



AGENDA

Clinton City Council Regular Meeting
City Hall • 105 E. Ohio Street, Clinton, MO 64735
Tuesday, April 7, 2026 • 6:00pm

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes:**
 - a. Approval or correction of the minutes of the City Council Meetings of March 17, 2026.
5. **Personal Appearances**
6. **Reports: None.**
7. **Second Reading of Previously Read Bills:**
 - a. Municipal Agreement: Recommend approval, 2-0. Council Person House called for the clerk to give the first reading by title only of Bill No. 2026-03.

Bill No. 2026-03 – A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton (CITY) and the Missouri Highway and Transportation Commission for sidewalk improvements to meet ADA standards.
8. **Committee Reports:**
 - a. **Public Works Committee Report:**
 1. Waste Water:
 - a. CCTV Update: Midwest Drain & Sewer has one section left to camera. AWR staff is developing a CIPP plan. City might want to consider developing a CIPP plan for all known clay-pipe lines and forego future CCTV work on those lines. It would be more cost effective to proceed with CIPP.
 - b. Screening & Grit Removal Improvements: Ross Change Order No. 4, equipment only. Opinion of probable construction costs (OPCC) for entire project was \$2.9 M in March 2025 Preliminary Design Report (pg.6). Kuster equipment (CO 04) is lower cost than equipment price used in March 2025. Recommend approval of CO No. 4, 2-0.
 - c. Operations Reports – January & February: For information only.
 - d. Auto Insurance: Beginning Oct. 1, 2026, AWR will secure comprehensive auto coverage for all city-owned vehicles in the Wastewater Department, due to interpretations regarding liability. Premiums will be reflected in the annual O&M services agreement. City will no longer need to cover these vehicles with the City's insurance policy.
 - e. RAW/WAS upgrade: JCI installed 2 new pumps, with cutters. Pumps paired well with existing VFDs. The addition of cutters will improve downstream processes.



- f. Lower Level Pump 4: Alliance Pump will repair support structure below pump to see if a more substantial base will decrease vibration and improve the operation of the pump.
2. Community Development:
 - a. 109 S Washington: Representatives of the property requested that the City reconsider the requirement that a weekly engineer's report be submitted while the building is open to the public and waiting for repairs to be made to the southwest wall. Representatives proposed bi-weekly reports, in lieu of weekly reports. PWC Chair Roger House stated that the Council would be willing to discuss a request to amend requirements, provided request is submitted in writing.
 3. Park & Rec
 - a. Community Center Elevator: KONE conducted an extensive 6-hour evaluation. Findings: 1) 1999 central processing unit (CPU) is obsolete and unable to accept updates; 2) hydraulic cylinders are leaking. Recommend accept KONE quote of \$23,859 to install and program a new CPU board and furnish and install new jack packing in hydraulic cylinders, 2-0.
 - b. Park & Rec 10-Year Plan: Recommend 1) City pursue 5-year extension of the current 1/8% Parks sales tax with an August 4, 2026 ballot issue (to be effective 04/01/2027 – 03/30/2032); 2) ballot issue targets projects 1, 2, 3/7, 5 and 6 as identified in Parks & Recreation Survey; 3) expenditures be distributed amongst the various projects throughout the 5-year term of the tax. Recommend another community survey be conducted to determine the preferred location for a walking trail with work-out stations: Artesian Park or Community Center complex. Both recommendations are 2-0.
 - c. Lap pool pump: Pump has been ordered. Total price with installation, \$14,642.08 (Council approved up to \$20,000). Alliance was able to locate a compatible horizontal pump, which decreases the installation cost.
 - d. Aquatic Center boilers: JCI is preparing a price proposal for regular preventive maintenance service.
 4. Street
 - a. IMS Pavement Management Report: City has received final report. Will make report available to Council members through Google drive.
 - b. Easy Street Analysis: Streets and parking lots. City has received ESAs in an Excel format to allow for future planning and tracking. Will make ESAs available to Council members through Google drive.
 5. City Wide Clean Up

Staff presented May 4-9 as a possible week to hold City Wide Clean Up, by waiving fees for Clinton residents at the Transfer Station during the week (subject to approved rules). Recommend approval, 2-0. Recommend that Code Enforcement vouchers not be allowed during City Wide Clean Up Week, due to excess volume for disposal, 2-0.
 6. Transfer Station
 - a. Transfer Station Rehab Project bids: Refer to Council for discussion.



- b. **Public Safety Committee Report:**
 1. Strategic Vehicle Replacement Plan
 2. Officer Retention
 3. Tow Update and Complaints
 4. Animal Control Ordinance Response
 5. Blue Shield Update
- c. **Finance Committee Report:**
 1. Council Chamber HVAC
 2. Clinton Chamber of Commerce Economic Development Contract
 3. Renewal of the agreement with Henry County Collection for Tax Collection. The Henry County Collector did not have any changes.
 4. February Financial Reports
9. **Mayor's Report**
 - a. Mayor's recommendation for the reappointment of Gary Cover to serve as the Municipal Judge, for a two-year term of April 1, 2026 to March 31, 2028.
10. **City Administrator's Report**
11. **Unfinished Business:** None.
12. **New Business:** None.
13. **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; (12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

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, March 17, 2026 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, March 17, 2026. Mayor Carla Moberly presided.

1. **Call to Ordering:** Mayor Carla Moberly called the regular meeting to order at 6:05 pm.

2. **Roll Call**

Council Persons:

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

Absent: Cameron Jackson

Others Present:

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

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

4. **Approval of Minutes:** Council Person House made a motion to approve the minutes of the Open City Council Meeting of March 3, 2026. Council Person Mount duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

5. **Personal Appearances:**

- a. Gregg Smith spoke on his concerns for the City and feels it is moving downhill while other cities are improving. Requested that the City ask citizens for help.
- b. Leonard Kubilus from the Sheriff's Department spoke about the upcoming item on the April ballot for Proposition 1 Law Enforcement Sales Tax. This will provide more equipment, training and increased salaries and will replace the existing tax with no expiration.

6. **Reports:**

- a. David Lee - Chamber of Commerce: An update was given on new members, business anniversaries and local events. Clinton Main Street has a new Executive Director, Sarah Goth. The annual banquet will be on March 26, 2026.
- b. Larry Tucker - Economic Development Report: Two new projects were discussed as well as current projects moving forward. Toured several local businesses and attended an Economic Vitality Meeting.

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

8. **Committee Reports:**

a. **Public Works Committee Report:**

1. Community Development:

- a. February Building Report: For information only.



2. Parks & Recreation:

- a. Soccer Concession Update: Drain-back to be completed in fall. Painting still to do this spring. This incident was handled through our insurance. The City received the reimbursement of the \$5,000 deductible payment. For information only.
- b. Park Board Community Survey Review: Discussed results of survey. 10-year Planning Committee & Park Board recommend City proceed with plans consistent with survey results. For information only.
- c. Aquatic Center Lap Pool Recirculating Pump: 7.5 hp pump installed in 2016, rebuilt in 2023. Replace existing obsolete, horizontal pump with vertical 10 hp pump. Rough estimate is \$15,000-\$17,000. Recommend proceed with ordering pump, not to exceed \$20,000 total, 2-0. COUNCIL: Council Person House made a motion to approve the pump order, not to exceed \$20,000. Council Person Hills duly seconded the motion. Discussion was held on the need for piping due to the change from a horizontal to a vertical pump. Also discussed was a request for a written quote and age of the other pumps and their estimated lifespan. Time could be an issue on the order turnaround. 6 Ayes; 1 Nay; 1 Absent. Mayor Carla Moberly declared the motion passed.
- d. Spring Soccer: 360 enrolled in youth soccer. For information only.
- e. Community Center Elevator: KONE tech will evaluate entire elevator on Thursday. The elevator is running again. Council requested a replacement quote for future budgeting. For information only.
- f. Artesian Shelter #5: Concrete work starts this week. For information only.
- g. CC/AC Sidewalk: Concrete work starts next week. For information only.

3. Street Department:

- a. Street Lighting Code: Reviewed City code regarding the City's responsibility for providing street lights. Asking officers to notify Public Works if they notice any dark areas around town to be evaluated. For information only.

4. Waste Water: For information only.

- a. Easement Clearing: Contractor is approx. 95% complete. Need drier weather to complete remaining easements.
- b. WWTP Update: Met with Ross Construction and Garver last week. Ross to start east sludge basin repairs in April, contingent on receiving piping from vendor and on good weather. Pedrotti completed relay switches; new SCADA system will be installed soon.

5. MoDOT ADA Sidewalk Improvement Project – Job No. JSR0338

- a. Municipal Agreement: Recommend approval, 2-0. Council Person House called for the clerk to give the first reading by title only of Bill No. 2026-03.

Bill No. 2026-03 – A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton (CITY) and the Missouri Highway and Transportation Commission for sidewalk improvements to meet ADA standards.



Council Person House made a motion to approve the first reading of Bill No. 2026-03. Council Person Mount duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Brenda Elliott, Gene Henry, Rob Hills, Roger House, Austin Jones, Gary Mount and Greg Shannon; 0 Nays; 1 Absent: Cameron Jackson. Mayor Carla Moberly declared the motion passed and the second reading will be held at the next Council Meeting.

6. Clinton Main Street: Sarah Goth asked the City to consider passing an ordinance requiring C-2/Historical District property owners to register vacant properties. PWC asked CMS to gather information from other cities that do this.

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

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

1. ISO Review

- Automatic Aid Proposal – Calhoun Volunteer Fire Dept., Inc.
- Mutual Aid

Council Person Jones made a motion to approve Automatic Aid Proposal with the Calhoun Volunteer Fire Department. Council Person Mount duly seconded the motion. Discussion was held on the current mutual aid request process and that the mutual aid would work both ways. This will also help the City's ISO rating. There is zero expense to the City for this. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

2. Bids for surplus police vehicles

- Car 4: 2018 Ford Explorer Interceptor
- Car 6: 2013 Ford Explorer Interceptor
- Car 8: 2012 Ford Explorer
- Car 10: 2018 Ford Explorer Interceptor.

Council Person Jones made a motion to accept the high bid on all four vehicles. Council Person Shannon duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

3. Discussion was held on a police vehicle plan for future budgeting.

4. A new officer will begin working on April 1, 2026. There are two cadet police officers who will complete their academy work in May and then begin as police officers.

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

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

1. Budget Amendments

- Community Development – Professional Services, Misc. Contractual
- General Administration – Professional Services.



Discussed the expense involved in clean up and demolition, and how much should be budgeted for it. There is currently about \$28,000 left in this year's budget. The City has begun the condemnation process on two more properties, plus there are two other properties for cleanup, one of which will be extensive. The options would be to stop after using the budgeted funds or amend the budget. Council Person Mount made a motion to solicit bids for the properties to be cleaned up. Council Person Hills duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

2. Urich Road Bridge: CJW will prepare bid documents at a cost of \$9,500. The Mayor has approved.
 3. Price Lane IMS Report: The results were much better than anticipated on the road corings.
9. **Mayor's Report:**
- a. Met with Gus Wetzel about the property cleanup project and brainstormed ideas. Will meet again soon.
 - b. Compliments to the Police Department and officers Spurgeon and Scott for their response to a recent 911 call. The family appreciated the officers' support during the incident.
10. **City Administrator's Report:**
- a. The Price Lane IMS corings indicate that the City can mill/fill which will save the City between \$500,000 and \$600,000. CJW has been asked to begin preparing documents and plans for a mill/fill project.
11. **Unfinished Business:** None.
12. **New Business:** None.
13. **Adjournment:** *With no further business, Council Person Henry made a motion to adjourn. Council Person House duly seconded the motion. 7 Ayes; 0 Nay; 1 Absent. At 7:05 pm, Mayor Carla Moberly declared the motion passed and adjourned the meeting.*

City Clerk Wendee Seaton

Mayor Carla Moberly

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CLINTON AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR SIDEWALK IMPROVEMENTS TO MEET ADA STANDARDS AS DESCRIBED UNDER PROJECT NO. JSR0338, AGREEMENT NO. 2025-12-89127 FOR AWARD YEAR OF 2026.

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Clinton an agreement with the Missouri Highway and Transportation Commission providing for sidewalk improvements to meet ADA standards as described under Project No. JSR0338.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in full force and effect immediately after passage by the Board of Aldermen and approval by the Mayor.

Read the first time this 17th day of March, 2026.

Read a second time and passed this ____ day of _____, 2026.

Carla Moberly, Presiding Officer

ATTEST:

Wendee Seaton, City Clerk

Carla Moberly, Mayor

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/24 (TLP)
Modified:

Municipal Agreement
Route: 18
County: Henry
Job No.: JSR0338

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Clinton, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 18, Henry County, Job No. JSR0338 shall consist of pedestrian improvements to comply with the ADA transition plan .

