Notice of Public Hearing

A public hearing at which time and place citizens may be heard shall be held on August 19, 2025 at 5:45 p.m. at City Hall, 105 E. Ohio Street, Clinton, Missouri. The purpose will be to establish the Ad Valorem Property Tax Rates for the budget year commencing October 1, 2025 for General and Park and Recreation.

2025 ASSESSED VALUATION		REAL ESTATE	PERS	ONAL PROPERTY
2025 Assessed Valuation	\$	172,744,100	\$	46,090,950
Less Assessed Valuation of New Construction/Improvements	\$	2,800,920	\$	1,993,470
2025 ADJUSTED ASSESSED VALUATION	\$	169,943,180	\$	44,097,480
TOTAL 2025 ADJUSTED ASSESSED VALUATION		\$21	4,040,660	
2024 ASSESSED VALUATION		REAL ESTATE	PERS	ONAL PROPERTY
	\$	152,898,661	\$	44,097,480
TOTAL 2024 ASSESSED VALUATION		\$19	6,996,141	
			, ** **** * ****	
PROPERTY TAX RATES		GENERAL REVENUE	PARK	S & RECREATION
PROPERTY TAX RATES 2024 Tax Rates	\$		PARK \$	S & RECREATION 0.1290
	\$ \$	REVENUE		
2024 Tax Rates		REVENUE 0.4607	\$	0.1290
2024 Tax Rates		REVENUE 0.4607	\$	0.1290
2024 Tax Rates 2025 Maximum Tax Rates Permitted (PROPOSED)	\$	0.4607 0.4363	\$	0.1290 0.1222
2024 Tax Rates 2025 Maximum Tax Rates Permitted (PROPOSED) 2025 REVENUE PERMITTED FROM REASSESSMENT	\$	0.4607 0.4363 933,880	\$	0.1290 0.1222 261,495

NOTE: This Public Hearing Notice was posted on August 1, 2025 at the following locations: City Hall, Community Center, Henry County Courthouse.



AGENDA

Clinton City Council Regular Meeting
City Hall • 105 E. Ohio Street, Clinton, MO 64735
Tuesday, August 19, 2025 • 5:45 p.m.

- 1. Call to Order for Public Hearing
- 2. Public Hearing

Public hearing to establish the Ad Valorem Property Tax Rates for the budget year commencing October 1, 2026 for General and Parks and Recreation.

- 3. Call to Order for Regular Council Meeting
- 4. Roll Call
- 5. Pledge of Allegiance
- 6. Approval of Minutes:
 - a. Approval or correction of the minutes of the City Council Meetings of August 5, 2025.
- 7. Personal Appearances:
- 8. Reports:
 - a. Deputy Police Chief John Scott Law Enforcement Tax Update
- 9. Second Reading of Previously Read Bills: None.
- 10. Committee Reports:
 - a. Public Works Committee Report:
 - 1. Community Development
 - a. July Building Report: Information only.
 - b. Reviewed Dangerous Buildings List: Three properties are in the condemnation process. All properties have received some level of notice, to date.

2. Planning Commission

a. Request from James & Amanda Long, Matt & Jen Petry, and David & Carrie Harrod to vacate an alley or portion thereof known as an undeveloped portion of West Harris Street contained within the Titus Subdivision. Planning Commission recommends approval - 5 ayes, 0 nays, 4 absent: Recommend approval, 2-0.

Bill No. 2025-04 - An Ordinance vacating a portion of Harris Street in the City of Clinton, Missouri.

b. Request from James Long to replat part of lots 2 through 4 of Titus Subdivision and lots 84 through 86, a replat of lots 7 & 8 of Titus Subdivision. The subdivision of these lots shall be named "Long's Prairie". Planning Commission recommends approval - 5 ayes, 0 nays, 4 absent: Recommend approval, 2-0.

Bill No. 2025-05 - An Ordinance approving the Minor Plat of Long's Prairie, a portion of Titus Subdivision, in Clinton, Missouri.



3. Waste Water

- a. RAS/WAS Pumps: Parts no longer manufactured. Will need to do full replacement. Getting quotes.
- b. Rotors: Will attempt to repair shafts to work until Improvement Project is complete.
- c. Stoneridge RIG update
 - Formation of sewer district: Circuit Court is close to authorizing an election.
 - Garver monthly report: Information Only.

4. Parks & Recreation

- a. Pediatric Place request to install communication boards at Kids' World and Artesian Park: Recommend city allow installation of boards, 2-0.
- b. Artesian Park trees for removal: Will seek bids to remove 10 trees. UPDATE: Bids received. Staff recommends accepting the Komplete Tree Kare bid of \$13,000.
- c. Declare surplus property
 - Genie one-man lift: Recommend approval, 2-0.
 - Noble floor machine: Recommend approval, 2-0.
- d. Food service for soccer season: Request for services has been posted.
- e. Concession Stand: Gathering detailed pricing for building replacement for our adjuster.

5. Street

- a. IMS street analysis: TJ and Christy participated in the project kick-off meeting on 08/07. The City is gathering additional information for IMS. Project is scheduled to begin in September.
- b. E. Calvird Culvert: Should be completed this week and Calvird re-opened.
- c. Water Street Culver: Culvert is good, under grading and bank being repaired. Water Street will remain closed until completed.

b. Public Safety Committee Report:

1. Lexipol Service Agreement for Clinton Fire Department.

c. Finance Committee Report:

Affordable Housing Incentive Policy

Resolution No. 18-2025 - A Resolution of the City Council of Clinton, Missouri adopting a policy for the waiver of City Fees for Affordable Housing Projects.

- 2. MBL application to Missouri Housing Development Commission (MHDC) requesting funding for Clov Estates Phase III Development.
 - a. Request for resolution of support for project.

Resolution No. 19-2025 - A Resolution of the City Council of Clinton, Missouri supporting an application by D. Kim Lingle and MBL Development for Missouri Housing Development Commission Funding for Cloy Estates Phase III Development.



- b. Request for waiver of City fees to enhance Missouri Housing Development Commission scoring of application:
 - Resolution No. 20-2025 A Resolution of the City Council of Clinton, Missouri authorizing the Waiver of City Fees for Cloy Estates III Development, an Affordable Housing Project.
- 3. Airport terminal: Consider installing aluminum framed window-wall with entry door and lock, \$8,125.00
- 4. Monthly Financials: June
- 11. Mayor's Report
- 12. City Administrator's Report
- 13. Unfinished Business:
 - a. Alliance Water Resources Agreement
 - Resolution No. 21-2025 A Resolution of the City Council of Clinton, Missouri authorizing the renewal of a Professional Operating Services and Management Agreement between the City of Clinton (CITY) and Alliance Water Resources, Inc. (ALLIANCE).
- 14. New Business: None.
- 15. Adjournment

Additional items provided in the Council Packet:

Ad Valorem Property Tax Rates

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, August 5, 2025 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, August 5, 2025. Mayor Carla Moberly presided.

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

2. Roll Call

Council Persons:

Present: Brenda Elliott, Gene Henry, Rob Hills, Roger House, Cameron Jackson, Austin Jones, Gary Mount Absent: Greg Shannon

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 Jones made a motion to approve the minutes of the Open City Council Meetings of July 15 and July 25, 2025. Council Person Rob Hills duly seconded the motion. Council Person Henry stated that the July 25th minutes showed him as being in attendance, when he was not. Council Person Austin Jones made a motion to correct the July 25, 2025 minutes to indicate that Council Person Henry was absent. Council Person Cameron Jackson duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed. Council Person Jackson made a motion to approve the minutes, as corrected. Council Person House duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
- 5. Personal Appearances: None.
- 6. Reports: None.
- 7. Second Reading of Previously Read Bills: None.
- 8. Committee Reports:
 - a. Public Works Committee Report: Council Person House gave the following committee report:
 - 1. ATS Audit Report: In-person audit completed. Preparing responses to the minor findings. For information only.
 - 2. Community Development
 - a. Condemnation update: 411 E. Oak has been demolished. Proceeding with 2 more properties, will start another one. For information only.
 - 3. Waste Water
 - a. June Operations Report: Information Only.
 - b. WWTP Upgrade: Equipment to be delivered in September. Contractor will start soon after. For information only.



c. WAS/RAS Pumps: Still waiting on quotes for impeller housing for Pump #1. Pump #2 is leaking oil, and not functioning. Two pumps are functioning. For information only.

d. Headworks

- 1. 50% design review: Jon and Christy participated in a Garver presentation. For information only.
- 2. Task Order No. 1 Amendment No. 1: Recommend approval, 2-0.

Resolution No. 15-2025 - A Resolution of the City Council of Clinton, Missouri approving Task Order No. 1 - Amendment No. 1 between the City of Clinton and Garver, LLC.

Council Person House made a motion to approve Resolution No. 15-2025. Council Person Hills duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

e. East Sludge Holding Basin

1. HDR Amendment 10 to Agreement for Engineering Services: Recommend approval 2-0.

Resolution No. 16-2025 - A Resolution of the City Council of Clinton, Missouri approving Amendment 10 to an Agreement between the City of Clinton and HDR Engineering, Inc. for Engineering Consulting Services for Wastewater Projects.

