for ESA (*specific scoping required by pavement engineer*)
- Conversion of planned work (rehab type and rehab date for any work to be done after analysis start date e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs) to an acceptable format for ESA (*specific scoping required by pavement engineer*)
- Inclusion of project groupings by any other approach such as groupings by subdivisions, zones, neighborhoods, etc. (*specific scoping required by pavement engineer*)
- Conversion of traffic data for integration of FFWD data into ESA (*specific scoping required by pavement engineer*)



A DXP Company as of 11.1.2023  
627 S. Cottage St., Ste 205  
Independence, MO 64050  
Tel. 816-833-8109 Fax 816-833-8035

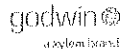
# Estimate

Date	Estimate #
4/22/2025	4-22-25MP

To: City of Clinton- Water Res  
Alliance Water Resources  
1101 Vansant  
Clinton, MO 64735

Phone 660-885-6611 (PLANT)  
Fax  
Cell

Item	Description	Amount
Field Labor	Provide labor & materials to install one new Barnes model SGV 3042L Submersible Grinder Pump, 3 hp, 460 volt, 3 ph, 3450 RPM w/ 30' of power & control cable and seal fail & thermal circuits.  To pull the old pump & Install the new pump and test operation	1,215.00
Matls-New	One - Barnes Grinder Pump model 3042L, 3 hp, 460 volt, 3 ph, 3450 RPM, w/ seal fail & thermal protection and 30' of power & control cable	6,500.72
Service Truck Charge	One round trip	250.00



**Total** \$7,965.72

Total does NOT include Freight and Taxes



Take on drainage, sludge and slurry  
with WEDA submersible pumps  
from Atlas Copco.



By signing below, Customer accepts Quote and agrees to make full payment within 30 days of completion of project as described above. It is based on our evaluation and does not include material price increase or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. The cost quoted is good for thirty days. (Clerical errors are subject to correction) The title to the merchandise and personal property covered by this invoice shall remain vested in Alliance Pump & Mechanical Service, Inc. until the purchase price is paid in full. If quote is accepted please indicate so on the line below. Please mail or fax response to the address or fax number listed above.

JOB AUTHORIZED BY

PO #

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

Estimated By KELLY



JCI Industries, Inc.  
1161 SE Hamblen Rd.  
Lee's Summit, MO 64081  
Tel: 816-525-3320

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Tuesday, May 20, 2025

Alliance Water Resources – Clinton, MO  
105 E. Ohio  
Clinton, MO 64735

Phone: 660 885-6611

**Attention: Steve McKim**

**Subject:** Clinton, MO - Meadow Lake LS Barnes Replacement

**Quotation #:** SEQT-171163TWIL  
Please refer to this number when ordering

Item	Description	Qty	Unit Price
1.00	<b>HYDROMATIC HPGH300M4-2</b> Submersible Grinder Pump <ul style="list-style-type: none"> <li>• 3HP</li> <li>• 3Ph</li> <li>• 460V</li> <li>• 3450RPM</li> <li>• 2" Discharge</li> <li>• 35' Cord</li> </ul>	1	\$9,186.32

*Trever Wilson*

Trever Wilson  
Service Engineer  
JCI Industries, Inc.

*Mark Swendrowski*

Mark Swendrowski  
Sales Engineer  
JCI Industries, Inc.  
816-803-9607

Terms & Conditions			
<b>Lead Time</b>	6 Weeks After Receiving Order	<b>Payment Terms</b>	Net 30
<b>Shipping Method</b>	Salesman Delivery	<b>Shipping Terms</b>	Prepaid and Added to Invoice
Thank you for the opportunity to present this quote! Due to the ongoing uncertainty surrounding tariffs, supply chain volatility, and other market conditions beyond our control, all pricing is subject to change without notice. Final pricing will be determined at the time of acknowledgement. We appreciate your understanding in this dynamic environment.			



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1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods or Parts shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods or Parts to Seller's price for the Goods or Parts at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods or Parts prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods or Parts or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods

or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods or Parts for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods or Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For shipments of Goods or Parts per Incoterms® 2020, per FCA will be the approved method for delivery unless otherwise approved by the parties. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs.