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

On MO-18 (Ohio Street) from west of McLane Street to west of 9th Street.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. JSR0338.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all

streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction

of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or

permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way, excepting sidewalks whether new or used in place. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of sidewalks, including snow removal on those sidewalks, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(B) The City shall inspect and maintain the sidewalks constructed by this project, and further depicted in attached sketches labeled "Exhibit B", in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project

pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(24) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(26) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Carla Moberly - Mayor
105 E. Ohio Street
Clinton, MO 64735

- (B) To the Commission:
Stacy Reese – Southwest District Engineer
3025 E. Kearney St.
Springfield, MO 65803

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(30) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(31) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(32) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(33) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(34) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CLINTON

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

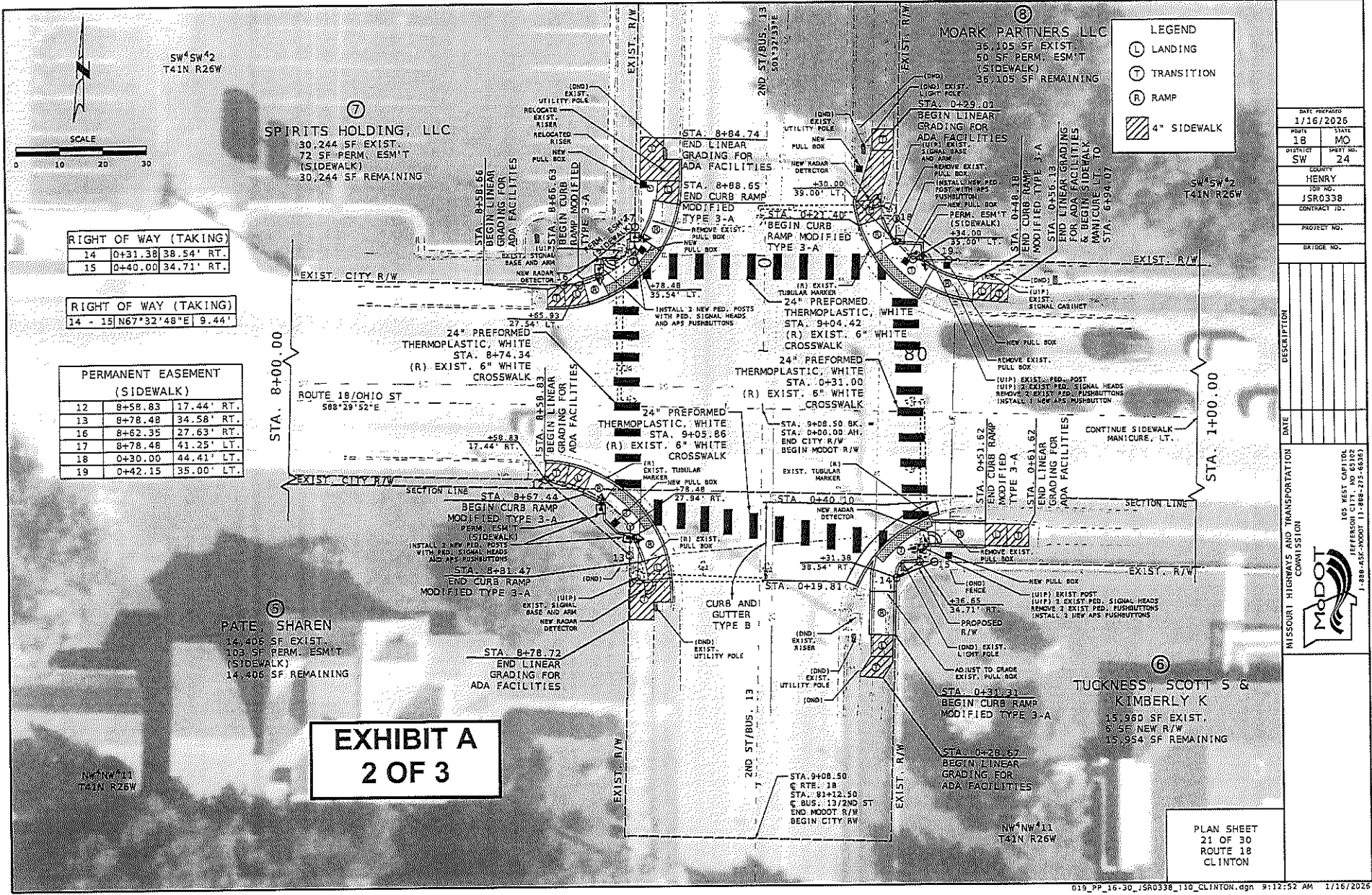
APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____



LEGEND

- Ⓛ LANDING
- Ⓣ TRANSITION
- Ⓡ RAMP
- ▨ 4" SIDEWALK

RIGHT OF WAY (TAKING)

14	0+31.38	38.54' RT.
15	0+40.00	34.71' RT.

RIGHT OF WAY (TAKING)

14	- 15	N67°32'48"E	9.44'
----	------	-------------	-------

PERMANENT EASEMENT (SIDEWALK)

12	8+58.83	17.44' RT.
13	8+78.48	34.58' RT.
16	8+62.35	27.63' RT.
17	8+78.48	41.25' LT.
18	0+30.00	44.41' LT.
19	0+42.15	35.00' LT.

**EXHIBIT A
2 OF 3**

DATE PREPARED		1/16/2026	
ROUTE	STATE	DISTRICT	SHEET NO.
18	MO	SW	24
COUNTY			
HENRY			
JOB NO.			
JSR0338			
CONTRACT ID.			
PROJECT NO.			
BRIDGE NO.			
DESCRIPTION			
DATE			
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION			
105 WEST GARDNER, JEFFERSON CITY, MO 65102 1-888-656-6666			

PLAN SHEET
21 OF 30
ROUTE 18
CLINTON



City of
Clinton
MISSOURI

OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street

Tuesday, March 31, 2026 • 7:00 a.m.

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

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

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

GUESTS: ■ Dustin Sterling (AWR) □ Mayor Carla Moberly

■ Troy Ryan, Dena Ryan, Mike Ethers – 109 S. Washington

1. Waste Water:

- a. CCTV Update: Midwest Drain & Sewer has one section left to camera. AWR staff is developing a CIPP plan. City might want to consider developing a CIPP plan for all known clay-pipe lines and forego future CCTV work on those lines. It would be more cost effective to proceed with CIPP.
- b. Screening & Grit Removal Improvements: Ross Change Order No. 4, equipment only. Opinion of probable construction costs (OPCC) for entire project was \$2.9 M in March 2025 Preliminary Design Report (pg.6). Kuster equipment (CO 04) is lower cost than equipment price used in March 2025. Recommend approval of CO No. 4, 2-0.
- c. Operations Reports – January & February: For information only.
- d. Auto Insurance: Beginning Oct. 1, 2026, AWR will secure comprehensive auto coverage for all city-owned vehicles in the Wastewater Department, due to interpretations regarding liability. Premiums will be reflected in the annual O&M services agreement. City will no longer need to cover these vehicles with the City's insurance policy.
- e. RAW/WAS upgrade: JCI installed 2 new pumps, with cutters. Pumps paired well with existing VFDs. The addition of cutters will improve downstream processes.
- f. Lower Level Pump 4: Alliance Pump will repair support structure below pump to see if a more substantial base will decrease vibration and improve the operation of the pump.

2. Community Development:

- a. 109 S Washington: Representatives of the property requested that the City reconsider the requirement that a weekly engineer's report be submitted while the building is open to the public and waiting for repairs to be made to the southwest wall. Representatives proposed bi-weekly reports, in lieu of weekly reports. PWC Chair Roger House stated that the Council would be willing to discuss a request to amend requirements, provided request is submitted in writing.

3. Park & Rec

- a. Community Center Elevator: KONE conducted an extensive 6-hour evaluation. Findings: 1) 1999 central processing unit (CPU) is obsolete and unable to accept updates; 2) hydraulic cylinders are leaking. Recommend accept KONE quote of \$23,859 to install and program a new CPU board and furnish and install new jack packing in hydraulic cylinders, 2-0.



- b. Park & Rec 10-Year Plan: Recommend 1) City pursue 5-year extension of the current 1/8% Parks sales tax with an August 4, 2026 ballot issue (to be effective 04/01/2027 – 03/30/2032); 2) ballot issue targets projects 1, 2, 3/7, 5 and 6 as identified in Parks & Recreation Survey; 3) expenditures be distributed amongst the various projects throughout the 5-year term of the tax. Recommend another community survey be conducted to determine the preferred location for a walking trail with work-out stations: Artesian Park or Community Center complex. Both recommendations are 2-0.
- c. Lap pool pump: Pump has been ordered. Total price with installation, \$14,642.08 (Council approved up to \$20,000). Alliance was able to locate a compatible horizontal pump, which decreases the installation cost.
- d. Aquatic Center boilers: JCI is preparing a price proposal for regular preventive maintenance service.

4. Street

- a. IMS Pavement Management Report: City has received final report. Will make report available to Council members through Google drive.
- b. Easy Street Analysis: Streets and parking lots. City has received ESAs in an Excel format to allow for future planning and tracking. Will make ESAs available to Council members through Google drive.

5. City Wide Clean Up

Staff presented May 4-9 as a possible week to hold City Wide Clean Up, by waiving fees for Clinton residents at the Transfer Station during the week (subject to approved rules). Recommend approval, 2-0. Recommend that Code Enforcement vouchers not be allowed during City Wide Clean Up Week, due to excess volume for disposal, 2-0.

6. Transfer Station

- a. Transfer Station Rehab Project bids: Recommend approval of Foster Brothers bid for \$64,552. Refer to Council for discussion.



Surveyors name
Certificate Number
System Owner
Survey Customer
Drainage Area
Sheet

P/O No.
Pipeline Segment Reference
Date
Time
Location (Street Name and number)
Locality

Further Location details
Upstream Manhole Number
Rim to Invert
Grade to Invert
Rim to Grade

Downstream Manhole Number
Rim to Invert
Grade to Invert
Rim to Grade
Use of Sewer
Direction
Flow Control
Height

Width
Shape
Material
Ln. Method
Pipe Joint Length
Total Length
Length Surveyed
Year Laid
Year Rehabilitated
Tape / Media Number

Purpose
Sewer Category
Pre-Cleaning
Cleaned
Weather
Additional Information

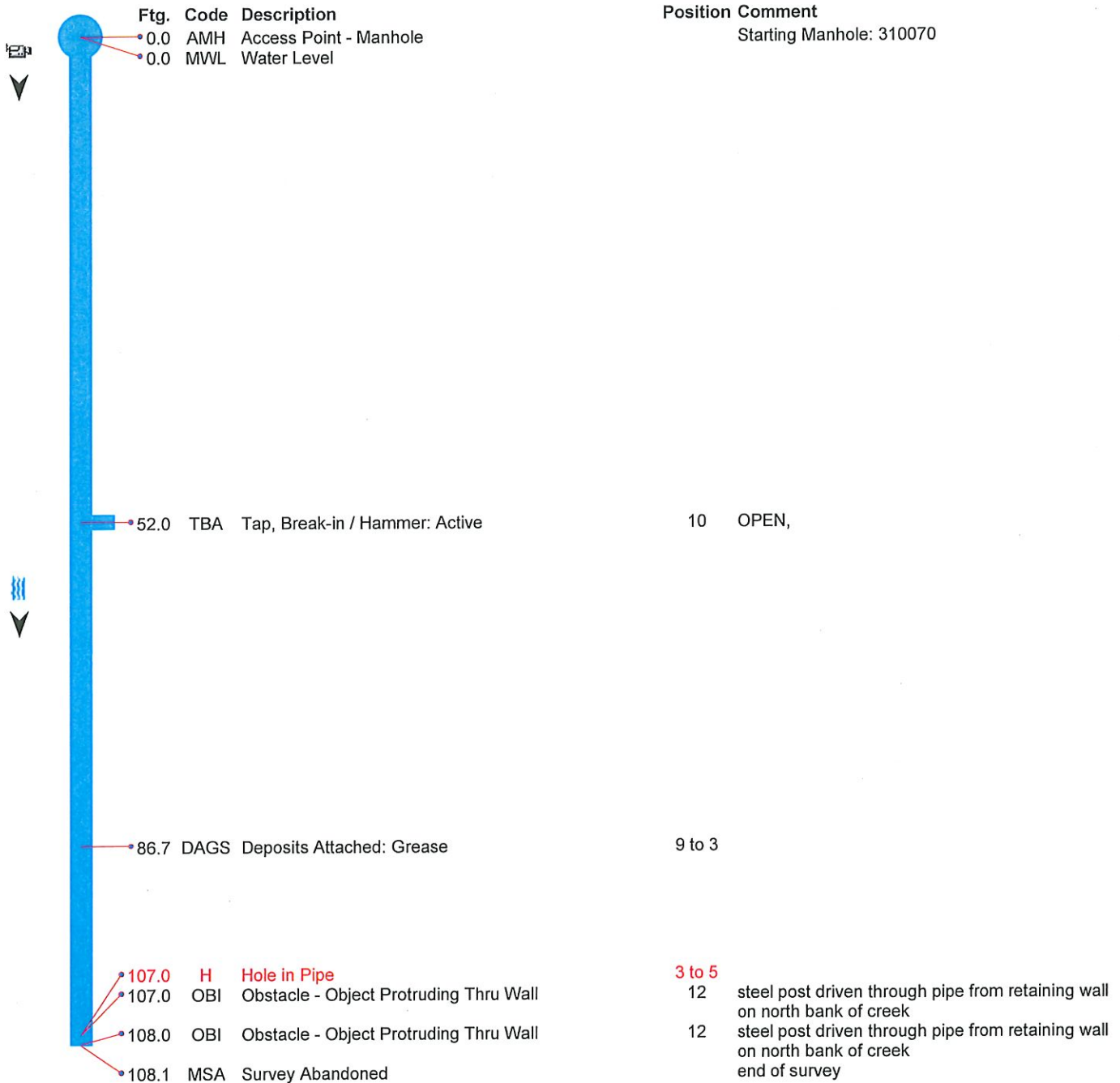
Distance (Feet)	Code		Continuous defect	Value			Joint	Circumferential Location		Image Ref.	Struct. Grade	O&M Grade	Remarks	
	Group/Descriptor	Modifier/severity		S/M/L	Inches			%	At / From					To
					1st	2nd								
0.0	AMH												Starting Manhole: 310070	
0.0	MWL					5								
52.0	TB	A		6			10						OPEN,	
86.7	DA	GS				25	9	3			4			
107.0	H						3	5		5				
107.0	OBI					100	12				5		steel post driven through pipe from retaining wall on north bank of creek	
108.0	OBI					100	12				5		steel post driven through pipe from retaining wall on north bank of creek	
108.1	MSA												end of survey	

Segment	Structural									O & M						Overall								
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Rating	Quick	Index	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Rating	Quick	Index	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Rating	Quick	Index
310070 to 310060	0	0	0	0	5	5	5100	5.0	0	0	0	4	10	14	5241	4.7	0	0	0	4	15	19	5341	4.8



PACP Inspection Report

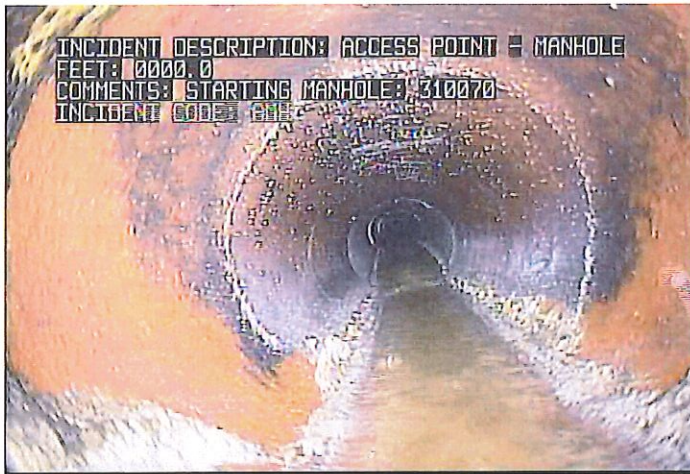
Upstream MH 310070	Downstream MH 310060	Size 8	Material Vitrified Clay Pipe	Total Length	City Clinton, MO
Surveyor's Name Tyson Rathert	Certificate Number U-810-11195	Street Address 111 S Cherokee Ave		Location Details	
Direction Downstream	Purpose Routine Assessment	Weather Dry	Date 20260204	Time 10:55	Length Surveyed 108.1
Additional Information					