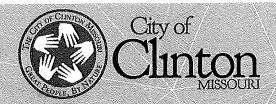
Council Person House made a motion to approve Resolution No. 16-2025. Council Person Hills duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

2. Amendment No. 4 to Task Order No. 13: Recommend approval 2-0.

Resolution No. 17-2025 - Resolution of the City Council of Clinton, Missouri approving Amendment No. 4 to Task Order No. 13 between the City of Clinton and HDR Engineering, Inc.

Council Person House made a motion to approve Resolution No. 17-2025. Council Person Hills duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

- f. Alliance Water Resources contract renewal: Recommend approval of 10-yr agreement with \$30,000 chemical limit, 2-0. Council Person House made a motion to authorize staff to prepare a resolution for approval of the 10-year agreement, to be presented at next meeting. Council Person Hills duly seconded the motion. Council Person Mount requested a roll call vote: 6 Ayes Elliott, Henry, Hills, House, Jackson, Jones; 1 Nay Mount; 1 Absent Shannon. Mayor Carla Moberly declared the motion passed.
- g. Rotors: Operating 1 aerator at a time. Two shafts need to be replaced. Getting quotes. UPDATE: Jon Patriarca, with Alliance Water Resources, stated that they were able to use a shaft from another non-working aerator, so only one new shaft will be needed. They might possibly be able to use one of the bearings that was initially anticipated would need to be replaced. For information only.



4. Street Department

- a. Review Priority Listings for Road Repair/Replacement: Recommend Council determine minimum level of cash reserves for Funds 24 and 25. To be discussed at August 6, 2025 budget meeting. For information only.
- b. IMS project schedule: Reviewed Schedule. For information only.
- c. MO Dept. of Conservation Tree Grant: Christy and TJ met with MDC representative. Determined grant application will focus on Englewood Cemetery, with a future grant application for an updated tree inventory for public ROW. For information only.
- b. Public Safety Committee Report: Council Person Jones gave the following committee report:
 - 1. Request from Chase Crawford, Crawford Auction Service: Information only.
 - 2. Resignation letter from Firefighter AJ Parker. Council Person Jones made a motion to accept the resignation of Firefighter AJ Parker. Council Person Mount duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
 - 3. Clinton Rural Fire Meeting: Clinton Rural Fire Protection recently purchased software that will allow CRFP to manage the member roster, renewals and accept online membership payments. For information only.
 - 4. The three new Dodge Durango's for the Police Dept. have arrived. Equipment for the vehicles has been ordered. For information only.

c. Finance Committee Report:

- Cloy Estates Phase III: Kim and Ryan Lingle, representing MBL Development Co., presented information about their application for Missouri Housing Development Corporation tax credits for Cloy Estates Phase III. The MHDC application now has a rating component related to the waiver of City fees for MHDC funded projects. Staff had prepared a draft of a policy to allow for the waiver of City fees for affordable housing projects, for discussion. Staff will present a resolution for the policy at the next meeting. For information only.
- 9. Mayor's Report: None
- 10. City Administrator's Report:
 - a. On August 6th at 9 a.m. two Firefighters and three Police officers will be recognized by Golden Valley Memorial Healthcare for their roles in saving the life of an infant.
- 11. Unfinished Business: None.
- 12. New Business: None.
- 13. **Adjournment:** With no further business, Council Person Jackson made a motion to adjourn. Council Person Mount duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. At 6:41 pm, Mayor Carla Moberly declared the motion passed and adjourned the meeting.

City Clerk Wendee Seaton	Mayor Carla Moberly



OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street Tuesday, August 12, 2025 • 7:00 a.m.

COMMIT	TEE MEMBERS	5: 🗏	Roger Ho	ouse		Cameron Jacks	son		Rob Hills
STAFF:	■Christy Mag	gi l	illiW LT 🔳	ams	艦	Brad Combs	2	Chuck	Bailey
	■ John McCle	endon	I						
CONTRA	CT STAFF:	Jon P	atriarca (AWR)		Steve McKim	(A)	WR)	
GUESTS:	■ Dustin Sterli	ng (A\	WR)	Mayo	r C	arla Moberly			

1. Community Development

- a. July Building Report: Information only.
- b. Reviewed Dangerous Buildings List: Three properties are in the condemnation process. All properties have received some level of notice, to date.

2. Planning Commission

a. Request from James & Amanda Long, Matt & Jen Petry, and David & Carrie Harrod to vacate an alley or portion thereof known as an undeveloped portion of West Harris Street contained within the Titus Subdivision. Planning Commission recommends approval - 5 ayes, 0 nays, 4 absent: Recommend approval, 2-0.

Bill No. 2025-04 - An Ordinance vacating a portion of Harris Street in the City of Clinton, Missouri.

Request from James Long to replat part of lots 2 through 4 of Titus Subdivision and lots 84 through 86, a replat of lots 7 & 8 of Titus Subdivision. The subdivision of these lots shall be named "Long's Prairie".
 Planning Commission recommends approval - 5 ayes, 0 nays, 4 absent: Recommend approval, 2-0.

Bill No. 2025-05 - An Ordinance approving the Minor Plat of Long's Prairie, a portion of Titus Subdivision, in Clinton, Missouri.

3. Waste Water

- a. RAS/WAS Pumps: Parts are no longer manufactured. Will need to do full replacement. Getting quotes.
- b. Rotors: Will repair shafts, to attempt to make them work until Improvement Project is complete.
- c. Stoneridge RIG update
 - Formation of sewer district: Circuit Court is close to authorizing an election.
 - Garver monthly report: Information Only.

4. Parks & Recreation

- a. Pediatric Place request to install communication boards at Kids' World and Artesian Park: Recommend city allow installation of boards, 2-0.
- b. Artesian Park trees for removal: Will seek bids to remove 10 trees. <u>UPDATE</u>: Bids received. Staff recommends accepting the Komplete Tree Kare bid of \$13,000.



- Declare surplus property
 - Genie one-man lift: Recommend approval, 2-0.
 - Noble floor machine: Recommend approval, 2-0.
- d. Food service for soccer season: Request for services has been posted.
- e. Concession Stand: Gathering detailed pricing for building replacement for our adjuster.

5. Street

- a. IMS street analysis: TJ and Christy participated in the project kick-off meeting on 08/07. The City is gathering additional information for IMS. Project is scheduled to begin in September.
- b. E. Calvird Culvert: Should be completed this week and Calvird re-opened.
- c. Water Street Culver: Culvert is good, undergrading and bank being repaired. Water Street will remain closed until completed.

City of City of Clinton

MONTHLY BUILDING REPORT

REPORTING PERIOD:

MISSOURI _	7/1/2025	thru	7/31/2025
	revious Month Total	l Dollar Value YTD:	\$8,569,033.00
PERMIT TYPE	NUMBER OF PERMITS	# PERMITS YTD	MONTHLY DOLLAR VALUE
SINGLE FAMILY HOMES	0	4	\$0.00
MULTIPLE FAMILY HOMES (NUMBER OF UNITS WITHIN MFU) 2	11	1	\$125,000.00
GARAGES & CARPORTS (ATTACHED)	0	0	\$0.00
GARAGES & CARPORTS (DETACHED)	0	3	\$0.00
ACCESSORY AND MISCELLANEOUS	4	44	\$28,976.00
COMMERCIAL BUILDINGS	1	4	\$4,183,000.00
COMMERCIAL REMODELING	1	3	\$200,000.00
DEMOLITIONS	0	2	\$0.00
SIGNS	1	4	\$4,200.00
OTHER	3	23	\$127,000.00
TOTALS FOR MONTH=	11		\$4,668,176.00
TOTAL PERMITS YTD=		88	
TOTAL DOLLAR VALUE YTD=			\$13,237,209.00
TOTAL PERMIT FEES FOR MONTH=	\$2,205.00		
TOTAL PERMIT FEES YTD=	\$21,554.00		
PLUMBERS LICENSES ISSUED	0		
REMARKS:			

NACHTHAN BLUE	DING	DEPARTMENT REPORT LOG
WALLEY ALBE	DIME	DEPARTMENT REPURS LUG

MONTH JULY YEAR 2025

DATE	PERMIT#	OWNER/ADDRESS	CONTRACTOR	VALUE	PERMIT FEE	CODE	ABBR	CONSTRUCTION TYPE	COMP DATE
7/7/2025	PB2025-0085	GVMH 1600 N SECOND ST	SELF	\$200,000.00	\$0.00	23	CR	EMERGENCY DEPT REMODEL	
7/7/2025	PB2025-0086	REBECCA GREGORY	SELF	\$3,600.00	\$25.00	17	AM	DECK	
7/7/2025	PB2025-0087	805 E LINCOLN ST ED & DIANE HANNAH	TONY SMITH	\$127,000.00	\$349.00	13	отн	MULTIFAMILY ALTERATION	
7/10/2025	PB2025-0088	310 E OHIO ST MIDWEST WELDING & CONST	SELF	\$125,000.00	\$299.00	13	MFH	DUPLEX	
7/10/2025	PB2025-0089	214 W JEFFERSON ST MIDWEST WELDING & CONST	SELF	\$0,00	\$575.00	17	отн	SEWER TAP	
7/15/2025	PB2025-0090	214 W JEFFERSON ST SHARE & CARE	KLASSEN	\$0.00	\$825.00	29	отн	SEWER TAP	
7/16/2025	PB2025-0091	820 N PRICE LN GILBERT HAMLING	CORNERSTONE	\$1,270.00	\$25.00	17	AM	FENCE	
		516 E GRANDRIVER ST ALLEN CARTER	FENCE & GATE SELF	\$14,356.00	\$37.00	17	AM	STORAGE SHED	
7/25/2025	PB2025-0092	206 W FAIRVIEW ST CRAIG DIEDERICH					 	DECK & FENCE	
7/30/2025	РВ2025-0093	502 S SECOND ST	SELF	\$9,750.00	\$25.00	17	AM		
7/31/2025	PB2025-0094	MIDWEST TATTOO 1741 E OHIO ST	IMPACT SIGNS	\$4,200.00	\$45.00	29	SGN	SiGN	
7/31/2025	PB2025-0095	CLINTON SCHOOL DISTRICT 1106 S SECOND ST	INCITE DESIGN STUDIO	\$4,183,000.00	\$0.00	18	СВ	BASEBALL/SOFTBALL COMPLEX	
									