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**BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

**7. INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

**8. PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods or Parts.

**9. EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the



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foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or Parts, or to obtain material used directly or indirectly in the manufacture of the Goods or Parts is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods or Parts and/or allocate its available supply of the Goods or Parts and/or such material (without obligation to acquire other supplies of any such Goods, Parts or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon thirty (30) days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods or Parts consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods or Parts without prior notice to Buyer.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

14. **INSPECTION/TESTING:** Buyer shall have ten (10) days from (i) the date of delivery of Goods or Parts and (ii) from the date of completion of each portion of the services to inspect the Goods or Parts and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods or Parts are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods or Parts. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

15. **RETURNED GOODS:** Advance written permission to return Goods or Parts must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods or Parts must be (i) current, unused, catalogued Goods or Parts still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

16. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or

equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

17. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

18. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods or Parts and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods or Parts and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods or Parts in violation of such applicable laws, regulations, orders or requirements.

20. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

21. **GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or



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additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

**22. ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of

Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

**23. COMPLIANCE WITH LAW:** Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

**24. INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

The parties hereto agree any orders placed by Buyer for Seller to provide Goods, regardless of any terms and conditions on any quote, purchase order or other documents exchanged, the terms and conditions of this Agreement shall prevail.

# SMICO CONTRACTING GROUP, LLC

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## PROPOSAL

*May 23, 2025*

PROJECT: Clinton Pump Replacement

LOCATION: Clinton MO

To: Jonathan Patriarca      Attention: Jonathan Patriarca

SMI-CO Contracting Group LLC proposes to provide the following as specified below for the above referenced project.

**Bid Includes:**

- Provide and install new **Keen brand** Pump, including wiring it and attaching to existing pipe
- Removal of the existing pump

**Bid Excludes:** Taxes, Bonds, permits, Excavation outside of wet well, bypass pumping, base elbow, rails, Lining of wetwell, rock excavation, anything not expressly listed above.

**Total.....\$10,446**

Thank you for considering our proposal for this project.

Quote is valid 30 days from bid date

Submitted by \_\_\_\_\_  
Darryl R. Smith, President

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



City of  
**Clinton**  
MISSOURI

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

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

Tuesday, July 1, 2025 • 5:30 p.m.

Present:

COMMITTEE MEMBERS: ☐ Austin Jones ☐ Greg Shannon

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

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

1. Employee alcohol and controlled substance use, abuse and testing policy

**Bill No. 2025-03 - An Ordinance of the City Council of Clinton, Missouri repealing all ordinances pertaining to alcohol and controlled substance use, abuse and testing for City of Clinton employees and adopting a revised alcohol and substance use, abuse and testing policy for City of Clinton employees.**

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

**AN ORDINANCE OF THE CITY COUNCIL OF CLINTON, MISSOURI REPEALING ALL ORDINANCES PERTAINING TO ALCOHOL AND CONTROLLED SUBSTANCE USE, ABUSE AND TESTING FOR CITY OF CLINTON EMPLOYEES AND ADOPTING A REVISED ALCOHOL AND SUBSTANCE USE, ABUSE AND TESTING POLICY FOR CITY OF CLINTON EMPLOYEES.**

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

**SECTION 1. Alcohol & Controlled Substance Use, Abuse and Testing Policy**

**(a) Policy objectives.**

It is the policy of the City to provide safe, dependable, and economical services to its citizens and to provide safe, healthy and satisfying working conditions for its employees, and to comply with the requirements of federal law, including regulations attached to grant funding, and regarding ATF safety guidelines, and regulations related to the Drug Free Work Place Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991 and all regulations adopted under these provisions.

To meet these goals, it is the policy of the City to ensure that its employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; to create a workplace environment free from the adverse effects of alcohol and controlled substance abuse or misuse; to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of alcohol and controlled substances; and to encourage employees to seek professional assistance with personal problems, including alcohol and controlled substance dependency, which adversely affect their ability to perform assigned duties.

The phrase "controlled substance" as used in this policy shall include the definitions provided by Federal Law and application shall be based on such Federal categorizations and drug scheduling process of Section 201(c), [21 U.S.C. Sec. 811(C) of the Controlled Substances Act.

The purpose of this policy is to assure worker fitness for duty and to protect employees and the public from the risks posed by the use of alcohol and controlled substances. It is also the purpose of this policy to comply with all applicable federal and state regulations governing workplace alcohol and controlled substance abuse programs mandated under the above-noted acts. These acts mandate urine drug testing and breathalyzer alcohol tests for safety-sensitive positions and prevent performance of safety-sensitive functions when there is a positive test result. The federal law has also established standards for the collection and testing of urine and breath specimens, for the reporting of certain drug-related offenses, for protective measures for certain employees tested, for the preservation of confidentiality, and for certain reporting.