Incident Snapshot Report

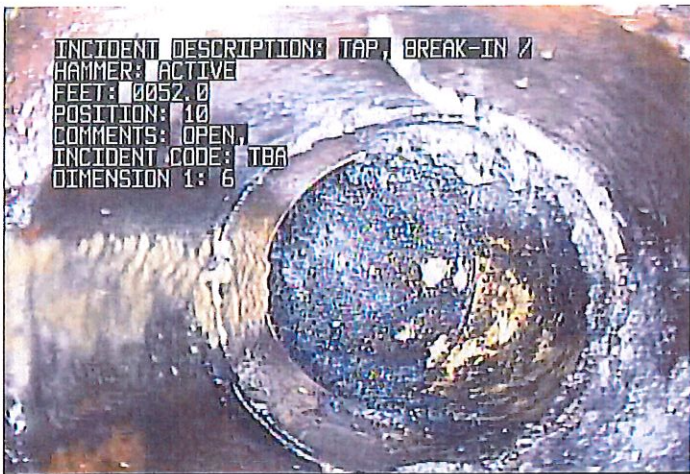
Upstream MH 310070	Downstream MH 310060	Size 8	Material Vitrified Clay Pipe	Total Length	City Clinton, MO
Surveyor's Name Tyson Rathert	Certificate Number U-810-11195	Street Address 111 S Cherokee Ave		Location Details	
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Additional Information					



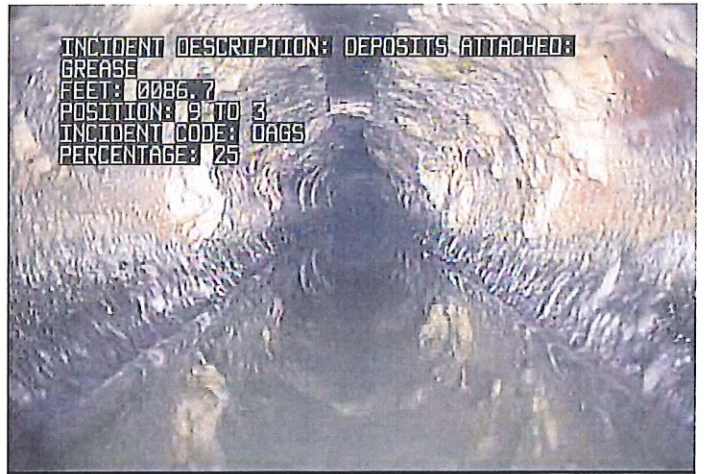
AMH - Access Point - Manhole @ 0.0 ft.
Starting Manhole: 310070



MWL - Water Level @ 0.0 ft.



TBA - Tap, Break-in / Hammer: Active @ 52.0 ft. OPEN,



DAGS - Deposits Attached: Grease @ 86.7 ft.

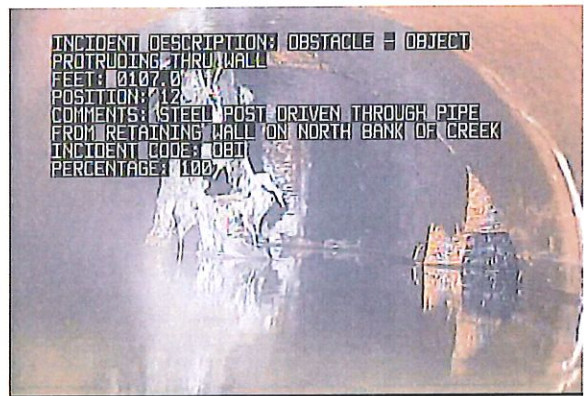


Incident Snapshot Report

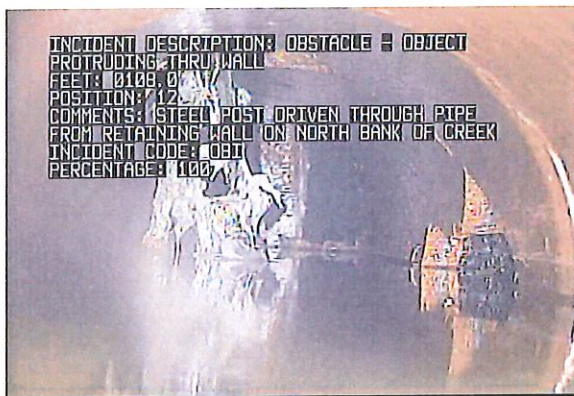
Upstream MH 310070	Downstream MH 310060	Size 8	Material Vitrified Clay Pipe	Total Length	City Clinton, MO
Surveyor's Name Tyson Rathert	Certificate Number U-810-11195	Street Address 111 S Cherokee Ave	Location Details		
Direction Downstream	Purpose Routine Assessment	Weather Dry	Date 20260204	Time 10:55	Length Surveyed 108.1
Additional Information					



H - Hole in Pipe @ 107.0 ft.



OBI - Obstacle - Object Protruding Thru Wall @ 107.0 ft. steel post driven through pipe from retaining wall on north bank of creek



OBI - Obstacle - Object Protruding Thru Wall @ 108.0 ft. steel post driven through pipe from retaining wall on north bank of creek



MSA - Survey Abandoned @ 108.1 ft. end of survey



Surveyors name Tyson Rathert Certificate Number U-810-11195 System Owner CLinton, MO Survey Customer _____ Drainage Area _____ Sheet 1

P/O No. _____ Pipeline Segment Reference _____ Date 20260204 Time 09:56 Location (Street Name and number) 805 E. Lincoln Locality Clinton, MO

Further Location details _____ Upstream Manhole Number 313110 Rim to Invert _____ Grade to Invert _____ Rim to Grade _____

Downstream Manhole Number 313100 Rim to Invert _____ Grade to Invert _____ Rim to Grade _____ Use of Sewer Sanitary Direction Downstream Flow Control _____ Height 15

Width 15 Shape Circular Material VCP Ln. Method _____ Pipe Joint Length _____ Total Length 469 Length Surveyed 469.3 Year Laid _____ Year Rehabilitated _____ Tape / Media Number _____

Purpose F Sewer Category A Pre-Cleaning No Pre-Cleaning Cleaned _____ Weather Dry Additional Information _____

Distance (Feet)	Code		Continuous defect	Value			Joint	Circumferential Location		Image Ref.	Struct. Grade	O&M Grade	Remarks	
	Group/ Descriptor	Modifier/ severity		S/M/L	Inches			%	At / From					To
					1st	2nd								
0.0	AMH					15							Starting Manhole: 313110	
0.0	MWL													
13.4	RB		S01			55	J	9	3					
17.4	B		S02				J	12	12					
92.7	D					25					5			
162.7	RB		F01			55	J	9	3		4x30			
177.9	TF	C		6				9					CAPPED	
180.6	TF	C		6				3					CAPPED	
212.3	D					25					5			
263.6	RM		S03			25	J	8	4					
276.4	TF	C		6				9					CAPPED	
278.8	TF	C		6				3					CAPPED	
301.4	RM		F03			25	J	8	4		3x8			
340.8	RB					90	J	10			4		root cut	
404.4	B		F02					12	12		5x77			
434.6	B		S04				J	12	12					
465.0	B		F04					12	12		5x6			
469.3	AMH												Ending Manhole: 313100	



Surveyors name
Certificate Number
System Owner
Survey Customer
Drainage Area
Sheet

P/O No.
Pipeline Segment Reference
Date
Time
Location (Street Name and number)
Locality

Further Location details
Upstream Manhole Number
Rim to Invert
Grade to Invert
Rim to Grade

Downstream Manhole Number
Rim to Invert
Grade to Invert
Rim to Grade
Use of Sewer
Direction
Flow Control
Height

Width
Shape
Material
Ln. Method
Pipe Joint Length
Total Length
Length Surveyed
Year Laid
Year Rehabilitated
Tape / Media Number

Purpose
Sewer Category
Pre-Cleaning
Cleaned
Weather
Additional Information

Distance (Feet)	Code		Continuous defect	Value			Joint	Circumferential Location		Image Ref.	Struct. Grade	O&M Grade	Remarks	
	Group/ Descriptor	Modifier/ severity		S/M/L	Inches			%	At / From					To
					1st	2nd								

Segment	Structural									O & M						Overall								
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Rating	Quick	Index	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Rating	Quick	Index	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Rating	Quick	Index
313110 to 313100 1	0	0	0	0	425	425	5P00	5.0	0	0	24	124	0	148	4E38	3.8	0	0	24	124	425	573	5P4E	4.6



PACP Inspection Report

Upstream MH 313110	Downstream MH 313100	Size 15	Material Vitrified Clay Pipe	Total Length 469	City Clinton, MO
Surveyor's Name Tyson Rathert	Certificate Number U-810-11195	Street Address 805 E. Lincoln		Location Details	
Direction Downstream	Purpose Routine Assessment	Weather Dry	Date 20260204	Time 09:56	Length Surveyed 469.3
Additional Information					

Ftg.	Code	Description	Position	Comment
0.0	AMH	Access Point - Manhole		Starting Manhole: 313110
0.0	MWL	Water Level		
13.4	RBJ	Roots, Ball, Joint	9 to 3	
17.4	B	Pipe Broken	12 to 12	
92.7	D	Pipe Deformed		
162.7	RBJ	Roots, Ball, Joint	9 to 3	
177.9	TFC	Tap, Factory Made: Capped	9	CAPPED
180.6	TFC	Tap, Factory Made: Capped	3	CAPPED
212.3	D	Pipe Deformed		
263.6	RMJ	Roots, Medium, Joint	8 to 4	
276.4	TFC	Tap, Factory Made: Capped	9	CAPPED
278.8	TFC	Tap, Factory Made: Capped	3	CAPPED
301.4	RMJ	Roots, Medium, Joint	8 to 4	
340.8	RBJ	Roots, Ball, Joint	10	root cut
404.4	B	Pipe Broken	12 to 12	
434.6	B	Pipe Broken	12 to 12	
465.0	B	Pipe Broken	12 to 12	
469.3	AMH	Access Point - Manhole		Ending Manhole: 313100



Incident Snapshot Report

Upstream MH 313110	Downstream MH 313100	Size 15	Material Vitrified Clay Pipe	Total Length 469	City Clinton, MO
Surveyor's Name Tyson Rathert	Certificate Number U-810-11195	Street Address 805 E. Lincoln		Location Details	
Direction Downstream	Purpose Routine Assessment	Weather Dry	Date 20260204	Time 09:56	Length Surveyed 469.3
Additional Information					



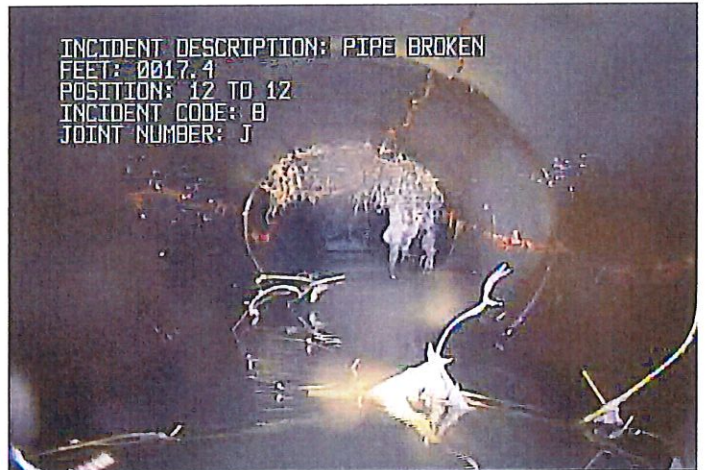
AMH - Access Point - Manhole @ 0.0 ft.
Starting Manhole: 313110



MWL - Water Level @ 0.0 ft.



RBJ - Roots, Ball, Joint @ 13.4 ft.



B - Pipe Broken @ 17.4 ft.

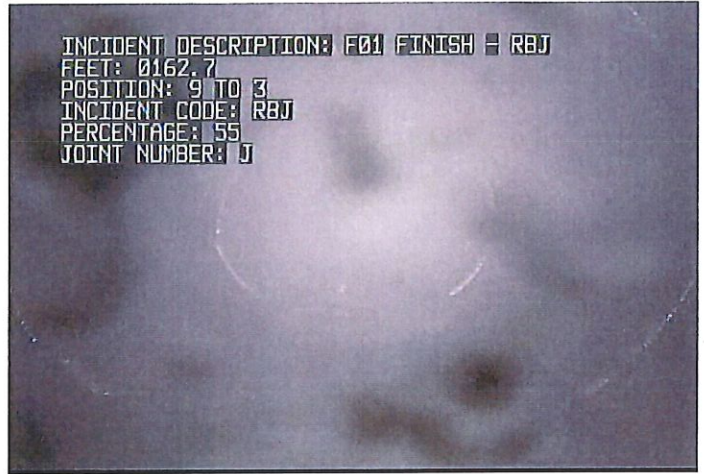


Incident Snapshot Report

Upstream MH 313110	Downstream MH 313100	Size 15	Material Vitrified Clay Pipe	Total Length 469	City Clinton, MO
Surveyor's Name Tyson Rathert	Certificate Number U-810-11195	Street Address 805 E. Lincoln		Location Details	
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Additional Information					



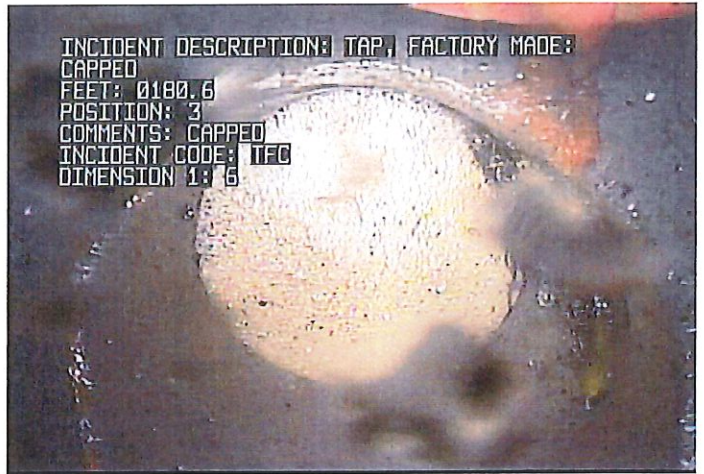
D - Pipe Deformed @ 92.7 ft.



RBJ - Roots, Ball, Joint @ 162.7 ft.