		•							
									<u>.</u>
					<u> </u>				
:						<u> </u>	1		
						-			
F		•		1			<u> </u>	L	1

PERMIT ABBREVIATIONS: SINGLE FAMILY HOME (SFH) - MULTIPLE FAMILY HOMES (MFH) - GARAGE/CARPORT ATT (GCA) - CARAGE/CARPORT DET (GCD)

ACCESSORY/MISC (AM) - COMMERCIAL BUILDING (CB) - COMMERCIAL REMODELING (CR) - DEMOLITION (DEM) - SIGNS (SGN) - OTHER (OTH)

APPLICATION FOR VACATING AN ALLEY OR PORTION OF AN ALLEY

APPLICATION IS HEREBY MADE:
FOR VACATING THE ENTIRE ALLEY FOR VACATING A PORTION OF THE ALLEY.
This request is for vacating an alley or portion of an alley located: The Unpaved
portion of Horris Street between Westview and
This request is for vacating an alley or portion of an alley located: The Unpaved Portion of Harris Street between Westview and Booth Rd.
map and legal description of portion to be vacated must be attached.
Reason for application: Unused Street to remain undeveloped
Dute: 7/10/2025
Applicants signature:
Carried Carrol

e************************************
Fee of \$100.00 paid 7/10/25 20_ Received by Director of Community Development 7/10 20.25 Planning Commission Public Hearing Held 20_ Commission Recommendation: Approval Denial City Council Action Approval Denial Bill No. 1st reading 20 2nd reading 20_
Bill No1st reading202nd reading20
Date 20 City Clerk
Oudingues No.

PETITION

Come now the undersigned, owners of all property adjacent to the right-of-way described as follows:

1. A STRIP OF LAND BEING A PORTION OF THE UNDEVELOPED HARRIS STREET, AS SHOWN ON TITUS SUBDIVISION, AN ADDITION 10 CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK E AT PAGE 134 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH CORNER OF LOT 4 OF SAID TITUS SUBDIVISION; THENCE \$45°16'00"E ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HARRIS STREET, A DISTANCE OF 50.00 FEET TO THE WEST CORNER OF LOT 83, SUBDIVIDED LOTS 7 AND 8 OF TITUS SUBDIVISION, AN ADDITION TO CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK F AT PAGE 9; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, \$44°44'00"W ALONG THE SOUTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 83, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF SAID HARRIS STREET; THENCE N45°16'00"W ALONG SAID CENTERLINE, A DISTANCE OF 84.00 FEET; THENCE LEAVING SAID CENTERLINE, N44°44'00"E, A DISTANCE OF 25.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HARRIS STREET; THENCE \$45°16'00"E, A DISTANCE 34.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRE OR 2,100 SQUARE FEET OF LAND, MORE OR LESS.

2. "TRACT V-A" - ALL THAT PART OF THE NORTHERLY HALF OF THE UNDEVELOPED PORTION OF PLATTED HARRIS STREET THAT LIES SOUTH AND ADJACENT TO LOTS 81, 92 AND 83 OF SUBDIVIDED LOTS 7 AND 8 OF TITUS SUBDIVISION, AN ADDITION TO THE CITY OF CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK F AT PAGE 9.

CITY OF CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK F AT PAGE 9.

3. "TRACT V-B" - ALL THAT PART OF THE SOUTHERLY HALF OF THE UNDEVELOPED PORTION OF PLATTED HARRIS STREET THAT LIES NORTH AND ADJACENT TO LOTS 74, 75, 76 AND 77 OF SUBDIVIDED LOTS 7 AND 8 OF TITUS SUBDIVISION, AN ADDITION TO THE CITY OF CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK F AT PAGE 9; AND ALL THAT PART OF THE SOUTHERLY HALF OF THE UNDEVELOPED PORTION OF PLATTED HARRIS STREET THAT LIES NORTH AND ADJACENT TO THE SOUTHEASTERLY 24 FEET OF LOT 5 OF TITUS SUBDIVISION, AN ADDITION TO THE CITY OF CLINTON, HENRY COUNTY, MISSOURI

AS RECORDED IN PLAT BOOK E AT PAGE 134.

Said right-of-way serves no useful purpose to the citizens of Clinton and is not currently being maintained by the City of Clinton. We believe this portion of right-of-way should be vacated and granted to the adjacent property owner(s).

NAME	ADDRESS & PHONE (REQUIRED)
JAMES& Amanda Long	1019 Hayris 8167187762
Math & Jen Petry	1020 Harris 660 490- 7485
David & Carrie Harrod	701 Westview 620 890 48



APPLICATION FOR PLATTING OR REPLAT OF SUBDIVISION AND/OR LOTS

MISSOURI	DATE:	7/8/2025
NAME OF APPLICANT: James Long		
ADDRESS: 1019 W Harris Street		
CITY: Clinton	STATE: MO	ZIP: <u>64735</u>
PHONE NUMBER(S): 816-718-7762		
EMAIL ADDRESS: jlongtrumanlake@gmail.com	<u> </u>	
NAME OF LANDOWNER AS OF DATE OF APPLICATION:	James and Amanda Long]
NOTE: IF YOU ARE APPLYING ON BEHALF OF THE OWNER, YO ABOVE APPLICANT TO NEGOTIATE ANY AND ALL REQUIREMEN	U MUST ATTACH A LETTER SIGNED E NTS AS MAY BE REQUIRED BY THE PL	BY THE OWNER AUTHORIZING THE `. ANNING & ZONING COMMISSION.
AS APPLICANT FOR THE REQUESTED PLATTING, MY INT	TEREST IN THE PROPERTY LISTE	D BELOW IS:
Owner		
NAME OF PROPOSED OR EXISTING SUBDIVISION: Lor	ng's Prairie, a portion of T	itus Subdivision.
GENERAL LOCATION OF PROPERTY: Harris Street a	at vacated Titus Place	V
GENERAL LOCATION OF PROPERTY:		
STREET ADDRESS (IF ISSUED): 1019 W HARRIS	ST	
EXPLAIN REASON FOR PLATTING: Plan to construct	a house across existing lo	ot lines and easements.
Need to remove these easements prior to	construction.	
 ATTACH COPY OF CURRENT LEGAL DESCRI MUST SUBMIT FOUR (4) 24"x36" PAPER PROPERTY 	PTION RINTS AND ONE (1) DIGITAL	
PLAT/REPLAT FEE: \$25, PLUS \$2/LOT UP TO 50		ITIONAL LOTS OVER 50
ORDINANCE FEE: \$23 FOR 1ST PAGE, \$3/ADDITI (FOR RECORDING ORDINANCE WITH	THE RECORDER OF DEEDS):	
SIGNATURE OF APPLICANT:	for g	
	FICE USE ONLY	
PLAT/REPLAT FEE: \$ 2700 ORDINA	ANCE FEE: \$	# OF PAGES:
	OB	
# OF DIGITAL PRINTS SUBMITTED:	# OF PAPER PRINTS SUB	MITTED: 2

RECOVERED IT INON PIPE OVER 1/2" IRON PIPE," NORTHNEST CORNER, LOT 2

1

SOUTHWEST CONVER LOT 2

6

B. SHE CURRENTLY ZONGO: R-1 SINGLE-FAMELY RESIDENTIAL DISTRICT,
THE ZONING SETBACK LINES, ARE AS FOLIONS:
A. FRONT YARD: 25 FEET,
B. COMORT LOTS: 15 FEET,
C. SOE YARD: 15 FEET COMBINED.
D. REAR YARD: 30 FEET.