**(b) Applicability**

This policy applies to all safety-sensitive employees who perform safety-sensitive functions, or positions with a potential for injury to the employee or third parties as a result of performance of regular job duties, as these persons and activities are defined in the Omnibus Transportation Employee Testing Act and its implementing regulations, including but not limited to persons who are required to possess a CDL license for the operation of a commercial vehicle, and all law enforcement and emergency services personnel, as well as others in safety-sensitive positions for the City of Clinton.

**1. Positions**

All personnel shall be expected to maintain a drug free work environment at and on the grounds of any City property, at all times. The following positions shall be subject to testing during employment due to their safety-sensitive nature

- (i) All emergency services personnel including fire, ambulance and medical of any nature, police officers, any position which is tasked with operating any vehicle owned, leased, or borrowed, by the City for City business, any position which is tasked with operating any machinery owned, leased, or borrowed by the City for City business.

2. Substances Not Limited

Substances included in safety-sensitive testing are not limited by law to only illegal substances. Use of legal controlled substances is limited for safety-sensitive positions and includes any substance of impairment including those subject to Mo. Const. Art. XIV, pursuant to Section 2 (3) "limitations" due to the risk regarding safety to the general public.

The policy shall also apply to all other employees of the City except for the parts related to random testing.

(c) Definitions

1. Administrator – designated by the City Council to be the City Administrator. The Administrator may delegate tasks, as deemed appropriate by the Administrator.
2. Commercial vehicle – as defined in the Missouri statutes requiring commercial driver's licenses.
3. Delay – any failure to immediately report to the test site to participate in the required testing under this policy.

(d) Policy Administrator

Unless otherwise designated by the City Council, the designated policy administrator for the City is the City Administrator, who shall be designated as the controlled substance and alcohol policy administrator. Any inquiries concerning this policy, its application, its administration, or its interpretation shall be made to the policy administrator.

The policy administrator shall develop and maintain a current list of the personnel that are governed by this policy. The list shall be available for inspections in the office of the Personnel Clerk of the City.

The policy administrator shall develop all forms necessary to carry out the provisions of this policy, unless the forms are provided under the federal regulations. The forms shall be provided to appropriate persons who are responsible for the implementation and management of this policy.

The policy administrator shall ensure that every applicant considered for hire is provided a copy of this policy and upon hire that any new employee shall sign a written verification of receipt and review of this policy and understanding of the contents within as it relates to their job or position.

(e) Alcohol & Controlled Substances Prohibitions

An employee is prohibited from the operation of a commercial motor vehicle and/or from engaging in any work-related functions for alcohol-related conduct: (1) while consuming alcohol; (2) while having a blood alcohol concentration of 0.02 or greater; (3) within four (4) hours of consuming alcohol; or (4) after refusing to submit to an alcohol test.

An employee is prohibited from the use of a controlled substance at any time, whether on or off duty excepting those prescribed by medical professional for which notice shall be provided to City of any expected impacts or side effects which could impair employee's ability to safely perform job functions; any mind-altering substance that may impact safety-sensitive employee job functions may require reassignment or inability to qualify for safety-sensitive positions.

An employee is prohibited from the unauthorized possession of alcohol while on duty and of controlled substances at any time, whether on or off duty.

Any employee convicted of illegal conduct related to controlled substances or alcohol or who fails to report such a conviction to the policy administrator shall be subject to immediate termination from service.

Any employee whose job performance requires the possession of a valid CDL and who loses the CDL for a violation of, or as a consequence of the law shall be subject to disciplinary action up to and including termination from service. The employee shall notify the policy administrator and the employee's immediate supervisor of the loss of the CDL. Failure to notify the policy administrator of the loss of the CDL shall result in immediate termination from service.

Any employee who is consuming a prescribed or authorized controlled substance or other substance of any kind whose side effects may inhibit or impair the employee's performance shall provide written notice to the policy administrator of such consumption upon reporting to work and prior to engaging in any work-related activity, or earlier if possible. Failure to report shall be cause for disciplinary action up to and including termination from service. This includes all substances which may be considered mind altering or which may cause impairment.