TFC - Tap, Factory Made: Capped @ 177.9 ft. CAPPED

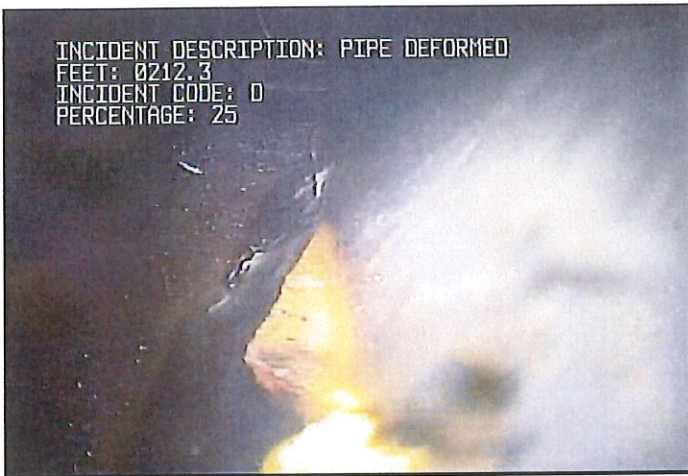


TFC - Tap, Factory Made: Capped @ 180.6 ft. CAPPED

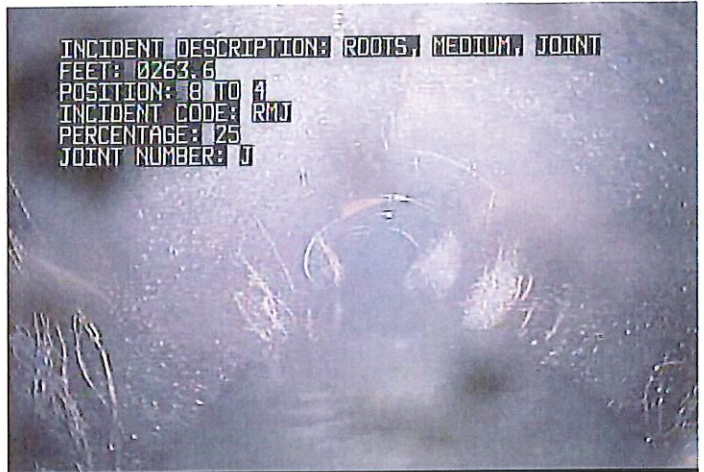


Incident Snapshot Report

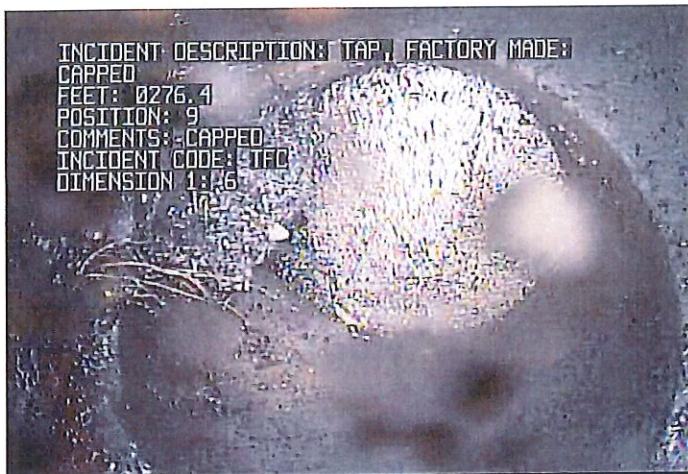
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Surveyor's Name Tyson Rathert	Certificate Number U-810-11195	Street Address 805 E. Lincoln		Location Details	
Direction Downstream	Purpose Routine Assessment	Weather Dry	Date 20260204	Time 09:56	Length Surveyed 469.3
Additional Information					



D - Pipe Deformed @ 212.3 ft.



RMJ - Roots, Medium, Joint @ 263.6 ft.



TFC - Tap, Factory Made: Capped @ 276.4 ft. CAPPED



TFC - Tap, Factory Made: Capped @ 278.8 ft. CAPPED



Incident Snapshot Report

Upstream MH 313110	Downstream MH 313100	Size 15	Material Vitrified Clay Pipe	Total Length 469	City Clinton, MO
Surveyor's Name Tyson Rathert	Certificate Number U-810-11195	Street Address 805 E. Lincoln		Location Details	
Direction Downstream	Purpose Routine Assessment	Weather Dry	Date 20260204	Time 09:56	Length Surveyed 469.3
Additional Information					



RMJ - Roots, Medium, Joint @ 301.4 ft.



RBJ - Roots, Ball, Joint @ 340.8 ft. root cut



B - Pipe Broken @ 404.4 ft.



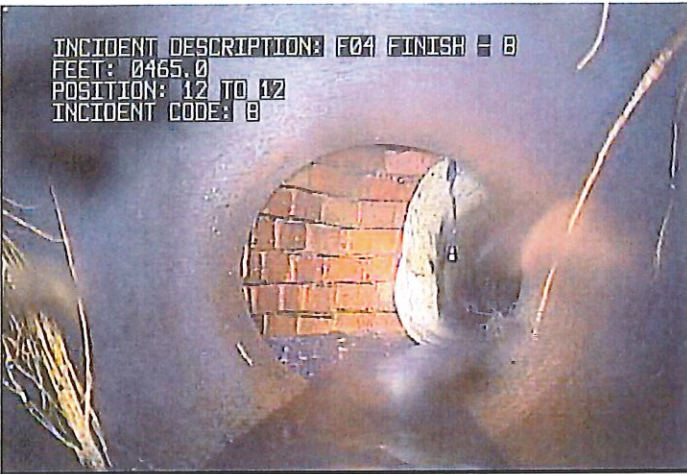
B - Pipe Broken @ 434.6 ft.



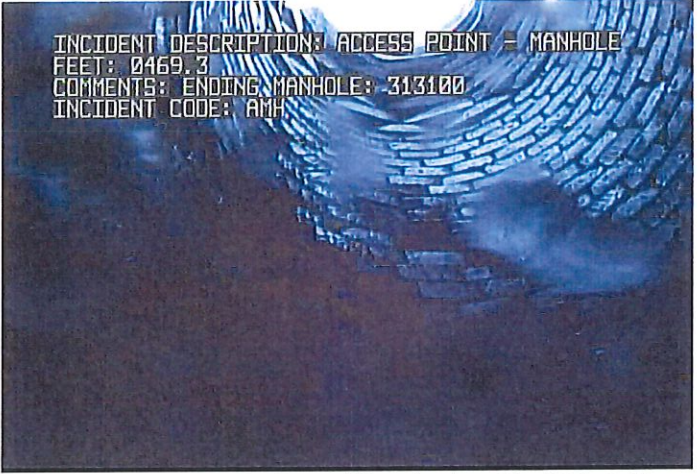
Incident Snapshot Report

Upstream MH 313110	Downstream MH 313100	Size 15	Material Vitrified Clay Pipe	Total Length 469	City Clinton, MO
Surveyor's Name Tyson Rathert	Certificate Number U-810-11195	Street Address 805 E. Lincoln		Location Details	
Direction Downstream	Purpose Routine Assessment	Weather Dry	Date 20260204	Time 09:56	Length Surveyed 469.3

Additional Information



B - Pipe Broken @ 465.0 ft.



AMH - Access Point - Manhole @ 469.3 ft.
Ending Manhole: 313100

Date of Issuance: **April 8, 2026**
 Owner: **City of Clinton, Missouri**
 Contractor: **David E. Ross Construction Co.**
 Engineer: **Garver LLC**
 Project: **TO 13 Clinton WWTP Improvements**

Effective Date: **April 8, 2026**
 Owner's Contract No.: **NA**
 Contractor's Project No.: **NA**
 Engineer's Project No.: **10140680**
 Contract Name: **NA**

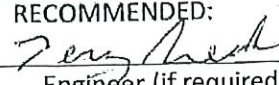
The Contract is modified as follows upon execution of this Change Order:

Description: This Change Order is for the purchase of Bar Screen and Grit Removal Equipment to replace the existing equipment which has reached the end of its useful existing life. See attached proposal letter dated March 12, 2026 for the equipment to be provided. An additional change order will be forth coming to cover the costs for installing the equipment purchased via this change order, after the completion of the final design based on the equipment purchased.

The cost for this change order is \$537,410.95

Attachments: Ross Construction Letter proposal dated March 12, 2026

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 4,123,800.00	Original Contract Times: Substantial Completion: <u>420 days – 12/13/2025</u> Ready for Final Payment: <u>450 days – 1/12/2026</u>
Decrease from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 139,737.12	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>300 days</u> Ready for Final Payment: <u>300 days</u>
Contract Price prior to this Change Order: \$ 3,984,062.88	Contract Times prior to this Change Order: Substantial Completion: <u>720 days – 10/9/2026</u> Ready for Final Payment: <u>750 days – 11/8/2026</u>
Increase of this Change Order: \$ 537,410.95	Increase of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ 4,521,473.83	Contract Times with all approved Change Orders: Substantial Completion: <u>720 days – 10/9/2026</u> Ready for Final Payment: <u>750 days – 11/8/2026</u>

RECOMMENDED:
 By: 
 Title: Engineer
 Date: March 30, 2026

ACCEPTED:
 By: _____
 Title: Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: _____
 Title: Contractor (Authorized Signature)
 Date: _____

ROSS CONSTRUCTION

Engineers & Contractors

March 12, 2026

Terry Leeds, P.E.
Garver USA
KC Metro & Missouri Water Team Leader
Kansas City, MO

Subject: CPR-04 Clinton WWTP Screening and Grit Removal Improvements

This letter is in reference to providing costs for the Equipment only at this time for the Screening and Grit Removal Improvements at the existing Headworks structure. Our costs are as follows.

1. Costs for Kusters Screen, Kusters Grit Removal, and Gorman Rupp Grit Pump.

OTC Industrial Technologies - Kuster's Scope: Includes 3 Year Warranty

Kuster Screen, Washing Compactor Grit System with Gorman Rupp Pump	\$ 462,687.00
Ross Construction OH&P(15%)	\$ 69,403.05
Subcontractors	\$ -
Ross Construction OH&P(5%)	\$ -
Ross Labor - 0 hours @ \$100	\$ -
Ross Supervision - 0 hours @ \$108	\$ -
Subtotal	\$ 532,090.05
Bond(1%)	\$ 5,320.90
Total Cost	\$ 537,410.95

Option 1:

Furnish (1) Wemco Pump in lieu of (1) Gorman Rupp Pump.... Add \$30,857.57.

Note: Wemco does not come with a heater option. Garver shall design cold weather protection such as adding hatch, heater, etc.

This Proposal is good for 30 days.

Clarifications:

1. Based on 50% Design Drawings and Specifications.
2. Excludes any design changes or associated costs for Owner-selected Equipment.
2. Excludes and any concrete, electrical, piping, etc.
3. Excludes any unloading, storage, or installation.

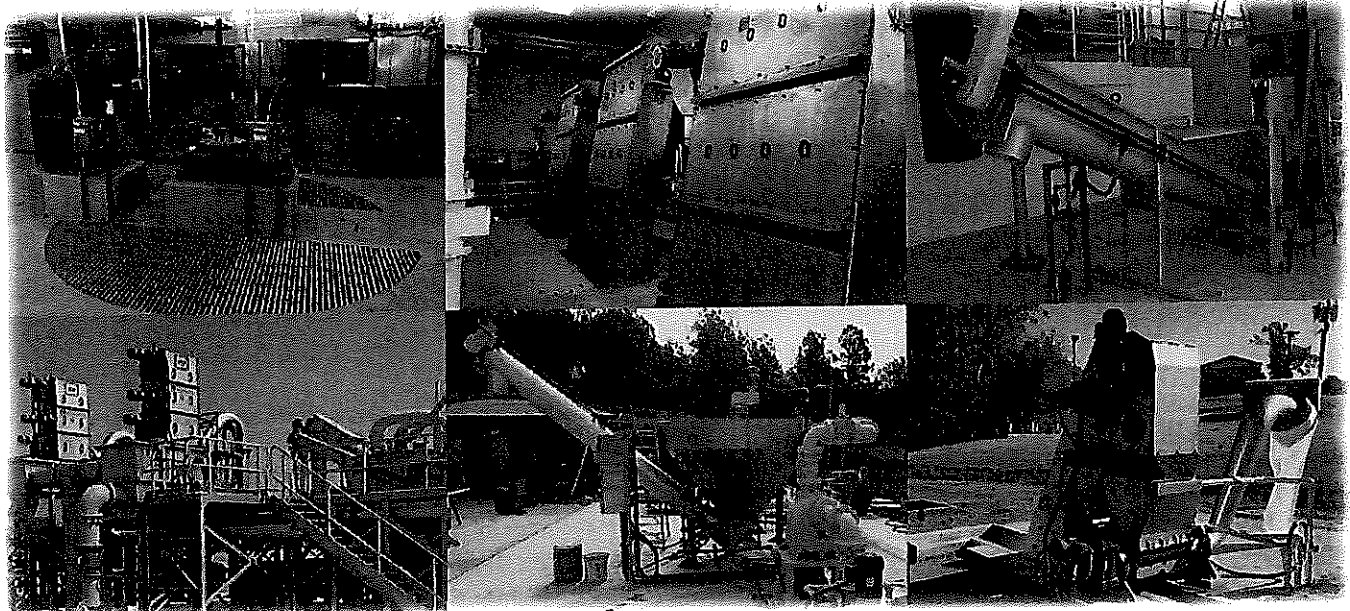
10201 E. 75th Street, Raytown MO 64138-2333

www.derossconstruction.com

816.737.2953 • Fax 816.737.2735



Manufacture. Quality. Solutions.
Kusters Water Division



Equipment Proposal

Quote Number: KW/111525/GK_Rev. 2

March 11, 2026

To:
Mr. Kaleb Belcher

Project:
Clinton, MO

Engineer:
Garver

Represented by:
JCI Industries
Mark Swendrowski
816-525-3320

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA
mailing address
P.O. Box 6128

Spartanburg • SC 29301 • USA
☎ +1 864 576-0660
www.zimacorp.com/water
www.kusterswater.com



Registered to
ISO 9001

dependable, cost-effective solutions for water and wastewater treatment
Headworks | Biological | Clarification | Thickening | Biosolids | Odor Control

Design Criteria (Each)

Maximum Flow:	12.0 MGD
Channel Width:	4.0 ft
Channel Depth:	6.0 ft
Bar Spacing:	6 mm
Downstream Water Level at Maximum Flow:	1.44 ft
Headloss at Maximum Flow:	4.78 in.
Headloss at Maximum Flow and 30% Blinding:	8.48 in.
Maximum Upstream Water Level:	2.1 ft.
Screen Discharge Height:	5.0 ft
Screen Incline from Horizontal:	75°
Screen Motor Horsepower:	2.0 HP
Rake Speed:	15 - 30 ft/min.
Side Frame Material / Thickness:	304L Stainless Steel / 3/16 in.
Roller Track Material / Thickness:	304L Stainless Steel / 3/16 in.
Dead Plate Material / Thickness:	304L Stainless Steel / 3/16 in.
Sprocket/Guide Material:	316 Stainless Steel
Chain Material:	304 Stainless Steel
Bar Material:	304L Stainless Steel
Bar Dimensions:	6 mm x 3 mm x 40 mm
Removable Front Covers Material:	304L Stainless Steel
Operational Environment:	Class 1, Div. 2
Operational Voltage:	460V/3ph/60Hz
Fastener Material:	304 stainless steel
Anchor Bolts Material:	304 stainless steel