10. ABBREMATIONS: U/E - UTILITY EASEMENT U/E = UTILITY EASEMEN
D/E = DRAINAGE EASEM
B/L = BUILDING LINE
S.F. = SOUARE FEET
AC. = ACRES
R/W = RIGHT-CF-WAY
RAD. = BADIUS ERAINAGE EASENEN



MINOR PLAT ONG'S PRAIRIE

CLINTON, HENRY COUNTY, MISSOURI

BEING A REPLAT OF PART OF LOTS 2, 3 AND 4, TITUS SUBDIVSION, AS RECORDED IN PLAT BOOK E AT PAGE 134 AND A REPLAT OF LOTS 84, 85 AND 86, SUBDIVIDED LOTS 7 AND 8 OF TITUS SUBDIVISION, AS RECORDED IN PLAT BOOK F AT PAGE 9 LOCATED IN PART OF LOT 1 OF THE NW 1/4 OF SECTION 03, TOWNSHIP 41 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CLINTON, HENRY COUNTY, MISSOURI

OWNER / DEVELOPER: JAMES AND AMANDA LONG 1019 W HARRIS STREET CLINTON, MISSOURI 64735

FORCE CORNER IS 1.5" HEST & 2.0" HORTH-RECOVERED 1/2" STON BAR IN CONCRETE, N89-44-00"E 495.48 136,46 359.02 RECOVERED 1/2" IRON PAPE; -RECOVERED 1/2" MOVE BAR 33' DINNINGE ENSENDIE PLAT BOOK E AT PACE 13 PLAT BOOK E AT PACE 13 BOOK E AT PACE 134 (85) (10) (86) LOTS 7 AND 8 SUBDIVISION SUBDIVISION 9 (2)0.87± AC. 37,819± S.F 1-2 3 PUPCE ACCOVERED 1/2" POR (11) (4) NO BRABIAGE EASCHEND PLAT BOOK E AT PAGE 13 PLAT BOOK F AT PAGE 9 HARRIS SUBDIVISION PLAT BOOK E AT PAGE 112 N TITUS SUBDIVISION PLAT BOOK E AT PAGE 134 (84) 5 _detallaritation (83) CERTEATH NOT EST

1. BEARINGS BASED ON THE FINAL PLAT OF "SUBDIVIDED LOTS 7 AND 8 OF TITUS SUBDIVISION" BY NO PLS 1451,

DATED 06/04/1979, RECORDED IN PLAT BOOK F AT PAGE 9. (12) DEED DESCRIPTIONS PROVIDED BY CLIENT; ALSO RECORDED IN MENRY COUNTY DEED TOOK 710 AT PAGE 2242, BOOK 2024 AT PAGE 3434 AND BOOK 2025 AT PAGE 2046. 82 APPARENT OWIERSHPS ARE BASED ON INFORMATION PROVIDED BY THE CLIENT AND THE OTHER INFORMATIO COTAINED FROM HOMY COUNTY RECORDS. THIS SURVEY DOES NOT REPRESENT AN OPIRION AS TO TITLE. NO WARRANTY TO DIMERSHIP IS MPRICE BY THIS FLAT. 77 4. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCLUMBRANC RESTIGENCE COMMANTS OR ANY OTHER FACES THAT AN ACCURACE NO CURRENT TIME SEARCH WAS DESCOST. EXCEPT AS SHOWN ON THE SURVEY, THE CURRENT HAS NOT DELIVERED/FURNISHED ANY ADDITIONAL EASEMENTS. NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS OR THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTINUERS OR FAMILIES MINON MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACE. NO ABOVE GROWNO OR BELOW GROUND UNITIES ARE SHOWN EXCEPT AS NOTED. 81 (13) ALL CITY ORDINANCES AND CITY CODES SHALL BE COMPLIED WITH IN THE DEVELOPMENT OF THIS PROJECT. ALL
DEVELOPER'S RESTRICTIONS AND REGULATIONS SHALL BE COMPLIED WITH IN THE DEVELOPMENT OF THIS PROJECT. (76) # 1/2, LOT 1: NT 1/4. SECTION 03, TAIN, R26W, 5TH P.M. 9. BY CRAPHIC PLOTTING CRX, THESE PROPERTIES ARE IN WIGHINGED ZUE X OF THE FLOOD INCIRANCE RATE MAP, COMMUNITY IN 2,700153, MAP IMMERIES TROUGHOUST WHON GENERA AN EFFECTION CARE OF AMERICAN FOR 2,7011 AND 15. UNIT IN A 57EUT, ADOD MANIFAR APEC, AMERICAN FOR THE FERM MERSITE FOR SUFFICIENCEMEND ON THE SUFFICIENCE WAS FOR THE SUBJECTION WHOSE PROPERTIES AND THE SUBJECTION WHOSE PROPERTIES AND THE RESIDENCE WAS THE SUBJECT OF A SUBJECT OF THE SUBJECT OF T 75 HARRIS ST 14

LEGEND,

HARRIS STREET VACATION.

MAHAIS STREET VACATION,

I, UPON ACCEPTANCE OF HAS MINOR PLAI. THE REMAINING
UNDEVELOPED PORTION OF HARMS STREET SHALL BE VACATED. THE
DESCRIPTIONS FOR "THACH "+-" AND "THACH V--" AND DESCRIPTIONS FOR "THACH V--" AND THACH V--" AND DESCRIPTION FOR "THACH V--" AND THACH V--" AND DESCRIPTION OF THACE WAS ADMICTLY FOR THACE OF T

"RACT Y-A" — ALL THAT PART OF THE NORTHERLY HALF OF THE UNDEVLOPED PORTION OF PLATTED MARKS STREET HALF USS SOUTH AND ADMENT TO LOTS 81, 22 AND 33 OF SUBMODED LOTS 7 AND 8 OF THIS SUBMODISON, AN ADDITION TO THE CITY OF CLINTON, HORRY COUNTY, MISSION AS RECORDED IN PLAT BOOK 7 AT PACE 9.

2. THACL V-F" - ALL THAI PAIR OF the SOUTHERT PAIR OF THE UNDOCKED PORTION OF PLATTED HARDS STREET THAI LESS AND AN ADMINIST 10.057 + 7.7, 72 AM ADMINIST 10.057 + 7.7, 72 AM ADMINIST 10.057 + 10.75 AM ADMINISTRATION OF THE UNDOCKED OF THE SOUTHWAY ADMINISTRATION OF PLATTED HARDS STREET THAT LESS AND HAD ADMINISTRATION OF PLATTED HARDS STREET THAT LESS AND HAD ADMINISTRATION OF PLATTED HARDS STREET THAT LESS AND HAD ADMINISTRATION OF PLATTED HARDS STREET THAT LESS AND HAD ADMINISTRATION OF PLATTED HARDS STREET THAT LESS AND HAD ADMINISTRATION OF PLATTED HARDS STREET THAT LESS AND HAD ADMINISTRATION OF PLATTED HARDS STREET THAT LESS AND HAD ADMINISTRATION OF PLATTED HARDS STREET THAT LESS AND HAD ADMINISTRATION OF PLATTED HARDS AND HAD ADMINISTRATION OF PLATTED HARDS AND HAD ADMINISTRATION OF PLATTED HAD ADMINISTRATION OF THE PLATTED HARDS AND HAD ADMINISTRATION OF THE PLATTED HARDS AND HAD ADMINISTRATION OF PLATTED HAD ADMINISTRATION OF PLATT

RECORD DESCRIPTIONS: BOOK 710 AT PAGE 2242:

LIGHT THE CALL ACCURATE AND FOUR (4) IN TITUS SUBDIVISION AND LOTS DIGHT-FOUR (84), DIGHT-FIVE (85) AND BIGHT-FIVE (85) OF SUBDIVIDED LIGHT SEVEN (7) AND DIGHT (8) OF THUS SUBDIVISION, CLINICAL, HUNRY COUNTY, MISSOURI, SUBCECT TO EASENITE, RESTRICTIONS, AND RESERVANCES OF RECORD, IF ANY,

AS SHOWN IN WARRANTY DEED RECORDED IN HENRY COUNTY DEED BOOK 710 AT PAGE 2242.

BOOK 710 AT PAGE 2242

BOOK 710 AT PAGE 2242.

A SIPP OF NAME FOR THE INSTITUTION TO THAT AS SHOWN OF BUT SUBDIVISOR, AN ADDRAW TO CUNTON, ASTROY CAME FOR THE INSTITUTION AS STORED IN PAUL SOCIETY AND THE SUBDIVISOR AS RECORDED IN PAUL SOCIETY AS STORED AS THE SUBDIVISOR AS STORED AS THE SUBDIVISOR AS THE SUBDIVISOR AS STORED AS ST

AS SHOIM! IN CUNTON ORDINANCE NO. 4173 RECORDED IN HENRY COUNTY DEED DOOK 2024 AT PAGE 3434 AND BOOK 2025 AT PAGE 2048.

PROPOSED PORTION OF HARRIS STREET VACATION.

PROPOSED PORTION OF HARRIS STREET VACATION.

A SIMP of LANGE PARTIES OF ILE UNDERGEDTO MARKS STREET, AS SHOWN OF DIES SEGMISSON, AND
ASSIMPCT LANGE PARTIES OF THE UNDERGEDTO MARKS STREET, AS SHOWN OF DIES SEGMISSON, AND
ASSIMPCT SENSON COUNTY, MESSION AS RECORDS IN PART STREET, AT PINE IN A DIES HARRIS

MARKS STREET, AND THE UNDERGEDT PROPERTY AND OF SOME PARTS STREET, AS ADDITION TO DIES HARRIS STREET, AS ADDITION TO DIES CONNECT OF LOT AT LANGE AND A DIES STREET, AND ADDITION LOSS OF LOT ON THE ADDITION AND ADDITION AND ADDITION ADDITION AND ADDITION ADDITION AND ADDITION ADDITION ADDITION AND ADDITION ADDITIONAL ADDITION ADDITIONAL ADD

SURVEY REFERENCES:
1. PINAL PLAT OF "HARRS SUBDINISION" BY NO PLS 1451, DATED CB/23/1972, RECORDED IN PLAT BOOK E AT PACE 112.

2. FINAL PLAT OF "TITUS SUBDIVISION" BY HO PLS 1451, DATED 06/04/1976, RECORDED IN PLAT BOOK E AT PAGE 134.

FINAL FLAT OF "SUBDINDED LOTS 7 AND 8 OF TITUS SUBDINSION" BY NO FLS 1451, DATED 05/04/1979, RECORDED IN PLAT BOOK F AT PAGE 9.