(f) Controlled Substance & Alcohol Testing Provisions

Employees subject to this policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment testing; random testing (except as provided herein); reasonable suspicion testing; post-accident testing; return-to-work testing; and follow-up testing for rehabilitation programs.

Pre-Employment Testing

ALL POSITIONS: Pre-employment urine drug and alcohol testing shall be required of all applicants to whom a job offer is extended. Receipt of satisfactory test results is required prior to commencement of employment. Failure of a controlled substance or alcohol test voids the job offer.

SAFETY-SENSITIVE POSITIONS REGULATED BY DOT 49 CFR PART 40: Upon receipt of satisfactory test results, the City shall inquire of the prospective employee's prior drug and alcohol testing history for a period of two (2) years prior to hire, with the applicant's written consent, in compliance with 49 CFR 40.25. In the event that a prior positive drug or alcohol test is reported, evidence of the absence of controlled substance or alcohol dependency from a Substance Abuse Professional (SAP) shall be required. Failure to provide said evidence voids the job offer.

Reasonable Suspicion Testing

Reasonable suspicion testing shall be used to determine fitness for duty evaluations, including appropriate urine and/or breath testing when there are objective observable reasons to believe that a controlled substance or alcohol use is adversely affecting an employee's job performance or that the employee has violated this policy. Reasonable suspicion referral for testing shall be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance use. Reasonable suspicion observations should be made by supervisory or management personnel who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol; however, any employee may make such a report to the administrator if they feel a safety issue may be impacted by non-reporting. The observing supervisor is required to complete the appropriate required documentation concurrently with the observation and consideration to impose reasonable suspicion testing.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case, no later than eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing.



#### Post-Incident Testing

Post-incident testing shall be required to test employees after a vehicular crash has occurred in which a fatality has occurred, or when a traffic citation is issued to a City employee after a crash, or where injury to a person requires transport to a medical treatment facility, or disabling damage to one or more vehicles requires towing from the crash site to occur. Testing shall include both breath alcohol and urine drug testing of the employee(s).

Post-incident testing shall be required to test employees who are involved in any workplace incident that results in a fatality. Post-incident testing may be required where injury to a person requires transport to a medical treatment facility or where property damage occurs.

Post-incident testing shall be required and completed whenever possible within two (2) hours of the incident occurrence, but in any case, no later than eight (8) hours after the incident for breath alcohol testing and thirty-two (32) hours for controlled substance testing. If controlled substance testing is not conducted within thirty-two (32) hours, the incident report shall state the reason. An employee involved in an incident shall refrain from alcohol consumption for eight (8) hours following the incident.

#### Random Testing

Random testing shall be conducted on all persons in safety sensitive positions covered by this policy. Random testing shall be unannounced and conducted with unpredicted frequency throughout the year using an established scientifically based selection method. Testing shall be conducted whenever it is ordered by appropriate supervisory personnel, but no less frequently than required by federal law and regulations, and in such numbers as is minimally determined under the regulations.

#### Return-to-Work Testing

Return-to-work urine drug and alcohol testing for all employees covered by this policy shall be required for all employees who previously tested positive on a controlled substance or alcohol test. The employee must test negative before being permitted to return to work. Any repeat offense shall require a negative test and be evaluated and released to return to work by an SAP.

#### Follow-up Testing

Follow-up testing of employees returning to work shall be required. Employees shall submit to frequent, unannounced random urine drug and breath alcohol testing at least six (6) times in the following twelve (12) months after returning to work. Random testing may be continued for a period of up to sixty (60) months from the employee's return to work date.

Any employee who questions the results of a required urine drug test under this policy may require that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample and the test analysis shall be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee-requested testing shall be paid by the employee unless the second test invalidates the original test. An employee's request for a re-test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

The method of collecting, storing, and testing the split sample required under this policy shall be consistent with the procedures established in 49 CFR Part 40. The Policy Administrator shall provide information to sample collectors as set forth in 49 CFR 40.14.

Failure to test

Any employee who fails to submit to the required testing under the policy is considered to have tested positive and shall be subject to all of the consequences that flow related to positive testing, including termination.

Any employee ordered to test shall report immediately to the test site upon being ordered to submit to testing. No delay of any type may be granted or taken. Delay in reporting by the employee shall be treated as a refusal to test and shall subject the employee to all of the consequences that flow related to positive testing. Failure to provide a sufficient sample or for providing an adulterated sample shall be considered as a refusal to test and shall subject the employee to all of the consequences that flow.