Included Options

Cold Weather Protection
Pivot Stand

Instruments

Level Elements

Item	Quantity
Vega VEGAPULS C 21 Radar	2

Float Switches

Item	Quantity
Conery 2900 Series B8 (Non-Mercury)	1

Strainer Material:	316 Stainless Steel Body, SS Screen
Motor Horsepower:	2 HP
Operational Environment:	Class 1, Div. 2
Operational Voltage:	460V/3ph/60Hz
Fasteners Material:	304 Stainless steel
Anchor Bolts Material:	304 Stainless steel

Included Options

Cold Weather Protection for Compactor Body including:

- Heat Tracing
- Insulation
- 304L Stainless Steel cladding
- Control Thermostat

Cold Weather Protection for Discharge Pipe including;

- Heat Tracing
- Insulation
- 304L Stainless Steel cladding
- Control Thermostat

Bagging Unit

Controls

Wall Mount Enclosure - NEMA 4X, 304 Stainless Steel

Quantity: 1

Included Components

Control Transformer

Allen Bradley Micro 850 PLC

Allen-Bradley PanelView 7" Touchscreen

Yaskawa VFD

All required operators and indicators mounted to enclosure front

All required relays and timers

Local Control Station(s) - NEMA 7, Cast Aluminum with all required operators

Scour/Fluidizing Water Flow Rate:	40 - 60 gpm @ 40 psig
Ball Valve Material:	Bronze Body, SS Ball
Solenoid Valve Material:	Bronze
Strainer Material:	316 Stainless Steel Body, SS Screen
Operational Environment:	Class 1, Div. 2
Operational Voltage:	460V/3ph/60Hz
Fasteners Material:	304 Stainless Steel
Anchor Bolts Material:	304 Stainless Steel

Included Options

4" Manual Plug Valve with Wrench Operator

Grit Pump

Gorman Rupp Model T4C71SC-B/F Self Priming Grit Pump

Quantity: 1



Design Criteria (Each)

Peak Design Flow:	250 GPM
TDH:	25 ft
Inlet and Outlet Connection:	4 in. Flanged
Grit Pump Stand Material:	A36 Steel
Pump Casing:	Gray Iron 30
Impeller and Seal Plate:	G-R Hard Iron (ADI)
Impeller Shaft:	4150 Alloy steel
Shaft Seal:	Tungsten Titanium Carbide Seal
Wear Plate:	Hardened Alloy Steel (ADI)
Elastomers:	Viton
Cage and Spring:	Stainless Steel
O-rings:	Buna-N
Gaskets:	Compressed Synthetic Fiber
Motor Horsepower:	5 HP
Operational Environment:	Class 1, Div. 2
Operational Voltage:	460V/3ph/60Hz
Fasteners Material:	304 Stainless Steel
Anchor Bolts Material:	304 Stainless Steel

Cover Material:	304L Stainless Steel
Cover Type:	Solid
Cyclone Model:	Krebs D10LB
Cyclone Body Material:	Steel & Aluminum
Cyclone Liner Material:	Neoprene
Cyclone Inlet:	4 in. Flanged
Cyclone Outlet:	6 in. Flanged
Motor Horsepower:	1.0 HP
Operational Environment:	Class 1, Div. 2
Operational Voltage:	460V/3ph/60Hz
Fasteners Material:	304 Stainless Steel
Anchor Bolts Material:	304 Stainless Steel

Included Options

Bagging Unit	
Wear Shoes Attached to Screw Flights	
- Wear Shoe Material	UHMWPE
Cold Weather Protection	

Controls

Wall Mount Enclosure - NEMA 4X, 304 Stainless Steel

Quantity: 1

Included Components

- Control Transformer
- Allen Bradley Micro 850 PLC
- Allen-Bradley PanelView 7" Touchscreen
- All required operators and indicators mounted to enclosure front
- All required relays and timers
- Local Control Station(s) - NEMA 7, Cast Aluminum with all required operators

Payment Terms, NET 30 days, invoiced as follows:

Submittal approval	20%
Delivery to site	75%
Completion of start-up and training or 120 days from delivery, whichever occurs first	5%
Note: 1-1/2% interest charges per month for late amounts due	

Schedule (Estimated)

Submittals, from acceptance of order	8 - 10 weeks
Delivery, from receipt of signed approvals	16 - 18 weeks

Warranty

12 months from equipment start up or 18 months after delivery, whichever occurs first
 36 months from date of shipment, for all *ProTechtor*® products

Purchase Orders

All purchase orders are to be issued, and mailed to:

Zima Corporation,
 Kusters Water Division
 P.O. 6128
 Spartanburg, SC 29304

Please provide a copy of your tax exempt or direct pay certificate, project contact, and a copy of the project payment bond with your purchase order.

Damages

Zima Corporation will not consider the addition of liquidated consequential or incidental damages to our contract unless it has been specifically identified and negotiated prior to the bid. Zima Corporation's equipment supply contract will not be tied to the General Contractor's overall contract, and our delivery commitments shall be as stated in this proposal.

Bonding

Bonding or bonding expenses are not included in this proposal and will not be considered unless specifically identified and authorized by Zima Corporation prior to the bid.

**ZIMA CORPORATION (ZC)
CONDITIONS OF SALE**

1. CONTRACT

All terms and conditions of this CONTRACT are fully set forth herein and no agent, employee, representative or other party is authorized to bind the Seller by any agreement or warranty not expressed herein. If any terms and conditions of subsequent orders are in addition to or inconsistent with the terms and conditions herein expressed, such terms will not be binding upon the Seller unless they are expressly accepted in writing by the Seller.

2. QUOTATIONS

- (a) Prices indicated on our quotations are valid 30 days, unless indicated otherwise. All Federal, State and local taxes, including any tariffs, are the responsibility of the Buyer.
- (b) Our quotations are not legally binding until we have received and executed a Purchase Order and issued a written ZC Order Confirmation.
- (c) Surety bonds, or bonding expenses, are not included by ZC and will not be considered unless specifically identified and authorized by KZC. If bonding is required, all costs will be paid by the Buyer in addition to the quoted equipment price.
- (d) Pricing includes general liability policy with \$1 million per occurrence, \$ 2 million aggregate, and \$ 4 million umbrella. If higher limit(s) is required, all costs will be paid by the Buyer in addition to the quoted equipment price.

3. DELIVERY

- (a) Delivery periods and dates quoted are approximate, unless otherwise stated in the Purchase Order and ZC Order Confirmation.
- (b) Shipping Terms: All equipment will be shipped at the risk of the Buyer FOB shipping point or Ex Works, as indicated in the ZC Proposal. Incidental costs for unloading, delivery, and installation of equipment in the Buyer's plant shall be paid by the Buyer. Seller is not responsible for any loss after shipment, including delays of carrier, damage to equipment in transit, or otherwise, regardless of delivery terms, so long as the carrier has receipted for the goods in good order.
- (c) Storage, delay charges and similar costs incurred because Buyer does not immediately accept delivery are Buyer's responsibility.
- (d) Seller may postpone delivery (1) in case Buyer fails to pay as agreed; (2) if Buyer fails to provide necessary technical information; (3) if Buyer fails to abide by the terms of our Order Confirmation; (4) on account of delay in receipt of necessary materials, parts or equipment; or (5) in case of force majeure, including strikes, lockouts, fire, adverse weather, state of war, etc.

4. SECURITY

- (a) Seller reserves a purchase money security interest and vendor's lien on all goods until the purchase price is paid in full, and Buyer may not sell, pledge or mortgage the goods until payment has been made in full. Buyer authorizes Seller to record a copy or signed original of this Contract as a financing statement pursuant to SC Code 36-9-402, and Buyer agrees to sign any other document reasonably requested by Seller to perfect or to continue perfection of the security interest granted herein.
- (b) Credit approval - shipment, delivery, and performance of work shall always be subject to the approval of the Seller's Credit Department. If the Buyer should fail to pay according to terms; or if in the opinion of the Seller, the financial condition of the Buyer at any time should become impaired, the Seller reserves the right, without prejudice to any claims for damage or otherwise, to withhold shipment or suspend performance of its obligations hereunder, until receipt of payment upon terms and conditions satisfactory with Seller.

5. DAMAGES

Zima Corporation will not consider the addition of incidental, consequential or liquidated damages to our contract unless it has been specifically identified and negotiated prior to the bid.

6. EXTENT OF SELLER'S WARRANTY

- (a) Subject to Subparagraphs (b) and (d), below, all equipment shall be covered by ZC's standard warranty as identified in the ZC proposal and written order confirmation. Our obligation under this warranty is strictly limited to repair or replacement, without charge F.O.B. our works, of any defective parts. WE MAKE NO WARRANTY WHATSOEVER FOR equipment or materials supplied that are not of our manufacture, which shall carry only the supplier's warranty. Replacement parts supplied under this provision will be credited only upon receipt F.O.B. our works of the defective parts.
- (b) Improper use, installation, modification or alteration of the equipment by the Buyer will void the above warranty.
- (c) WE WILL NOT BE RESPONSIBLE FOR INDIRECT OR RESULTING DAMAGES SUCH AS PRODUCTION LOSSES, LOSS OF PROFITS, TRADING LOSSES, LOSS OF GOOD WILL OR REPUTATION SUFFERED BY THE BUYER, THIRD PARTIES, NOR FOR PUNITIVE DAMAGES.
- (d) ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

7. PAYMENT

- (a) Payment terms are set forth in the Quotation/Order Confirmation and are not contingent upon testing or performance of equipment. Each shipment will be invoiced as shipped and each invoice settled per terms specified. All payments shall be made in United States funds, free of expense to the Seller for collection charges. If in the opinion of the Seller, shipments are delayed unreasonably by the Buyer, the Seller shall have the right to render an invoice for equipment ready for shipment.
- (b) All payments not received on the due date shall bear interest at 1.5% per month; in the event of suit for collection against the Buyer, Seller shall be entitled to recover attorney's fees, court costs and other expenses.

8. CANCELLATION

No purchase order may be canceled after acceptance of our Order Confirmation except in the discretion of the Seller, in which case the Buyer shall be required to pay for all costs and expenses incurred by the Seller in the performance of the work through the date of cancellation, plus a fee of no less than fifteen percent (15%).

9. ERECTION

- (a) Unless specifically included in our Order Confirmation charges for erectors and erection supervisors are not part of the equipment price.
- (b) At the Buyer's request, we will assist the Buyer in arranging for an erection supervisor at our normal rates.

10. NO ALTERATION OF SAFETY DEVICES

Buyer understands and agrees that no safety devices or equipment, or safety labels or warnings are to be altered or removed from the equipment without first obtaining our written permission to do so. Should any such devices, equipment, labels or warnings be altered or removed, Buyer shall be solely responsible for any injuries, damage or loss resulting therefrom, and agrees to indemnify and save Seller harmless of and from all claims, demands, suits, and/or losses, including attorney's fees, resulting from such removal or alteration.

11. LAW

This contract is governed by the substantive laws of the State of South Carolina, excluding, however, its principles governing the conflicts of laws.

12. DISPUTES

All disputes will be settled exclusively by arbitration at Spartanburg, South Carolina in accordance with the Commercial Arbitration rules of the American Arbitration Association and the Federal Arbitration Act; the parties expressly agree that the South Carolina Arbitration Act and notice provisions thereof shall not apply to this Contract.

13. RESPONSIBILITIES OF THE BUYER

The Buyer is to furnish and install the following in addition to any items previously mentioned herein: (1) Buyer is to provide suitable foundations or building floor strength to maintain machinery in level position (2) all necessary labor for erection of the equipment (erection supervision will be supplied at Customer expense) (3) permits, pollution controls, and other approvals such as may be required by insurance or Governmental Agencies (4) necessary guards for the exposed moving parts of the machine in accordance with the laws of the state in which the machine is to be located (5) the necessary piping, including material and labor for gas, air, hydraulic, water and steam feed and drain lines (6) exhaust ductwork with suitable dampers from exhaust outlets to out-of-doors (7) all electric power wiring including material and labor from and to the starters, motors, and control elements, plus disconnect switches as required (8) all starters and controls not specifically included (9) provisions for duststuff and chemical preparation including tanks, piping, pumps, instrumentation, structural platforms, hoist or elevator, etc. (10) all necessary utilities such as forklift trucks, welding equipment, elevators, and cranes where necessary for the installation of the equipment, (11) all drawings furnished by us will remain our property.

KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

March 24, 2026

CLINTON PARKS AND RECREATION
1004 E Sedalia Ave
Clinton, 64735-1798

ATTN: John McClendon

Re: Clinton Community Jack Packing and CPU Board

Dear John McClendon,

The safety, performance and reliability of your vertical transportation equipment are important to us. We understand the value of the equipment to your building and know that the following areas are important to you:

- Passenger and employee safety
- Code compliance
- Performance and reliability
- Accessibility
- Aesthetics
- Eco-efficiency

Therefore, based on our detailed equipment evaluation, we thank you for the opportunity to submit the following proposal to you which will help improve your equipment in one or more of the above areas. Our trained service technicians will follow proven performance procedures to perform the recommended work in a safe, professional manner designed specifically for each piece of equipment.

Upon your approval, please sign and return the following proposal to our local Branch Office for processing.

Should you have any questions regarding this agreement, or if we can be of any further assistance, please contact me at 816-527-3815.

Sincerely,

Maggie Viles
Sr. Sales Consultant
KONE Inc.





Clinton Wastewater Treatment Plant Screening and Grit Removal Improvements

Preliminary Design Report

PREPARED FOR

City of Clinton

March 2025



City of
Clinton
MISSOURI

Design Information Memorandum

No. 0 – Executive Summary

Clinton Wastewater Treatment Plant Screening and Grit Removal Improvements

Clinton, MO

Prepared by:



7509 NW Tiffany Springs Parkway Suite 200

Kansas City, MO 64153

March 2025

Garver Project No. W34-2402345



Engineer's Certification

I hereby certify that the following Design Information Memoranda (DIMs) associated with the Clinton Wastewater Treatment Plant (WWTP) Screening and Grit Removal Improvements were prepared under my direct supervision.

Title	Responsibility
DIM 1 – Overall Design Criteria	Kaleb Belcher, PE
DIM 2 – Influent Screening	Kaleb Belcher, PE
DIM 3 – Grit Removal	Kaleb Belcher, PE

A handwritten signature in blue ink that reads "Kaleb Belcher".