4. FRAL PLAT OF "LARGENT SUBDIMSION" BY MO PLS 2001001915, DATED DB/01/2017, RECORDED IN PLAT BOOK & AT PACE 53.

THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SUBDIV IN THE MANNER SHOWN ON THIS PLAT; WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "LONG'S

IT SHALL BE SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESCRIATED BY THE NUMBER TIMECH APPEARS ON SAID LOT CALORICO BY THE NUMBER TO SAID LOT CALORICO BY THE NUMBER TO THE CITY OF CURTON, INSSOURL

AN EASONAL OF LICENSE IS INSERT CHANTED TO THE CITY OF CURTON, MISSISSIF TO LOCATE, CONSTRUCT AND MAINTAIN OF TO ANTIDOXIC THE (CACADIC, CONSTRUCTION AND MAINTAINACE OF COMPUTE, CACA, RAIGE AND SELECE OF ALL, OF AN OF THE LICENSE OR DOWNER THE SERVICE OF BE LICENS OF COMPUTE CHANTEL OF AN OF THE LICENSE OF THE ANTI-ONLY CHANTEL OF THE LICENSE OF THE ANTI-ONLY CHANTEL OF THE LICENSE OF THE ANTI-ONLY CHANTEL OF THE ANTI-ONLY CHANTEL OF THE ANTI-ONLY CHANTEL OF THE CONTROL OF THE PROPERTY OF

THE STREETS/ROADS SHOWN ON THIS PLAT NOT ALREADY DEDICATED TO THE PUBLIC ARE HEREBY SO DEDICATED.

THE USE OF ALL LOTS ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN HENRY COUNTY, MISSOURI AND TO ALL RESTRICTIONS IMPOSED BY ORGANICE BY THE CITY OF CHINTON, MISSOURI.

COUNTY, TOININGER AND CITY TAXES PERTAINING TO THIS REAL ESTATE UP TO AND THROUGH THE YEAR 2023 HAVE BEEN PAID.

IN TESTINONY WHEREOF	THE UNDERSIGNED PROPRIETORS HAVE	HEREUNTO SET	THEIR HANDS	nus	DAY
CF	2025.				

JANES LONG AMANDA LONG

ACKNOWLEDGMENT: STATE OF MISSOURI)

2025, BEFORE WE PERSONALLY APPEARED WINDS LUTING APILL PARANDA LONG HUSBARD AND WIFE TO WE PRODUCT RESERVANCE OF AND WORLD THE PRODUCT AND MORE TO AND THE PRODUCT AND THE SAVE AS THEM FREE ACT AND GEEN. JAMES LONG AHD AMANDA LONG

IN NITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFTIXED BY NOTARIAL SEAL, NOTARY PUBLIC IN AND FOR THE COUNTY OF ________STATE OF MISSOURI.

MY COMMISSION EXPIRES.

APPROVAL

APPROVED BY ACTION OF THE PLANKING COUNISSION OF THE CITY OF CUNTON, MISSOURI ON THIS_

CHARMAN - PLATITING COMMISSION

2025 BY ACTION OF THE CITY COUNCIL OF THE CITY OF CLINTON,

ORDINANCE NO CITY CLERK

GRAPHIC SCALE

-			
NO.	DATE	DESCRIPTION	8

CHI INFOATION:

I MEREY CERTY THAT THIS SUPPLY AND PLAT WAS PREPARED BY ME OR UNIOR MY DRECT SUPPLY THAT THIS SUPPLY AND PLAT WAS PREPARED BY ME OR UNIOR THE LAKE OF THE STATE OF MISSION, THIS SUPPLY HAS ERRY DECORATION AND COMPANIES OF PROPERTY SUPPLY S



LONG'S PRAIRIE

DEVELOPER: JAMES AND AMANDA LONG PART OF SECTION 01, T41N, R26W, 5TH P.M. CLINTON, HENRY COUNTY, MISSOURI

Whitehead Consultants, Inc.
Engineers, Surveyors

114 NORTH MAIN STREET
P.O. BOX 461
CLINTON, MISSOURI 64735
Phone: (850) 055–0311
Pay: (860) 065–0311
Pay: (860) 430–4473
Pay: (860) 430–6474

W_C DATE DRAWN BY CHECKED BY JOB NO. SCALE SHEET NO. 07/07/25 JEII MLT 25-283 1"=40" I OF I



ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF HARRIS STREET IN THE CITY OF CLINTON, MISSOURI.

WHEREAS, James and Amanda Long, Matt and Jen Petry, and David and Carrie Harrod filed an application to vacate the unimproved portion of Harris Street between Westview and Booth Road; and

WHEREAS, the Clinton Planning Commission conducted a public hearing on August 4, 2025, in consideration of the application; and

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

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

- 1. A portion Harris Street, legally described as follows, is hereby vacated:
 - A STRIP OF LAND BEING A PORTION OF THE UNDEVELOPED HARRIS STREET, AS SHOWN ON TITUS SUBDIVISION, AN ADDITION TO CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK E AT PAGE 134 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH CORNER OF LOT 4 OF SAID TITUS SUBDIVISION; THENCE \$45°16'00"E ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HARRIS STREET, A DISTANCE OF 50.00 FEET TO THE WEST CORNER OF LOT 83, SUBDIVIDED LOTS 7 AND 8 OF TITUS SUBDIVISION, AN ADDITION TO CLINTON, HENRY COUNTY, MISSOURI AS RECORDED IN PLAT BOOK F AT PAGE 9; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, \$44°44'00"W ALONG THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 83, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF SAID HARRIS STREET; THENCE N45°16'00"W ALONG SAID CENTERLINE, A DISTANCE OF 84.00 FEET; THENCE LEAVING SAID CENTERLINE, N44°44'00"E, A DISTANCE OF 25.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HARRIS STREET; THENCE \$45°16'00"E, A DISTANCE 34.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.05 ACRE OR 2,100 SQUARE FEET OF LAND, MORE OR LESS.
- 2. The City Clerk shall provide a certified copy of this ordinance to the Henry County Recorder of Deeds for recording.
- 3. This Ordinance shall be in full force and effect from and after its passage.

Read the first time this day of	, 2025.
Read a second time and passed this d	ay of, 2025.
	Carla Moberly, Presiding Officer
ATTEST:	Ayes -
	Nays
Wendee Seaton, City Clerk	
	Carla Moberly, Mayor

ORDINANCE NO.

AN ORDINANCE APPROVING THE MINOR PLAT OF LONG'S PRAIRIE, A PORTION OF TITUS SUBDIVISION, IN CLINTON, MISSOURI.

WHEREAS, James and Amanda Long filed an application for a minor plat, proposed as Long's Prairie, a portion of Titus Subdivision; and

WHEREAS, the minor plat entails a re-plat of Lots 2,3 and 4, Titus Subdivision and a re-plat of Lots 84, 85 and 86, subdivided Lots 7 and 8, Titus Subdivision; and

WHEREAS, the Clinton Planning Commission recommended approval of the re-plat by a vote of 5 Yeas, 0 Nays, 0 Abstentions, 4 Absent; and

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

1. The following property shall be known as Long's Prairie:

RECORD DESCRIPTIONS:

BOOK 710 AT PAGE 2242:

LOTS TWO (2), THREE (3), AND FOUR (4) IN TITUS SUBDIVISION AND LOTS EIGHTY-FOUR (84), EIGHTY-FIVE (85) AND EIGHTY-SIX (86) OF SUBDIVIDED LOTS SEVEN (7) AND EIGHT (8) OF TITUS SUBDIVISION, CLINTON, HENRY COUNTY, MISSOURI. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

AS SHOWN IN WARRANTY DEED RECORDED IN HENRY COUNTY DEED BOOK 710 AT PAGE 2242.

BOOK 710 AT PAGE 2242:

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

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

AS SHOWN IN CLINTON ORDINANCE NO. 4173 RECORDED IN HENRY COUNTY DEED BOOK 2024 AT PAGE 3434 AND BOOK 2025 AT PAGE 2048.

Bill No. 2025-05

2.	The ordinance shall become effective implaw.	mediately upon its passage and approval as provided by
Read th	ne first time this day of,	2025.
Read a	second time and passed this day of _	, 2025.
ATTEST		Carla Moberly, Presiding Officer
VIIIE	•	Ayes -
		Nays –
Wende	ee Seaton, City Clerk	
		Carla Moberly, Mayor



AFTERMARKET

Smith & Loveless, Inc.

14040 Santa Fe Trail Drive Lenexa, KS 66215-1284, USA www.smithandloveless.com

Ph: Toll Free: (913) 888-5201, Ext. 281

(800) 922-9048

Email:

parts@smithandloveless.com

Date:

To:

August 5, 2025

Email/Phone:

ifoster@epecwater.com

(316) 866-2888 Ernie Bolick

Joe Foster

From:

Company:

Environmental Process Equipment

Customer Master:

38248

2

Location:

Company (EPEC) Wichita, KS, USA

Total Pgs (Incl. This Pg):

Subject:

Quote - Pricing and Availability of Parts

S/N:

66-04141-W

Location:

Clinton, MO, USA

EB-2025-8-5-1 Quotation:

Thank you for contacting us about your Smith & Loveless Parts Request. Below you will find the part numbers, pricing and availability of the parts on which you requested information. Please remember this is a quote. Contact us when you are ready to order or sign below and note the ship to address and email or fax this back to our Parts Department. If you have any questions, please feel free to contact me.