Refusal to submit to a City ordered test shall not equate to a refusal to submit to a DOT required test.

(g) Testing Controls

ALCOHOL: Federal regulations require breath testing to be done on Evidential Breath Testing devices approved by the National Highway Safety Administration for employees holding CDLs or that are otherwise covered by Department of Transportation regulations. All non-covered employees may be tested by methods determined to be reliable by the City. An initial screening test is conducted first. Any result that is less than 0.02 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with a blood alcohol concentration of 0.02 or greater shall be removed from service for at least twenty-four (24) hours.

Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work-related activity; and the employee shall not be permitted to resume work until the employee is (1) evaluated by an SAP, (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in a follow-up test.

CONTROLLED SUBSTANCES: Controlled substance testing of employees holding CDLs or that are otherwise covered by Department of Transportation regulations is conducted by analyzing an employee's urine specimen performed at a laboratory certified and monitored by the U.S. Department of Health & Human Services for all substances designated in federal regulatory guidelines, including but not limited to:

1. Marijuana (THC metabolite)
2. Cocaine
3. Amphetamines
4. Opiates (including heroin)
5. Phencyclidine (PCP)

The testing for controlled substances is a two-stage process. First a screening test is conducted. If the test is positive for one or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GC/MS) analysis.

Testing of all non-covered employees may be by any method determined to be reliable by the City.

Any employee who tests positive on the confirmatory test shall be interviewed by the Medical Review Officer (MRO). The employee shall be immediately removed from work-related activity; and the employee shall not be permitted to resume work until the employee is (1) evaluated by an SAP, (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in a follow-up test.

(h) Employment Assessment

An employee who tests positive for the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations shall be evaluated by an SAP. The SAP shall evaluate each employee who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or alcohol.

Assessment by an SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City. The City's disciplinary policy provides guidance to the discipline that may be imposed, unless otherwise stated in this policy.

(i) Rehabilitation Effort, Limited.

Should the SAP determine any employee to be in need of assistance for a controlled substance or alcohol-related problem under this policy, the employee may be permitted to enter into a rehabilitation plan approved by the City, provided the employee agrees to adhere to the terms of the rehabilitation contract with the City.

Rehabilitation assistance may only be granted to an employee once while employed by the City. Failure to complete the rehabilitation assistance plan or to adhere to the rehabilitation contract shall be considered a resignation by the employee from employment with the City.

Rehabilitation shall not be available for safety-sensitive positions for use of any controlled substance, as defined by federal law, or for use of any altering substance during performance of job duties.

The rehabilitation contract shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

1. The employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the SAP or by a rehabilitation professional accepted by the City; and
2. The employee agrees to refrain from any violation of this policy and the use of controlled substances and alcohol consistent with the plan of rehabilitation and this policy; and
3. The employee provides a release of all medical records for use and review by the City relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and
4. The employee agrees to unannounced random testing for City-determined periods of time subsequent to the employee's return to work consistent with this policy; and
5. The employee agrees to submit to return-to-work testing demonstrating that the employee is negative under controlled substance and/or alcohol test standards; and
6. The employee agrees that any future controlled substance or alcohol violations shall be considered as a resignation of the employee from City service without recourse.

(j) Contractual Support Professionals

The City shall secure a contract with an appropriately certified testing laboratory to conduct the controlled substance testing analysis and reporting required under this policy and under the federal regulations in conformity with the standards established under the federal regulations. The City may contract for the required alcohol testing or may perform the testing using qualified City personnel who utilize appropriate testing equipment.

The City shall engage the services of an independent contractor to serve the City as the MRO properly credentialed and trained in compliance with the federal regulations, who shall not be an employee of the City. The MRO shall, as a part of the engagement contract, maintain all relevant records and provide the required reports that the City needs to comply with the federal reporting requirements.

The City shall appoint an SAP for the providing of services under this policy and in compliance with the federal regulations.

(k) Education & Training

The City shall provide all employees with a copy of this policy and materials related to the effects of the use and/or abuse of alcohol and controlled substances. The City shall also provide information to employees regarding treatment and rehabilitation available. Employees shall be required to confirm receipt of this policy and any revisions and of the educational materials in writing, noting the date of receipt and acknowledgement by signature witnessed by the supervisor providing the materials.