Kaleb Belcher, PE





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List of Design Information Memoranda

- DIM 1 – Overall Design Criteria
- DIM 2 – Influent Screening
- DIM 3 – Grit Removal





List of Acronyms

Acronym	Definition
3-D	3-Dimensional
AADF	Annual Average Daily Flow
cu. ft/hr	Cubic Feet per Hour
DIM	Design Information Memorandum
ft	Feet
gpm	Gallons per Minute
hr	Hour
IPS	Influent Pump Station
MCC	Motor Control Center
MDNR	Missouri Department of Natural Resources
MG	Million Gallons
MGD	Million Gallons per Day
mg/L	Milligrams per Liter
No.	Number
NPDES	National Pollutant Discharge Elimination System
NPW	Non-Potable Water
OPCC	Opinion of Probable Construction Costs
PDF	Peak Day Flow
PDR	Preliminary Design Report
PFD	Process Flow Diagram
PLC	Programmable Logic Controller
SCADA	Supervisory Control and Data Acquisition
WWTP	Wastewater Treatment Plant



1.0 Executive Summary

Garver is currently providing design of the Clinton wastewater treatment plant (WWTP) screening and grit removal improvements. The project will provide new screening and grit removal equipment capable of treating a design annual average daily flow (AADF) of 2 million gallons per day (MGD). Based on the headworks facility's existing configuration, the new screen will also have a design peak flow of 12 MGD, whereas the new grit removal system will have a design peak flow of 7 MGD. This is due to the peak flow shaving that occurs in the adjacent channel as flow is transferred from the screen channel to the grit removal channel.

Design Information Memoranda (DIMs) have been developed as part of the preliminary design efforts to document the findings and recommendations for the mechanical screen and grit removal system design. The DIMs developed for the Clinton WWTP are listed in Table ES-1 and can be found as appendices to this executive summary.

Table ES-1: List of DIMs Developed for Design at the Clinton WWTP

DIM No.	Title	DIM Focus
DIM No. 1	Overall Design Criteria	<ul style="list-style-type: none"> Provides an overall discussion of the project focus Defines the overall design criteria for the plant including design flows
DIM No. 2	Influent Screening	<ul style="list-style-type: none"> Discussion and design criteria specific to the mechanical screen Process control description Any additional information relevant to making decisions on the facility
DIM No. 3	Grit Removal	<ul style="list-style-type: none"> Discussion and design criteria specific to the grit removal system Process control description Evaluate replacement of existing grit removal equipment versus a new Pista grit facility versus a new stacked tray grit removal system.

2.0 Proposed Improvements

The Clinton Screening and Grit Removal Improvements Design will include:

- o Replacement of Existing Screen:
 - Remove and replace existing mechanical screen with a new mechanical screen and washer compactor.
 - Remove and replace existing screening control panel. Radio panel to be removed. Hardwire proposed control panel back to plant SCADA system in administration building.
 - Install new heat trace around screening system to prevent freezing of screening equipment.
 - Re-program SCADA system and operator display graphics to properly reflect the proposed screening equipment.
- o Grit Removal Improvements:
 - Remove the existing chain and scraper grit removal system.
 - Construct new vortex removal system adjacent to the existing headworks facility, which will feature a grit pump, grit classifier, and a grit chamber with a paddle mixer.
 - Install new slide gates to provide isolation options for the new grit removal system.
 - Remove and replace existing grit control panel. Hardwire back to plant SCADA system in administration building.
 - Re-program SCADA system and operator display graphics to properly reflect the proposed grit removal equipment.

Table ES-2 details the opinion of probably construction cost (OPCC) for the proposed screening and grit removal systems. As shown, the estimated OPCC for completion of the proposed improvements is approximately \$2.9 Million in 2024 US dollars, escalated to the midpoint of construction. The actual construction costs will also depend on future market conditions at the time of implementation.

Table ES-2: Preliminary Design OPCC Comparison

Facility No.	Facility Name	30% Estimate
10	Influent Screening	\$1.1 Million
15	Grit Removal	\$1.7 Million
Subtotal Estimated Lump Sum Work		\$2.8 Million
Escalation of Cost to Midpoint Construction		\$112,000
Construction Subtotal		\$2.9 Million

CO #4 is a part of this.



OUR MISSION

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

Alliance Water Resources, Inc.

206 S. Keene St.
Columbia, MO
65201

(573) 874-8080

OPERATIONS REPORT – CLINTON DIVISION

Jan 2026

Wastewater Treatment Plant Operations & Maintenance

- Recorded .56 inches of rain and 5.5 inches of snow
- Treated an average of 0.95 million gallons of wastewater per day
- Evaluated grinding issues on the west sludge basin aerator, identified a probable bearing failure, and coordinated motor replacement
- Installed new motor for west sludge basin aerator, resumed sludge pressing operations, and sent the failed motor out for warranty repair
- AA Mechanical repaired both shop heaters in the VacCon sewer truck bay, ensuring equipment readiness for emergency response
- Installed temporary spray bars in both clarifiers to prevent ice accumulation and protect equipment
- Completed and/or submitted annual Biosolids, I&I, EOP, and Stormwater Reports
- Initiated preventive maintenance on five generators in-house

Collection System Operations & Maintenance

- Conducted 114 sewer line locates
- Continued easement clearing operations, reaching approximately 90% completion for the month
- Identified and removed a blockage from Pump #1 at the Calvird Lift Station
- City Council approved \$150,000 for easement clearing, manhole rehabilitation, CCTV inspections, and procurement of a new motor

Other

- This month's safety meeting was held on Jan 27th, the topic was Lab Safety



OPERATIONS REPORT – CLINTON DIVISION

Budgetary – Contract Year to Date through the end of Jan 2026

Description	Annual Budget	Actual Year to Date	Actual as % of Budget
Repair Expense	\$60,000	\$37,229	62%
Chemical Expense	\$30,000	\$10,620	35%

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	7.2 Min – 7.5 Max Reported Monthly Avg. 7.3	6.5 Min – 9.0 Max
Total Suspended Solids (TSS)	4.3 mg/L	20 mg/L monthly average
TSS % Removal	97%	85%
Biochemical Oxygen Demand (BOD)	2.9 mg/L	20 mg/L monthly average
BOD % Removal	98%	85%
Ammonia	.30 mg/L	3.4 mg/L monthly average
E. Coli (Apr 1 – Oct 31)	N/A lb total N/A lb average	126 lb/100 mL monthly average
Oil & Grease	<5.0 mg/L	Monitoring Only (quarterly)
Total Phosphorus	.516 mg/L	1.0 mg/L annual average
Total Nitrogen	1.9 mg/L	Monitoring Only (quarterly)
Upstream Monitoring Total Phosphorus	1.83 mg/L	Monitoring Only (quarterly)
Upstream Monitoring Total Nitrogen	13 mg/L	Monitoring Only (quarterly)
Whole Efficiency Toxicity	N/A	Monitoring Only (annually)
Influent Flow	Avg daily flow—.54 MGD Total—16.89 MG	Design—2.0 MGD YTD—16.89 MG

Biosolids

	Jan Total (tons)	2026 Total (tons)
Hauled sludge	97	97



OPERATIONS REPORT – CLINTON DIVISION

Feb 2026

OUR MISSION

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

Alliance Water Resources, Inc.

206 S. Keene St.
Columbia, MO
65201

(573) 874-8080
Other
Other

Wastewater Treatment Plant Operations & Maintenance

- Recorded 1.66 inches of rain and no snowfall
- Treated an average of 0.92 million gallons of wastewater per day
- Replaced a three-month-old air cylinder on the sludge press and retained the failed unit for rebuild as a backup
- Effluent pump sampler needed weld repair after it was damaged while being reseated on the guide rail system
- Received blowers for the east sludge basin
- Removed the recently installed west sludge basin motor after finding the diffuser had shifted and multiple components had failed; a new diffuser was ordered, and the unit was temporarily returned to service pending replacement
- The WWTP shutdown was completed successfully as Max Electric transferred power to the new panels, ATS, and generator; although the outage exceeded the planned duration by two hours, no citywide overflow occurred
- Ross Construction advised that west sludge basin repairs are now scheduled to begin in July rather than April
- Six Triton Aerators were installed, and one unit was identified for manufacturer follow-up due to excessive vibration
- Max Electric installed VFDs and a control panel for the east sludge basin
- Staff continued addressing RAS/WAS pump impeller blockages associated with changed mixing conditions after rotor removal from the oxidation ditches

Collection System Operations & Maintenance

- Restored service to Montgomery Lift Station generator by installing a new block heater
- Updated GeoSync mapping for basins, force mains, and CIPP mains
- Rodgers Earthworks identified an additional 400 feet of sewer main requiring approval for revised easement clearing quantities for the price of \$3994.00.
- Responded to four customer sewer backups, including one obstruction removal and courtesy cleaning.
- Calvird Lift Station backup-power event required SSO/deviation reporting
- Pediatrics Place manhole connection was identified for correction



OPERATIONS REPORT – CLINTON DIVISION

- This month’s safety meeting was held during the week of February 3rd, and the topic was proper completion of Alliance Water Resources safety forms
- Foley Equipment determined the backhoe requires DEF heater replacement

Budgetary – Contract Year to Date through the end of Feb 2026

Description	Annual Budget	Actual Year to Date	Actual as % of Budget
Repair Expense	\$60,000	\$38,965	65%
Chemical Expense	\$30,000	\$15,930	53%

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	7.1 Min – 7.3 Max Reported Monthly Avg. 7.2	6.5 Min – 9.0 Max
Total Suspended Solids (TSS)	2.5 mg/L	20 mg/L monthly average
TSS % Removal	99%	85%
Biochemical Oxygen Demand (BOD)	3.9 mg/L	20 mg/L monthly average
BOD % Removal	98%	85%
Ammonia	.30 mg/L	3.4 mg/L monthly average
E. Coli (Apr 1 – Oct 31)	N/A lb total N/A lb average	126 lb/100 mL monthly average
Oil & Grease	5.0 mg/L	Monitoring Only (quarterly)
Total Phosphorus	.274 mg/L	1.0 mg/L annual average
Total Nitrogen	1.9 mg/L	Monitoring Only (quarterly)
Upstream Monitoring Total Phosphorus	1.83 mg/L	Monitoring Only (quarterly)
Upstream Monitoring Total Nitrogen	13 mg/L	Monitoring Only (quarterly)
Whole Efficiency Toxicity	N/A	Monitoring Only (annually)
Influent Flow	Avg daily flow—.92 MGD Total—25.82 MG	Design—2.0 MGD YTD—42.71 MG

Biosolids

	Feb Total (tons)	2026 Total (tons)
Hauled sludge	90	187



Date: March 24, 2026

To: City of Clinton – Mayor and City Council

From: Alliance Water Resources, Inc.

Subject: Auto Insurance Coverage Update

Summary:

Recent changes in insurance policy interpretations have created a coverage gap for vehicles operated by Alliance personnel. This requires implementation of additional insurance coverage to protect both the City and Alliance.

Background:

Insurance carriers no longer extend coverage for auto claims when a client-owned vehicle is operated by an Alliance employee. Historically, these risks were covered under client policies. This change exposes both parties to liability and has already resulted in minor claims paid directly by Alliance.

Proposed Action:

- Alliance will secure auto liability coverage for operations involving client-owned vehicles assigned to AWR.
- Coverage will be effective at the beginning of the next budget cycle.
- Associated costs will be incorporated into the upcoming contract pricing structure.

Impact:

This change ensures continued compliance with insurance requirements and protects the City from potential liability exposure while maintaining uninterrupted operations.

Recommendation:

No immediate action is required. This item is provided for Council awareness and will be incorporated into the next budget cycle.

Contact:

Jonathan Patriarca
Local Manager II, Clinton Wastewater Plant
Alliance Water Resources, Inc.
Work: 660-492-9672 | Cell: 702-553-7667

**Alliance Water Resources / Clinton Wastewater Division
1101 S. Vansant Rd. Clinton, MO 64735.
660-492-9672. jpatriarca@alliancewater.com**



Lankford's 109 Restaurant and Bar, LLC
Mr. Troy Ryan
109 S Washington St
Clinton, MO 64735

3/30/2026

RE: 109 South Washington Street

Mr. Ryan,

In response to my letter dated 3/13/2026 and as a follow-up to my discussion with the city engineer, I have determined the following shall be required:

1. **Immediate Structural Evaluation-** The city will require a comprehensive structural evaluation to be performed by the owner's engineer of choice, due to the additional structural issues found which are not addressed in the existing documents. The engineer should be licensed in Missouri and should specialize in this type of unreinforced masonry construction.
2. **Engineered Repair Design-** Any repairs should be performed in accordance with sealed construction documents prepared by the owner's engineer. Additional documents should address load paths, indicate shoring requirements, sequencing, and any temporary stabilization measures necessary to safely complete the work (2024 IBC Chapter 16), and may be submitted separately from the construction plans. The comprehensive evaluation should drive the scope of needed repairs.
3. **Expedited Evaluation and Design-** Given the current condition and the building's status, the structural evaluation and repair design should proceed on an expedited basis to minimize the duration of risk exposure and disruption. I will be happy to prioritize plan review and permitting for this project.
4. **Ongoing Monitoring During Occupancy-** Since partial occupancy (excluding the restricted rear portion) is desired, the owner's engineer must perform periodic observations of the structure during the repair process *at least weekly*. This is particularly important given that portions of the building will remain occupied during construction. I will also require an initial observation letter from the owner's engineer within one week of allowing partial occupancy, confirming that continued occupancy remains appropriate based on observed conditions. Weekly reports must be submitted no later than noon each Thursday throughout the duration of the project.



5. **Permits and Special Inspections-** The city will require submittal of sealed repair documents along with a clearly defined Method of Procedure (MOP) describing construction sequencing, temporary stabilization, and means and methods. Special inspections will also be required, as applicable, with a final sealed letter confirming that repairs were completed in accordance with the approved documents.
6. **Restricted Access to Rear-** The west 17'6" of the building shall have all occupancy and access restricted by a physical barrier to prevent staff or public entry.

Construction may begin immediately after the building permit is issued. I feel like these requirements are reasonable under the given set of circumstances, and are consistent with accepted standard practice.

Feel free to contact me if you have any questions or concerns.

A handwritten signature in black ink, appearing to read "Chuck Bailey".

Chuck Bailey, CFM
Community Development Director
cbailey@cityofclintonmo.com

Cc: City Attorney, City Administrator

March 24, 2026

CLINTON PARKS AND RECREATION
1004 E Sedalia Ave
Clinton, 64735-1798

ATTN: John McClendon

Re: Clinton Community Jack Packing and CPU Board

KONE
Kansas City
2700 BiState Drive, Ste 100
Kansas City, MO 64108
Phone: 816-527-3815
Fax:
maggie.viles@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervisions to perform the following work on the 20268781 located at CLINTON COMMUNITY CENTER.