QTY	P/N	DESCRIPTION	UNIT PRICE (Each)	SHIPMENT
1	B750479-1A	DRIVE SHAFT 43	\$ 3,597.00	4-6 WEEKS
1	B750479-1B	END SHAFT 34	\$ 2,442.00	4 – 6 WEEKS

FREIGHT:

F.O.B. ORIGIN (Freight will be added at time of shipment and appear as a separate line item on your

DELIVERY:

Shipment Upon Availability of Parts and Receipt of PO or Credit Card #

INSTALLATION:

Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all

inspections and/or code compliance of the installation.

WARRANTY:

Warranty Period for Replacement Parts is 90 Days

TIME FRAME:

Quote is good for 30 days.

PAYMENT:

100% prior to shipment via check, credit card, or ACH unless otherwise agreed in writing.

RESTOCKING

All returned items may be subject to a 15% to 30% restocking fee. Non-stock / electrical / made to order parts are not eligible for return. Credit for freight is based on whether the station number was provided

FEE:

upon ordering.

Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.

Smith & Loveless accepts purchase orders, MasterCard and Visa when ordering. You can email your order to us at ebolick@smithandloveless.com or parts@smithandloveless.com. You can also call us toll free at (800) 922-9048 or fax your order to (913) 748-0106. Thank you for contacting Smith & Loveless regarding your Parts Inquiry. We look forward to hearing from you.

AFTERMARKET



Smith & Loveless, Inc.

PAGE 2

S/N: Location: Quotation: 66-04141-W Clinton, MO, USA

EB-2025-8-5-1

Agreed to this day of, 20
BUYER
By:Print Name
Authorized Signature
Shipping Address
Shipping Address
Is this purchase tax exempt?Yes No
If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this _____ day of ______, 20__ at Lenexa, KS.

SMITH & LOVELESS, INC.

By: ______



Clean Water Regionalization Incentive Grant Program MO Department of Natural Resources

Project Name: Stonerage Regionalization Facility Plan
Project Period: 12/01/2024 to 12/31/2025 Reporting Period: 07/01/2025 to 08/01/2025
Project Owner: City of Clinton Project Engineer: Garver LLC
SIGNIFICANT ACTIVITIES AND ISSUES COMPLETED DURING THE REPORTING PERIOD:
Garver conducted internal meetings to share the information from the site visit and continued preparing the report.
2. Garver intends on submitting a draft report to the City in August for initial review.
3. City is continuing discussions with Stoneridge HOA regarding the formation of a sewer district.

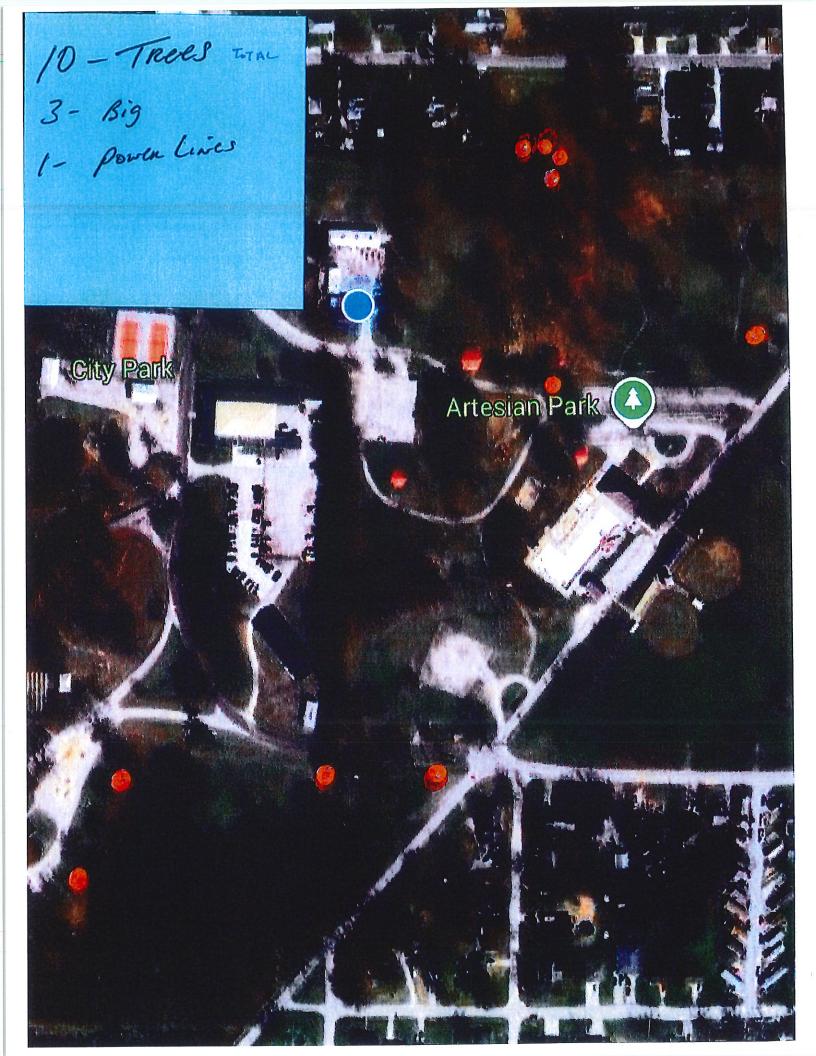
Project Milestones	Date Completed
Kick Off Meeting	12/16/2024
Surveys - Design and Property	05/08/2025
Pre-design Report Draft Submittal	
City Review of Draft Report	
Pre-design Report Submittal	
City Review of Final Pre-design Report	
MoDNR Draft Submittal	
MoDNR Final Submittal	



Augmentative and Alternative Communication Boards

As part of a long-term regional initiative, TPP is working to install Augmentative and Alternative Communication (AAC) Boards in all public parks within one hour of The Pediatric Place clinics. Our goal is to provide 2–4 boards each year by securing grant funding and sponsorships, ensuring these installations are entirely free to participating cities.





Quote #254

Prepared for City of Clinton 660-525-4114 john@clintonmopr.com 105 East Ohio Street Clinton, MO 64735

Komplete Tree Kare and Forestry Production LLC 29120 South Famuliner Road Garden City, MO 64747

> Provided by Matt Hilbert 816-933-8608 kompletetk@gmail.com

Offer good until: 09/21/2025

Scope of work

The felling, removal, and haul off of 11 marked trees throughout the park.

Trees will be felled whole where area is safe to do so, other trees will have to reduce the crown by lift, cutter, rigging as needed with rope, pulley, and friction device, loader for handling and moving brush, logs, trunk pieces, truck/trailer/grapple for the haul off of material, hand tools for clean up.

Will flush cut as low as reasonable can on the trunk typically around 6-8 inches or uneven ground will be either ankle to knee high depending on side.

Cleanup is the working area only. Will get as much limbs, leafs and other tree pieces as reasonable possible.

Planning to make piles for grapple to pick up piles unless unplanned events, will haul away by other means at a timely manner.

City approved for using the local green waste sight to dump all of the material there (brush, branches, limbs, logs, trunks, yard clipping of clean up)

Schedule:

Due to liability concerns of some trees will schedule work upon approval within two days . At least to get trees down (weather pending) estimate of three days of work hours for completion.

Products and services

Tree removal(s)

\$13,000.00 \$13,000.00 × 1

11 marked trees of variety of species and location has been marked by x and number on the

Will professional fell tree which is by having a rope tied onto the tree and other end of the rope tied onto a machine or truck to assist in pull and safety, appropriate felling techniques, flush cut, cut up as needed for moving and piling, cleanup work area and haul away pile.

Crown reduction

Trees that can not safely be felled whole will have the crown reduce as needed tell can be safely felled . Will be using a spider lift to be in a safe cutting position , chain saw , rigging as or when needed , rigging is using rope, pulley and friction device , other cutting of limbs will be free fall for the limb . Will cut in order to minimize yard damage , repairs to yard damage have been offered by the parks department and will confirm at post inspection that can be

covered. Professional fell tree when it is safe to do so.

Will have piles of brush and trunks, locations to be confirmed by parks department and cones be used around after piled.

Subtotal	\$13,000.00
Discount	\$0.00
Fees	\$0.00
Taxes	\$0.00
Total	\$13,000.00
Deposit	

Priced Right Tree Service

BID

Date:

8/13/2025

Pete Young 822 S Highway 13 Deepwater, MO 64740 Phone 660-696-2745

City of Clinton Parks Department Clinton, MO 64735

DESCRIPTION	AMOUNT
Bid for Tree work	
Remove 11 dead trees in Artesian Park, haul off wood, rake.	15,100.00

THANKS

Project Roadmap

Primary Objective:

Collect roadway condition data using LCMS-2 and FWD, which will be integrated into your preferred software

GIS Review

GIS Review Map & Approval on Mileage

Field Mobilization & Data Collection

Equipment and collection technicians on site

Data Upload into Inform

Integrating data into the system

ESA PMP/Analysis & Report

Data Analysis and Pavement Management Plan with supporting Final Report



Kickoff Meeting and deliverable verification

Data Processing

Organizing and analyzing collected data through QA& QC processes

Condition Data Delivery

Standard Geodatabase. Tabular Format Only

Project Closeout

Finalizing and closing the project after final acceptance on deliverables

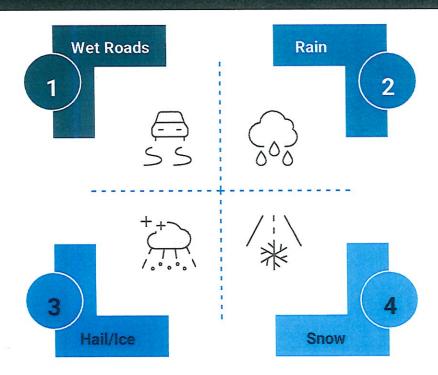
Communication is a Two-Way Street



- Clear, two-way communications keeps us aligned.
- We're always available to connect and help via phone, email, or meetings.
- Response deadlines will be set; deadlines are flexible with advanced notice.
- No response = approval and no edits needed.
 We'll move forward as presented.
- Delays in requests or information sharing may cause schedule impacts.