The City shall develop and provide training for all supervisors and managers who are responsible for the administration and enforcement of this policy. The training, at a minimum, shall include at least sixty (60) minutes of a program on the physical and behavioral effects on personal health, safety, the work environment, and on performance indicators of the effects of alcohol and controlled substance use and abuse, the side effects of abuse, and the consequences of prohibited work-related activity involving alcohol consumption. The training shall include an overview of this policy and its implementation and application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping. The training may include other components that the policy administrator, the MRO, and/or the SAP believe can enhance the program administration and awareness of problems and treatment related to alcohol and controlled substance use. The training may also provide components related to City sponsored or supported referral programs and employee assistance efforts that are sanctioned to deal with alcohol and controlled substance use and abuse problems.

Such training shall be conducted upon initial hiring or promotion for any supervisory position and renewed, annual, with written confirmation of such training to be tracked and filed by the administrator.

(l) Confidentiality

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the MRO, and the SAP, when and as applicable. The records shall be maintained separately from other personnel records kept by the City and shall be kept in a secured location with other medical records. Materials shall not be released to others without the written consent of the affected employee, except under provisions provided in the federal regulations at 49 CFR 40.323, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results, and/or to matters initiated by an employee.

Any person who breaches the confidentiality provisions of this policy shall be subject to disciplinary action, including possible immediate termination from employment and/or from any contractual relationship with the City without recourse.

(m) Disciplinary Issues

Unless otherwise specified in this policy, the City's policies related to disciplinary action shall be followed when imposing discipline for violation of this policy excepting for verified use of any controlled substance during job duties by safety-sensitive positions which may be terminated upon discovery of such use. Use of or testing positive for mind altering or substances which may cause impairment for extended periods for which the exact time frame of impairment is uncertain shall be grounds for immediate termination of employees in safety-sensitive positions.

The acceptance by an employee of the rehabilitation assistance plan and contract does not serve as a bar to imposing disciplinary action related to violations of this policy.

Any supervisor or manager who knowingly permits an employee to violate this policy or engage in work activity while consuming alcohol or a controlled substance or fails to enforce this policy shall be



subject to penalty which may include immediate termination.

This policy does not displace any other penalties that may be imposed or be incurred as a result of violation of City policy or state and federal laws, or as provided in the workers' compensation laws.

(n) Coordination with Other Laws and Policies

This policy shall be administered in compliance with other federal, state and local laws related to employee health and welfare policies, leave policies, benefit programs and other related policies of the City. In the case of apparent conflicts between this policy, other policies, and applicable laws, the policy administrator shall make the appropriate rulings to resolve the potential conflicts whenever possible.

In the event that any part of this policy is judicially determined to be in conflict with any law or to be in violation of any law or is rendered ineffective because of some state or federal legislative enactment, that part(s) shall be void, but the remainder of the policy shall remain in effect. Parts that are void or voided shall be replaced as soon as possible so as to maintain the full effect of this policy and/or to bring it into compliance with relevant laws.

(o) Amendments

This policy is subject to amendment by the City from time to time. Amendments that are made shall be provided to employees upon adoption and shall become effective as provided by the policy administrator.

(p) Drug Awareness Program.

Employees are made aware of the drug-free workplace policy and the dangers of drugs in the workplace through the display and distribution of informational material. For employees performing safety-sensitive functions, which include any duties related to the safe operation of City vehicles or equipment, the information includes the effects and consequences of drug use on personal health, safety, and the work environment, and the manifestations and behavioral cues that indicate drug use and abuse. Supervisors shall receive training on the physical, behavioral, and performance indicators of probable drug use.

The program also includes information about the availability of drug counseling and rehabilitation as provided by the Employee Assistance Program.

**Section 2.** This ordinance shall be effective immediately upon its passage and approval as provided by law.

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

Read the first time this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

ATTEST:

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

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



City of  
**Clinton**  
MISSOURI

## **FINANCE COMMITTEE OPEN MEETING AGENDA**

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

Tuesday, July 1, 2025 • 5:45 p.m.

Present:

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

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

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

### 1. Agreement with Henry County Collection for Tax Collection

Resolution No. 01-2025 - A Resolution of the City of Clinton approving an agreement by and between the City of Clinton, Missouri and the Henry County Collector for Tax Collection Services.