We will furnish and install a new jack packing. The old packing in the plunger packing gland will be removed, the packing gland will be cleaned and a new packing of the proper type installed to reduce leakage which causes unnecessary oil leakage /loss and improper leveling.



Benefits:

- Reduces unnecessary leaking of hydraulic fluid
- Improves leveling and reduces tripping hazard
- Increases safety and reduces your claims risk
- Improves ride quality by eliminating rough starts and stops
- Avoids unnecessary environmental contamination
- Reduces service interruptions and increases availability
- Improves tenant satisfaction
- Reduces operating expenses due to less service requests not covered under your maintenance agreement

Replace old worn jack packing with new packing. Gland will be removed and cleaned, and a new packing will be inserted.

After installing the jack packing, KONE will also install and program a CPU board.

Price

Our total price to perform the above-mentioned work amounts to: \$23,859.00 plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.

Down Payment

The above quoted price is based on a \$11,930.00 down payment, due before the order will be processed. Once the proposal is signed and loaded into our system a down payment invoice will be issued. KONE reserves the right to delay ordering of material or commencing work until down payment is received. In the event the order is cancelled by the Customer, Customer shall reimburse KONE for all work performed and materials ordered as of the date of cancellation and Customer shall pay KONE a cancellation fee of 50% of the order value.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of CLINTON PARKS AND RECREATION

(Signature)

(Print Name)

(Print Title)

Date

Respectfully submitted by,
KONE Inc.

Maggie Viles, Sr. Sales Consultant

(Approved by) Authorized Representative

(Title)

Date

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. Further, KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore. KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal, abatement, or delays caused by such, required for KONE to perform its work shall be the Customer's sole responsibility and expense. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated. KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time. It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment. Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

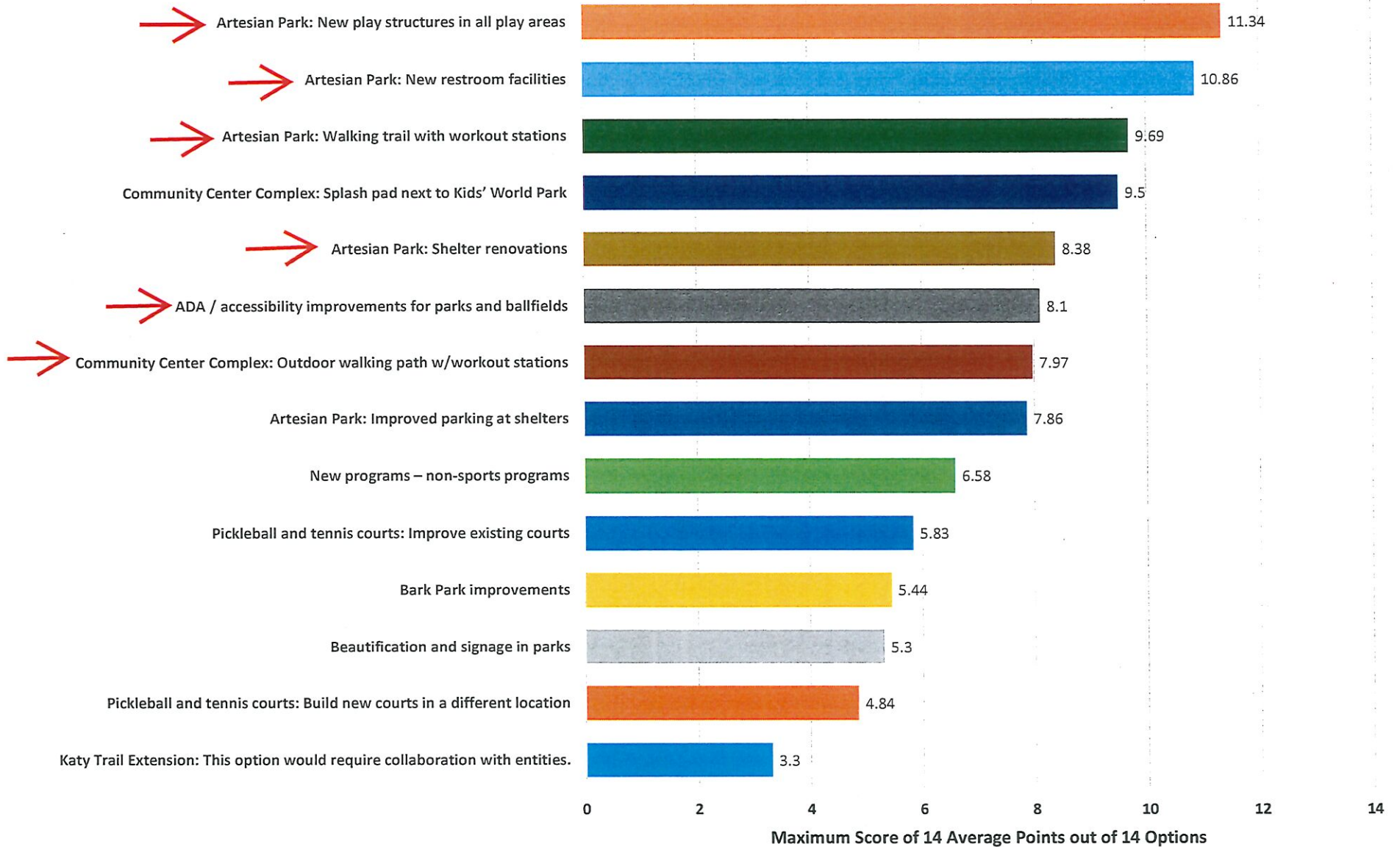
It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed and shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

PARKS AND RECREATION SURVEY

Top Priority Final Results from 206 Online Respondents



PROPOSED Park & Recreation Improvements Sales Tax to Continue Current 1/8% Sales Tax

Rate: 1/8%

Fund:

Effective date: April 1, 2027

Expiration date: March 30, 2032

Est. Annual Revenue		Monthly	Inflation Options		
FY	Revenue	Revenue	1%	2%	3%
FY 26-27	\$100,000	\$25,000			
FY 27-28	\$303,000	\$25,250	\$25,250	\$25,500	\$25,750
FY 28-29	\$306,030	\$25,503	\$25,503	\$25,755	\$26,008
FY 29-30	\$309,090	\$25,758	\$25,758	\$26,013	\$26,268
FY 30-31	\$312,181	\$26,015	\$26,015	\$26,273	\$26,530
FY 31-32	\$210,202.01	\$26,275	\$26,275	\$26,535	\$26,796

ESTIMATED REVENUE ALLOCATIONS ¹

SAMPLE ALLOCATIONS			AP Play Structures	AP Restroom Facilities	Walking Trail-Workout Stations ²	AP Shelter Imp.	ADA Imp. Parks & Ball Fields	Est. Monthly Rev.	Monthly Allocated Exp.	Fund Balance
			25%	25%	17%	15%	13%			
			385,128	385,128	254,184	231,077	200,267			
1	FY26-27	Jun						25,000	-	25,000
2		Jul	125,000				50,000	25,000	(175,000)	(125,000)
3		Aug						25,000	-	(100,000)
4		Sep						25,000	-	(75,000)
5	FY27-28	Oct				PLANNING		25,250	-	(49,750)
6		Nov		PLANNING				25,250	-	(24,500)
7		Dec						25,250	-	750
8	2028	Jan						25,250	-	26,000
9		Feb				CONST.		25,250	-	51,250
10		Mar		CONST.		50,000		25,250	(50,000)	26,500
11		Apr		125,000				25,250	(125,000)	(73,250)
12		May	127,000				53,500	25,250	(180,500)	(228,500)
13		Jun						25,250	-	(203,250)
14		Jul			LWCF grant application period			25,250	-	(178,000)
15		Aug						25,250	-	(152,750)
16		Sep						25,250	-	(127,500)
17	FY28-29	Oct				PLANNING		25,503	-	(101,997)

¹ Est. Rev. Allocations total 95%, allowing 5% for fluctuating rev. and cash reserves.

² Submit LWCF grant application for \$250,000, for a total project cost of \$500,000.

18		Nov		PLANNING				25,503	-	(76,494)
19		Dec						25,503	-	(50,991)
20	2029	Jan						25,503	-	(25,488)
21		Feb				CONST.		25,503	-	15
22		Mar		CONST.		55,000		25,503	(55,000)	(29,482)
23		Apr		100,000				25,503	(100,000)	(103,979)
24		May	133,000					25,503	(133,000)	(211,476)
25		Jun			TRAIL			25,503	-	(185,973)
26		Jul			135,000			25,503	(135,000)	(295,470)
27		Aug						25,503	-	(269,967)
28		Sep						25,503	-	(244,464)
29	FY29-30	Oct				PLANNING		25,758	-	(218,706)
30		Nov						25,758	-	(192,948)
31		Dec						25,758	-	(167,190)
32	2030	Jan						25,758	-	(141,432)
33		Feb				CONST.		25,758	-	(115,674)
34		Mar				60,000		25,758	(60,000)	(149,916)
35		Apr			EQUIPMENT			25,758	-	(124,158)
36		May					55,000	25,758	(55,000)	(153,400)
37		Jun			115,000			25,758	(115,000)	(242,642)
38		Jul						25,758	-	(216,884)
39		Aug						25,758	-	(191,126)
40		Sep						25,758	-	(165,368)
41	FY30-31	Oct				PLANNING		26,015	-	(139,353)
42		Nov		PLANNING				26,015	-	(113,338)
43		Dec						26,015	-	(87,323)
44	2031	Jan						26,015	-	(61,308)
45		Feb				CONST.		26,015	-	(35,293)
46		Mar		CONST.		65,000		26,015	(65,000)	(74,278)
47		Apr		140,000				26,015	(140,000)	(188,263)
48		May					42,000	26,015	(42,000)	(204,248)
49		Jun						26,015	-	(178,233)
50		Jul						26,015	-	(152,218)
51		Aug						26,015	-	(126,203)
52		Sep						26,015	-	(100,188)
53	FY31-32	Oct						26,275	-	(73,913)
54		Nov						26,275	-	(47,638)
55		Dec						26,275	-	(21,363)
56	2032	Jan						26,275	-	4,912
57		Feb						26,275	-	31,187
58		Mar						26,275	-	57,462
59		Apr						26,275	-	83,737
60		May						26,275	-	110,012
PROJECT TOTALS			385,000	365,000	250,000	230,000	200,500			
TOTAL PROJECTED REVENUE								1,540,512		

Schedule for Parks & Recreation 10-Year Plan with 1/8% tax extension

Planning Committee meeting dates:

- Tues., Dec. 9 at 12 noon **COMPLETED**
- Tues., Jan. 13 at 12 noon **COMPLETED**
- Tues., Feb. 10 at 12 noon **COMPLETED**

Citizen Survey:

- Jan. 22 - Feb. 4 **COMPLETED**

Park Board:

- Mon., Mar. 9 at 12 noon - Review results of Citizen Survey and Committee recommendations **COMPLETED**

Public Works Committee:

- Tues., Mar. 10 at 7 AM - Review Citizen Survey and Park Board recommendations **COMPLETED**
- Tues., Mar. 31 at 7 AM - Make recommendation to Council regarding ballot issue to extend 1/8% Park Tax **COMPLETED**

City Council:

- Tues., Apr. 7 at 6 PM - Receive PWC recommendation.
Council discussion to determine support for a ballot issue to extend 1/8% Park Tax
- Tues., Apr. 21 at 6 PM - First reading of bill to hold an election on Aug. 4 to extend 1/8% Park Tax
- Tues., May 5 at 6 PM - Second (final) reading of bill to hold an election on Aug. 4 to extend 1/8% Park Tax

City Clerk:

- Certify ballot issue to extend 1/8% Park Tax, with Henry County Clerk, prior to May 26 deadline

BID RESULTS

3/26/2026

Project for Bid: Building Exterior Rehab

Department: Transfer Station

CONTRACTORS

	Septagon Construction Blake Potts 113 E Third St Sedalia, MO 65301 bpotts@septagon.com (573)590-0885	Foster Brothers Construction Jamie Foster 951 SE 350 PVT Clinton, MO 64735 (660)525-9572
Base Bid	\$98,500.00	\$64,552.00
Optional Bid	\$2,922.00	



BID FORM

BIDS TO BE RECEIVED NO LATER THAN:

Thursday March 26, 2026 at 10:00 a.m.

Transfer Station Building Exterior Rehab

Statement of Intent

The City intends to rehab the exterior of the Transfer Station facility located at 1305 N. Washington.

Scope of Work

- Demo existing wall and roof panels.
 - NOTE: City will be responsible for disposal of panels.
- Install commercial grade 24-gauge wall and roof panels.
- Properly secure panels using industry standard #12 – 1-1/4" *washed self-drilling screws*.
- Install commercial grade 24-gauge trim around garage door openings, per manufacturer's instructions.
- Provide 2-year workmanship warranty.
- Color to be selected from standard color options, with manufacturer's color finish warranty.
- Optional bid items: Removal and replacement of overhead lights and removal of overhead garage doors.

General Provisions

- Bidders must set up a time to meet with TJ Williams, Street Superintendent, by calling (660) 885-4362 between 7am – 3pm, Monday thru Friday, to view project site.
- All work must be completed no later than **September 30, 2026**.
- Bid price shall include ALL costs related to the project, including but not limited to the bid process, labor, materials, clean-up, bonds, mobilization, administration and legal review.
- The project is tax exempt.
- Each bidder shall submit bid security in the form of a certified check or a cashier's check for 5% of the bid amount. Checks will be returned to unsuccessful bidders after bid has been awarded. The check will be returned to the successful bidder upon execution of the attached Contractor's Master Services Agreement and the submission of all required documents, by the stated deadline. Failure to execute the agreement by the stated deadline will result in the forfeiture of the 5% bid security check.

- Submission of bid indicates an intent to execute the attached agreement, if selected.
- An executed Contractor Master Services Agreement and all required documents shall be provided to the City within fourteen (14) days of the issuance of the Notice of Award by the City.

Base Bid Amount: \$ 98,500

- Demo and installation of wall and roof panels.

Optional Bid Amount: \$ 3,922

- Removal and replacement of overhead lights and removal of overhead garage doors.

Bid envelopes should be labeled TRANSFER STATION BUILDING EXTERIOR REHAB and mailed, hand-delivered, emailed or faxed to:
 Deborah Nelson, City of Clinton, 105 E. Ohio Street, Clinton, MO 64735;
dnelson@cityofclintonmo.gov or 660-885-2023 (fax).
 Bids submitted after the deadline will be rejected.