Collection Delays

Weather and Road Conditions



Weather Insight

Location-specific weather insights such as rainy or flood season.





Collection Restrictions

Restrictions on collections due to events or road closures.

- ✓ Teledyne FLIR Ladybug 5+ Captures 360° Imagery at Defined Intervals
- ASTM Class 1 IrisPRO
 Pavement Profiler
 Continuous Right and Left Wheel
 Path Roughness Measurements
- ✓ Pavement Distress Imaging LCMS-2 Continuous 3D Imaging, 1mm Resolution
- ✓ **Drive**[™]
 Automated Data Collection
 Paired with Field Observations
- GPS Positioning
 GPS with Integrated IMU, Sub
 Meter Positional Accuracy
- Samsara Monitoring Real-Time Tracking and Reporting
- Texture
 Continuous Surface Texture
 Measurements
- Linear Distance Positioning DMI for Precise Linear Distance Measurements
- Safety Lighting Front and Back Facing Flashing Lights Ensure High Visibility



IrisPRO Pave

Data Collection with Fast Falling Weight Deflectometer (FFWD)

Determines health of pavement structure

- Complies with ASTM D4694-09
- Tests conducted along outside lane of roadway
- Drops a Load Pulse on pavement surface, resulting in surface deflection basin
- Determines pavement strength, load transfer, and identifies properties of base and sub-grade
- Back-calculate stiffness of pavement
- SNeff, SNreq, & Structural Index (SI) calculated

Results incorporated into Easy Street Analysis (ESA)





IrisPRO Pave

My Mission

To transform pavement data collection and analysis by integrating advanced technologies for efficient, accurate, and comprehensive data acquisition and interpretation.

PAVING THE WAY TO SAFER ROADWAYS

Your community is working in partnership with ICC to assess the current condition of your roadways.

Please see reverse for FAQs about this important work and what it means for your community!



Questions? Get in touch!



727-547-0696



10630 75th Street N Largo, FL 33777



icc-ims.com



PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA

City Hall • 105 E. Ohio Street, Clinton, MO Tuesday, August 19, 2025 • 5:30 p.m.

Present	
	COMMITTEE MEMBERS: ☐ Austin Jones ☐ Greg Shannon ☐ Brenda Elliott
	PUBLIC SAFETY: ☐ Fire Chief Mark Manuel ☐ Deputy Fire Chief Matt Willings ☐ Deputy Police Chief John Scott
	GUESTS:



MASTER SERVICE AGREEMENT

Initial Term Start Date: 10/01/2025

Initial Term End Date: 09/30/2026

Account Executive Information

Markus Felix Senior Account Executive mfelix@lexipol.com

Lexipol LLC 2611 Internet Blvd., Ste. 120 Frisco, Texas 75034

Agency Information

Mark Manuel Fire Chief mmanuel@cityofclintonmo.com 660-885-2560

Clinton Fire Department 301 S Washington St Clinton, Missouri 64735

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this Cover Sheet
- (b) Exhibit A Selected Services and Associated Fees
- (c) Exhibit B Description of Services
- (d) Exhibit C Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Clinton Fire Dep	partment	Lexipol, LLC .	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date Signed:		Date Signed:	

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

	001 Fire Policy - annual subscription (recurring)							
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended		
21	Annual Fire Policy Manual & Daily Training Bulletins	\$8,903.00	10%	\$890.30	\$0.00	\$8,012.70		
21	Annual Fire Procedures	\$999.00	10%	\$99.90	\$0.00	\$899.10		
21	Annual Fire Supplemental Manual(s)	\$1,517.00	10%	\$151.70	\$0.00	\$1,365.30		
	<u> </u>		Discount:	\$1,141.90	Subtotal:	\$10,277.10		

002 Fire Policy - implementation (one-time)							
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended	
1	Fire Full Implementation	\$19,055.00	10%	\$1,905.50	\$0.00	\$17,149.50	
1	Fire Agency-Specific Content Extraction	\$5,550.00	10%	\$555.00	\$0.00	\$4,995.00	
			Discount:	\$2,460.50	Subtotal:	\$22,144.50	

Discount: \$3,602.40

Subtotal: \$32,421.60

Tax:

Total Due: \$32,421.60

Exhibit B

Description of Services

If Professional Services solutions are included in your purchase, the following additional terms apply:

Cancellation and Rescheduling of Meetings

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

- 1. Notice of Change: The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
- 2. Rescheduling Efforts: Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
- 3. Emergency Cancellations: Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
- 4. Repeated Cancellations: If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
- 5. Communication: All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

Time is of the essence:

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

Personnel Changes

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Builetins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- · Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Procedures

- Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions.
 Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on. More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success

- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

Exhibit C Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

- 1. <u>Definitions</u>. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.
- 1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.
- 1.2 "Agency Data" means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.
- 1.3 "Agreement" means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.
- 1.4 "Custom Agreement Terms" refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.
 - 1.5 "Initial Term" means the initial period of time in which Agency has elected to receive Lexipol Services.
 - 1.6 "Initial Term Start Date" is specified on the cover sheet and represents the first day of the Initial Term.
 - 1.7 "Initial Term End Date" is specified on the cover sheet and represents the last day of the Initial Term.
- 1.8 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.
- 1.9 "Services" means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.
- 2. <u>Term; Renewal</u>. This Agreement becomes enforceable upon signature by Agency's authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

- 3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.
- 3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.
- 3.3 <u>Effect of Expiration or Termination</u>. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.
- 4. <u>Fees; Invoicing</u>. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

- 5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:
- 5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.
- Services and which require the direct, hands-on professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.
- 5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.
- 5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.
- Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.
- 6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

- 7. <u>Warranty</u>. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.
- 8. <u>Indemnification; Limitation of Liability.</u> Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

General Terms.

- 9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.
- 9.2 <u>General Interpretation</u>. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.
- 9.3 <u>Invalidity of Provisions</u>. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.
- 9.4 <u>Governing Law.</u> Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
- 9.5 <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.
- 9.6 <u>Waiver</u>. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.
- 9.7 <u>Notices</u>. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



FINANCE COMMITTEE OPEN MEETING AGENDA

City Hall • 105 E. Ohio Street, Clinton, MO Tuesday, August 19, 2025 • 5:15 p.m.

Pres	ent	t:	
1	co	MM	ITTEE MEMBERS: 🔲 Gene Henry 🔲 Gary Mount 🗀 Mayor Carla Moberly
;	STA	۱FF:	☐ City Administrator Christy Maggi ☐ City Clerk Wendee Seaton
ı	GU	EST:	S:
	1.	Aff	ordable Housing Incentive Policy
		Re	solution No. 18-2025 - A Resolution of the City Council of Clinton, Missouri adopting a policy the waiver of City Fees for Affordable Housing Projects.
	2.	 MBL application to Missouri Housing Development Commission (MHDC) requesting funding fo Estates Phase III Development. 	
		a.	Request for resolution of support for project.
			Resolution No. 19-2025 - A Resolution of the City Council of Clinton, Missouri supporting an application by D. Kim Lingle and MBL Development for Missouri Housing Development Commission Funding for Cloy Estates Phase III Development.
		b.	Request for waiver of City fees to enhance Missouri Housing Development Commission scoring of application:
			Resolution No. 20-2025 - A Resolution of the City Council of Clinton, Missouri authorizing the Waiver of City Fees for Cloy Estates III Development, an Affordable Housing Project.
	3.	. Airport terminal: Consider installing aluminum framed window-wall with entry door and loci \$8,125.00	
	4.	М	onthly Financials: June

RESOLUTION NO. 18-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI ADOPTING A POLICY FOR THE WAIVER OF CITY FEES FOR AFFORDABLE HOUSING PROJECTS.

WHEREAS, the City of Clinton Comprehensive Plan (2015-2030) identifies Affordable Housing as a Housing Element Need; and

WHEREAS, the Comprehensive Plan further identifies Housing Element Strategies to:

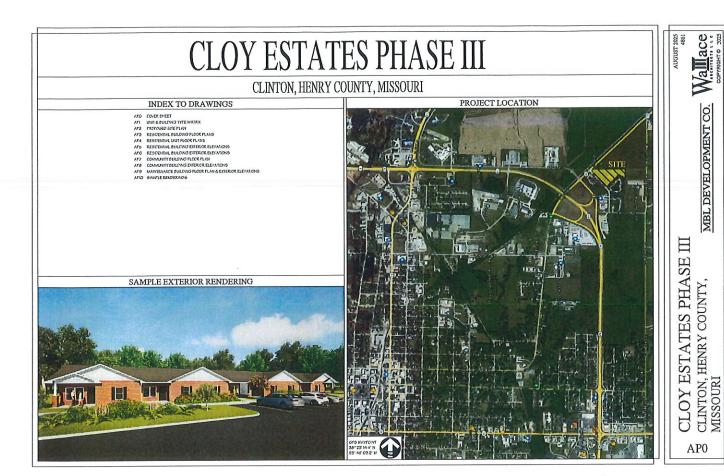
- > Coordinate with affordable housing agencies in pursuit of supplying affordable housing;
- > Continue to identify solutions for obstacles to the creation of affordable housing in the development approval processes and fee structures;
- > Develop incentives to promote a variety and diversity of affordable housing types.