**RESOLUTION NO. 01-2025**

**A RESOLUTION OF THE CITY OF CLINTON APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI AND THE HENRY COUNTY COLLECTOR FOR TAX COLLECTION SERVICES.**

**WHEREAS**, the City of Clinton has the legal authority to assess and collect personal property and real estate taxes on citizens within the corporate city limits; and

**WHEREAS**, the City of Clinton desires to enter into a new agreement whereby the Henry County Collector will collect, for the City of Clinton, all real and personal property and special assessments for street improvements on behalf of the City of Clinton; and

**WHEREAS**, the Henry County Collector desires to enter into said agreement with the City of Clinton;

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

**Section 1:** The attached Independent Contractor Agreement with the Henry County Collector is hereby approved.

**Section 2:** This Independent Contractor Agreement will become effective immediately upon its passage and approval.

**Section 3:** The agreement approved by the City Council on May 15, 2018 is hereby rescinded in its entirety.

**Section 4:** The Mayor of Clinton 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

## **INDEPENDENT CONTRACTOR AGREEMENT COUNTY COLLECTOR**

**WHEREAS**, the City of Clinton, has the legal authority to assess and collect personal property and real estate taxes on the citizens of Clinton, Missouri, and;

**WHEREAS**, Rick Watson is currently employed as County Collector, within and for the County of Henry, State of Missouri, and is hereinafter referred to as County Collector, and;

**WHEREAS**, the City of Clinton, desires to enter into an agreement whereby the County Collector will collect for the City of Clinton, all taxes charged on behalf of the City of Clinton, and;

**WHEREAS**, the County Collector is desirous to enter into the said contract with the City of Clinton to collect said taxes and distribute those taxes to the City of Clinton pursuant to the terms and conditions hereinafter set forth, and;

**WHEREAS**, this Contract replaces and supersedes all prior written agreements regarding tax collection between the parties;

**NOW THEREFORE**, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, City of Clinton and County Collector hereby agree as follows:

### **Services:**

The City of Clinton hereby engages said County Collector as an independent contractor and County Collector hereby agrees to such engagement. This agreement shall begin on or about May 1, 2025. Either party may terminate this agreement by giving to the other, before April 1st each year, written notice; otherwise this agreement shall be automatically renewed for a period of one (1) year.

### **Compensation:**

The County Collector is to be compensated by receiving a percentage of the taxes he/she collects. Such percentage is to be allocated as follows:

1) As a fee for service

The County Collector is to receive one and one half percent (1 ½%) and the County one and one half percent (1 ½%) of the delinquent and/or current taxes. Additionally, pursuant to RSMo 70.220, the County Collector shall be allowed a commission of two percent (2%) on all back taxes and all delinquent taxes collected by him/her, which shall be taxed as costs against the persons or entities owing such taxes and collects as other taxes. This is an add on fee is not withheld from the tax levied by the City of Clinton.

2) Statutory amounts withheld from Collections

In addition to the contractual amounts listed above, there will be withheld from taxes collected the following amounts pursuant to state law, so long as the same are authorized by statute:

- a) Pursuant to Section 137.082.6 RSMo, one-fifth of one percent,
- b) Pursuant to Section 137.720.1 RSMo, one percent,
- c) Pursuant to Section 137.720.3 RSMo, one-half of one percent, until such time as the County Collector has collected \$75,000.00 from all Henry County collections for the current collection year.



3) Statutory amounts collected as penalties from the taxpayer and added to the tax bill

a) Penalties for delinquent payment under 52.290 RSMo.

**Distribution of Taxes:**

The County Collector hereby agrees to remit to the City of Clinton all taxes due and owing the city by the tenth (10th) day of each month together with all interest collected thereon, or as soon hereinafter as it is feasible. Should there be a lengthy delay; the County Collector hereby agrees to notify the City of Clinton in writing as to the reason for such delay. County Collector will provide a statement showing the taxes collected, all fees added to the taxpayer's tax bill hereunder, and all amounts charged against collections hereunder, amounts attributable to interest for late payments divided into the categories listed herein.

**Right of Inspection:**

The County Collector hereby agrees and acknowledges that the City of Clinton has a right to inspect the books and records maintained by the County Collector, and the City of Clinton agrees that in the event it decides to exercise its right of inspection, it will do so with reasonable notice at a mutually convenient time.

**Severability and Totality of Contract:**

All agreements and covenants herein contained are severable, and in the event any of them shall be held invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein. The parties of the contract hereby agree and acknowledge that this Contract contains the complete agreement concerning the independent contracting arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Henry County Collector

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

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

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