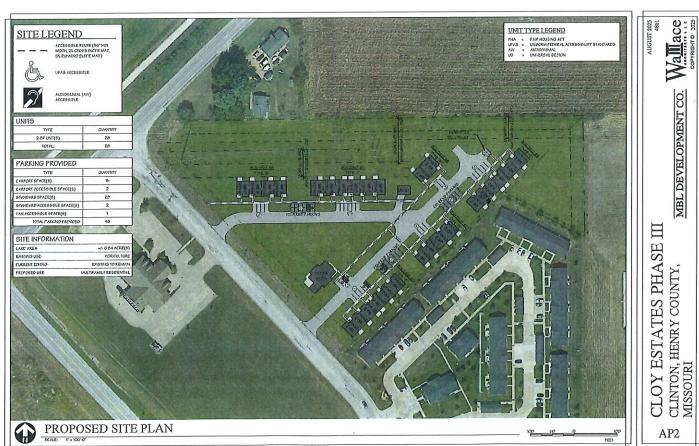
NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. Upon the recommendation of the City Administrator, the City Council may authorize the waiver of building permit fees and sewer tap fees for the following types of affordable housing projects and at the following rates:

TYPE OF PROJECT	RATE OF WAIVER
Project demonstrates that it aligns with Housing Element Needs and Strategies in the City of Clinton Comprehensive Plan or similar items in a documented housing analysis for Clinton MO.	15%
Property owner has entered into an agreement with the City to develop affordable housing on a vacant lot on which the City holds a lien on the real property.	25%
Approved for funding through a state or federal housing program.	50%
Approved for funding through a state or federal housing program with a rating component or a funding requirement for the waiver of local fees.	100% or the minimum amount required by the funding source, whichever is less.

Section 2. This resolution shall become effective upon its passage.		
Read and passed this day of, 202	5.	
	Carla Moberly, Mayor	
ATTEST		
Wendee Seaton, City Clerk		





MBL DEVELOPMENT CO. CLINTON, HENRY COUNTY, MISSOURI

MBL DEVELOPMENT CO.





8/5/2025 2:41:52 PM

8/5/2025 2:41:45 PM

RESOLUTION NO. 19-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI SUPPORTING AN APPLICATION BY D. KIM LINGLE AND MBL DEVELOPMENT FOR MISSOURI HOUSING DEVELOPMENT COMMISSION FUNDING FOR CLOY ESTATES PHASE III DEVELOPMENT.

WHEREAS, Cloy Estates Phase III will be a 28-unit senior citizen, affordable housing project; and

WHEREAS, affordable housing for senior citizens is much needed in Clinton, Missouri;

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

The City of Clinton supports the application by D. Kim Lingle and MBL Development for Missouri Housing Development Commission funding for Cloy Estates Phase III.

Read and passed this day of August, 2025.		
	Mayor Carla Moberly	
Attest:		
		1
City Clerk Wendee Seaton		

RESOLUTION NO. 20-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI AUTHORIZING THE WAIVER OF CITY FEES FOR CLOY ESTATES III DEVELOPMENT, AN AFFORDABLE HOUSING PROJECT.

WHEREAS, the City of Clinton Comprehensive Plan (2015-2030) identifies Affordable Housing as a Housing Element Need; and

WHEREAS, the Comprehensive Plan further identifies Housing Element Strategies to:

- Coordinate with affordable housing agencies in pursuit of supplying affordable housing;
- Continue to identify solutions for obstacles to the creation of affordable housing in the development approval processes and fee structures;

WHEREAS, the City of Clinton approved Resolution No. 18-2025 authorizing the waiver of City fees for qualifying affordable housing projects; and

WHEREAS, MBL Development intends to submit an application to the Missouri Housing Development Commission (MHDC) for funding assistance for Cloy Estates Phase III Development; and

WHEREAS, the MHDC 2026 Qualified Allocation Plan states that a development proposal that includes local government support through fee waivers, totaling at least \$50,000 or all the fees a local government can waive, whichever is lesser, will be eligible for additional points in the scoring process;

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

Section 1. Cloy Estates III Development is deemed a qualifying affordable housing project, as identified in City of Clinton Resolution No. 18-2025.

Section 2. All City fees, not to exceed \$50,000, shall be waived for Cloy Estates III Development, contingent on the project being approved for MHDC funding.

Section 3. This resolution shall become effective upon its passage.

Read and passed this	day of	, 2025.		
		,	Mayor Carla Moberly	
Attest:				
City Clerk Wendee Seator	n			



1006 Clark Street Clinton, MO 64735 Phone 660-885-2231 Fax 660-885-7722

08/12/2025

Westport Construction Co is pleased to submit this bid for the window wall infill for office

Westport will perform all functions needed to construct an Aluminum framed window wall with entry door and lock

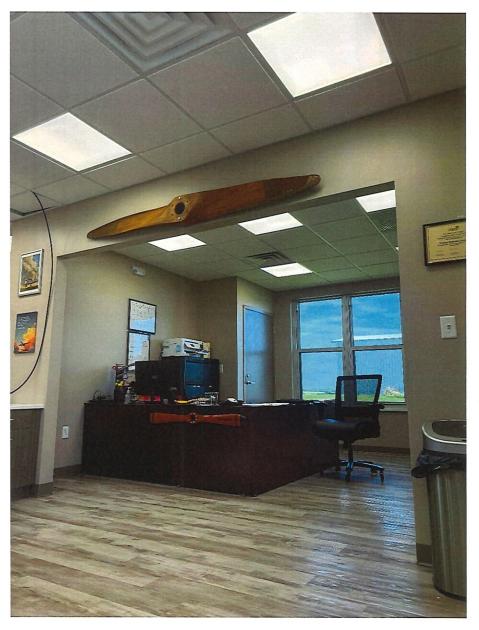
Upon notification of award, Westport will begin work as time and weather conditions reasonably allow.

This price to remain in effect for 30 days.

Please contact us with any clarifications needed.

Thank you, Brett Fickle, Estimator Request to install aluminum framed window-wall with entry door and lock, \$8,125





RESOLUTION NO. 21-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI AUTHORIZING THE RENEWAL OF A PROFESSIONAL OPERATING SERVICES AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND ALLIANCE WATER RESOURCES, INC. (ALLIANCE).

WHEREAS, the City owns a public wastewater system and is engaged in providing wastewater collection, wastewater treatment and compost facilities; and

WHEREAS, Alliance is engaged in the business of providing management, operation and maintenance services for wastewater collection, wastewater treatment systems and compost facilities; and

WHEREAS, the City and Alliance entered into a five-year Professional Operating Services and Management Agreement on September 15, 2020; and

WHEREAS, the City desires to modify the September 15, 2020, Agreement in accordance with the terms and conditions of the attached Agreement;

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

Section 1. The attached Memorandum of Agreement (Exhibit A) with Alliance Water Resources, Inc. 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 August, 2025.		
	Mayor Carla Moberly	
Attest:		
	,	
City Clerk Wendee Seaton		

MEMORANDUM OF AGREEMENT		
This Memorandum of Agreement has been entered into on thisday of, 2025 by and between the City of Clinton, Missouri, a municipal corporation ("hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").		
This Memorandum of Agreement has as its purpose to modify the initial Professional Services Agreement dated September 15, 2020, an addendum of the Scope of Services (5.17), to establish Alliance's Base Fee for the period of October 1, 2025, through September 30, 2026 (6.1), and an extension of the terms of this Agreement (9.1).		
The Professional Services Agreement is modified as follows:		
5.17 Alliance shall prepare a 15-year Inflow and Infiltration Improvement Plan at no additional fee. The I&I plan will be prepared and certified by a professional engineer and submitted to the Missouri Department of Natural Resources.		

- 6.1 City shall pay Alliance an Annual Base Fee of \$799,584 (\$66,632 per month) beginning October 1, 2025. The Annual Repair Limit for the period beginning October 1, 2025, shall be \$60,000 and the annual Chemical Limit for this period shall be \$30,000. The Repair and Chemical Limits are included in the Alliance Base Fee.
- 9.1 This Agreement shall become effective on the 1st day of October, 2025, and shall remain in effect through the 30th day of September, 2035, subject to annual appropriation of funds by the City. If the City appropriates funds for operation and/or maintenance of the City System, this Agreement shall remain in full force and effect. Such appropriation is at the City's sole discretion.

This Amendment becomes effective on October 1, 2025. All other terms and conditions of the Professional Services Agreement dated the 15th day of September 2020 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date written above.

Authorized Signature	Authorized Signature	
President Alliance Water Resources, Inc.	Mayor City of Clinton	
Date	Date	
ATTEST:	ATTEST:	
Secretary	City Clerk	