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

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

SIGNATURE

Name/Company: Septagon Construction Company

Phone #: 573-590-0885

Email: bpotts@septagon.com

Date: 3/25/26

By: 
 (Authorized Representative)

Bid 64552⁰⁰

FOSTER BROTHERS CONSTRUCTION

JAMIE FOSTER

660-525-9572

951 SE 350 PRIVATE ~ CLINTON, MO 64735

Proposal No. _____

Sheet No. _____

Date _____

POLE BARNs • DECKs • METAL ROOFING
ADDITIONs • GARAGEs • GUTTERING

Contact JMF

Proposal Submitted to

Work To Be Performed At

Name Clinton Transfer Station
Street _____
City _____ State _____
Date of Plans _____
Architect _____
Telephone Number _____

Street _____
City _____ State _____
Date of Plans _____
Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

LENGTH	WIDTH	HEIGHT	ROOF	SIDE	WAINSCOT	TRIM	GUTTER	OHD	WALK DOOR	WINDOW

Tear off old metal and
Install new metal on
existing Building with 24 Gauge R Panel
new gutters - downspouts + Trim.
Repair door jams as needed.

\$64552⁰⁰

All material is guaranteed to be as specified; and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ _____).

With payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by _____

Respectfully submitted _____

Per Jamie Foster

Note - This proposal may be withdrawn

by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____ Signature _____



City of
Clinton
MISSOURI

PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA

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

Tuesday, April 7, 2026 • 5:15 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: _____

1. Strategic Vehicle Replacement Plan
2. Officer Retention
3. Tow Update and Complaints
4. Animal Control Ordinance Response
5. Blue Shield Update



POLICE

CLINTON, MISSOURI

**101 E. OHIO ST.
CLINTON, MO 64735
PHONE: (660) 885-2679
FAX: (660) 885-7096**

Executive Summary

This memorandum outlines our department's strategic vehicle replacement plan for the next five years. Our goal is to stabilize the fleet budget, improve vehicle longevity through a reinstated take-home program, and ensure officer safety and recruitment competitiveness.

Proposed Replacement Schedule

To maintain a functional fleet, we propose a "3-2-3" alternating annual acquisition cycle:

- **FY 2026-2027:** 3 Vehicles
- **FY 2027-2028:** 2 Vehicles
- **FY 2028-2029:** 3 Vehicles
- **FY 2029-2030:** 2 Vehicles

Budget Consistency and Fleet Integrity

In previous years, establishing a firm replacement milestone (based on age or mileage) proved difficult due to budget fluctuations. When planned acquisitions were reduced—for example, from three vehicles to one or zero—we were forced to retain aging units beyond their safe operational life. This resulted in high maintenance costs and unreliable "run times." Consistent adherence to the proposed 3-2-3 schedule will allow us to phase out sub-standard vehicles and return to a predictable, cost-effective rotation.

The Impact of the Take-Home Program

We intend to use this stabilized schedule to fully reinstate our take-home vehicle program. Data and experience show that assigned vehicles outperform shared fleet vehicles in three key areas:

1. **Maintenance & Accountability:** Shared vehicles often miss service intervals due to constant shift rotations. Single-operator vehicles are better cared for, kept in superior condition, and allow for direct driver accountability.
2. **Recruitment & Retention:** A take-home program is a primary draw for high-quality candidates. Local agencies, including the Highway Patrol and neighboring Sheriff's offices, utilize this benefit effectively. To remain competitive, we must offer similar incentives.
3. **Community Policing:** The presence of marked patrol units in residential driveways acts as a deterrent and increases the perceived safety of our neighborhoods. Residents have frequently expressed that they value the visible police presence that take-home vehicles provide.

Operational Necessity

Unlike larger municipalities (e.g., Kansas City or Sedalia), we do not have the volume to justify an in-house maintenance shop with hourly mechanics. We rely on external vendors, making it vital to rotate vehicles out before they incur major engine or transmission failures. However, we must also maintain a



POLICE

CLINTON, MISSOURI

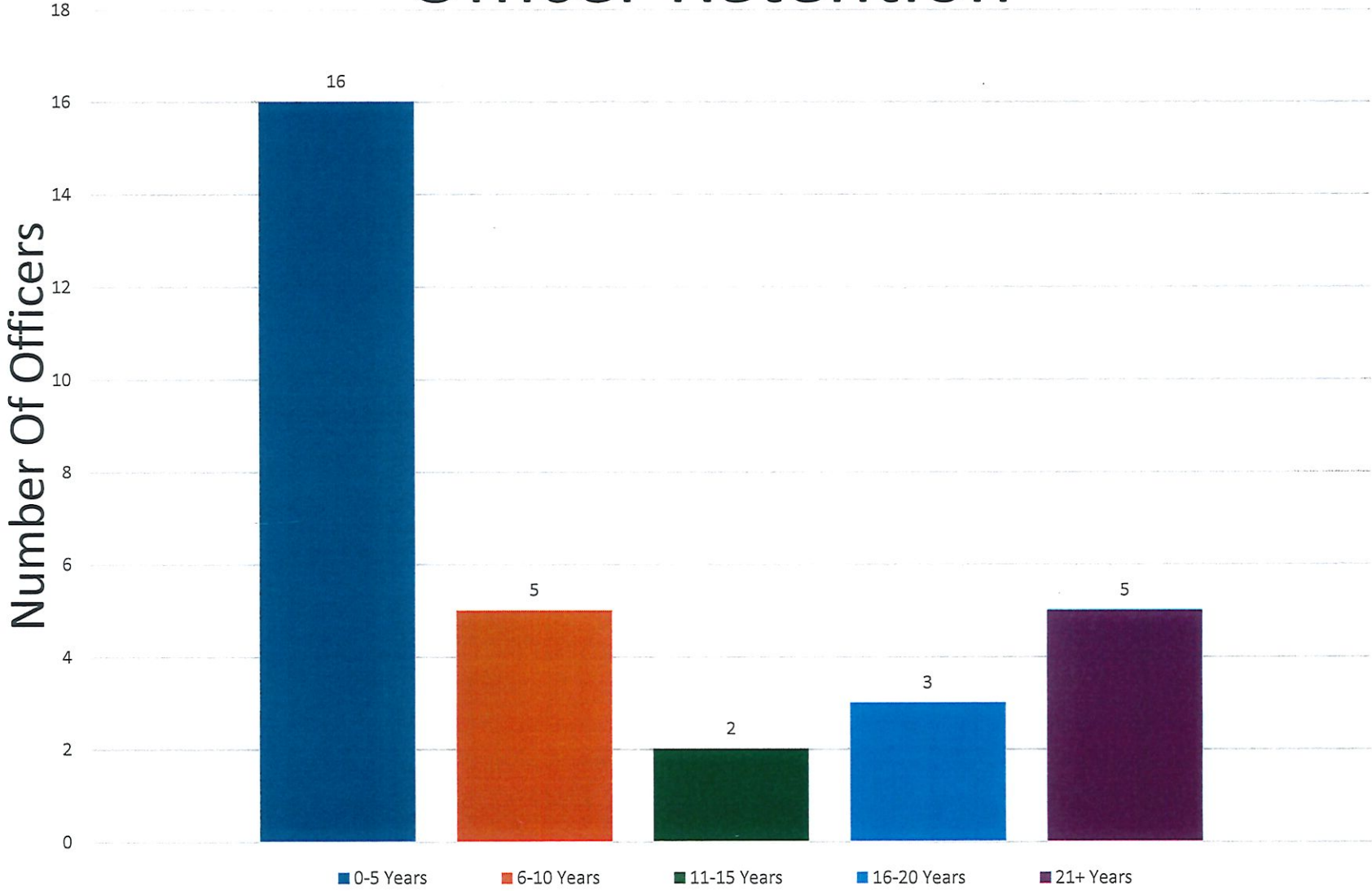
**101 E. OHIO ST.
CLINTON, MO 64735
PHONE: (660) 885-2679
FAX: (660) 885-7096**

small surplus of "backup" units; recently, three primary vehicles suffered engine issues in a single weekend, proving that a reserve is essential for uninterrupted service.

Conclusion

By committing to the 3-2-3 budget cycle, the City will enable the department to provide officers with safe, reliable equipment while maximizing the taxpayer's investment through better vehicle care. We remain diligent in identifying when a vehicle is no longer cost-effective to repair and look forward to stabilizing our fleet together.

Officer Retention



NON-PREFERENCE TOWS

External

Inbox x



Gina Husak

to me Mark v

8:39 AM (11 minutes ago)



This morning 3/31/26 at around 6:15am your officer raido #312 ordered a NON-PREFERENCE tow for a motorist assist at the 1000 block of East Ohio. Central Dispatch took it upon themselves to order Gary's Tow. We immediately made a phone call to central to advise them of their mistake her response was "I did that that's my bad" We completely understand the aspect of human error, however when we made scene your officer "312" advises my driver that he had ordered a NON-PREFERENCE TOW and that we were wreck chasing. Gary's was ordered. Understand this was not a wreck but a stranded motorist. We informed your officer of central dispatch's mistake and that we infact have the non-preference call out contract. There was a ton of hostility from your officer that made my driver and the customer very uncomfortable in a situation that should have NEVER taken place. Again we completely understand the concept of human error on dispatch's part but your officers should know who their contracted call out non-preference tow is. I bring this to your attention today as this is not the first time this has happened on 3/18/26 two non-preference tows were ordered on a MVA with the same outcome. These are only the two incidences we are aware of as we cannot police every situation nor should we have to. We ask that you educate your officers and central dispatch of the non-preference call out procedure and whom has the contract for such call outs to avoid further confusion and disclrimination.

Thank You,

Gina & Jeremy
Clinton Wrecker
Towing and Recovery
816-441-8061



AMANDA @
GARYSTOW <amanda@garystow.com>
to me, CMOBERLY, Christy, gshannon1964

8:34 AM (17 minutes ago)

City of Clinton
Attention: Captain John Scott and City Administrator Christy Maggii

Subject: Towing Contract Compliance and Conduct Concerns

I am writing to formally raise concerns regarding repeated towing contract compliance issues and conduct involving Clinton Wrecker and recent incidents that have occurred during dispatched and non-dispatched calls.

This morning our company was dispatched by central dispatch to respond to a call in front of Sonic on Ohio. A few moments later, we were canceled because Clinton Wrecker had already arrived on scene. Central dispatch later confirmed they did not realize Clinton Wrecker was the contracted provider for that call and stated that Clinton Wrecker had already shown up before being dispatched.

The dispatcher confirmed Clinton Wrecker had not been assigned to the call and had simply arrived on scene. This raises a serious concern regarding towing contract compliance, as the city towing contract clearly states that providers are not to respond to calls unless they are dispatched. Showing up without dispatch appears to be a direct violation of the contract and creates an unfair operating environment for other providers. It also appears that Clinton Wrecker may be monitoring radio traffic and self-dispatching, which would be inconsistent with contract requirements.

A few months ago, I emailed Captain Scott and City Administrator Christy regarding concerns about wreck chasing and tow companies using scanners to show up to calls without being dispatched. In that email, I provided a draft towing ordinance specifically addressing wreck chasing and unauthorized responses to accident scenes. City Administrator Christy followed up with a phone call asking where the ordinance language came from, and I explained that I had reviewed ordinances from several Missouri cities and combined relevant sections to create a draft that would fit our small community. The purpose of that ordinance was to prevent exactly the type of situation that occurred this morning and to ensure fairness and proper dispatch procedures for all towing providers.

There is also concern within the community regarding Clinton Wrecker currently having an open lawsuit with the City of Clinton related to the 2025 towing contract award. This raises questions about whether contract violations are being addressed consistently and transparently while legal proceedings are ongoing. We respectfully request reassurance that all contract providers are being held to the same standards and that contract enforcement is applied equally and fairly.

Gary's Towing has never engaged in wreck chasing or solicitation. When Gary's Towing is on scene of an accident, it is because we witnessed the accident and called 911 or were properly dispatched. We do not solicit victims or attempt to direct them away from their requested destination.

On Friday, I personally witnessed an accident, called 911, and observed Clinton Wrecker instruct

both vehicle owners that he wanted to take their vehicles to his lot. Both vehicle owners repeatedly stated they wanted their vehicles taken to a body shop of their choice. Despite this, there appeared to be continued pressure to take the vehicles to Clinton Wrecker's lot.

Additionally, Gina, owner of Clinton Wrecker, arrived on scene and was not pleasant toward the vehicle owners and was reportedly not pleasant while speaking with Officer Nelson. It is also our understanding that Gina made a statement to Officer Nelson in a manner that suggested, "Do I tell you how to do your job," which raises concerns about professionalism and respect toward law enforcement officers.

Customer choice and respect for law enforcement are critical components of towing contract compliance and public trust. Vehicle owners have the right to choose where their vehicle is towed, and all contracted providers should respect both the customer's request and the authority of officers on scene.

Gary's Towing holds law enforcement to the highest level of respect and professionalism and would never speak to an officer or vehicle owner in a disrespectful or confrontational manner. We believe all contracted providers should be held to that same standard.

Due to repeated concerns regarding unauthorized responses, apparent monitoring of radio traffic and self-dispatching, prior documented wreck-chasing concerns, disregard for customer towing destination requests, and conduct on accident scenes, we respectfully request that the City of Clinton review these incidents, document any violations, and ensure that the towing contract is being enforced consistently and fairly for all providers.

Our goal is fairness, transparency, contract compliance, and maintaining public trust in the City of Clinton's towing operations and law enforcement partnerships.

We appreciate your time and attention to this matter and respectfully request a formal review of these incidents.

Sincerely,
Amanda Johnson

Amanda Johnson
Truman Lake Towing, LLC
Dba Gary's Towing
P.O. Box 593
Clinton, MO 64735
660-885-4357

Proposal for Enhanced Animal Control Ordinances Response

Comprehensive Leash Law:

The City of Clinton already has sufficient Ord in place regarding this option:

Sec. 6-37. - Running at large prohibited.

It shall be unlawful for the owner of any dog or cat to let it run at large, whether licensed or not, at any time, within the city. Any dog or cat found to be running at large shall be impounded by the city.

At large means off the premises of the owner and not under the reasonable control of the owner or a member of his immediate family, either by leash or by voice command.

Registration Requirements:

The City of Clinton had registration requirements in the past for animals. The program was stopped due to the burden on the City being far greater than the benefits to the public.

Breeding Operations for Commercial Use:

Breeding operations are controlled by zoning regulations and not a Public Safety Issue.

Enforcement Fines:

Enforcement fines are set by State Law 479.350. Further the Uniform Fine Schedule Committee set further outlines for what fines need to be in reference to Animals at Large, Nuisance, Etc.

RESOLUTION NO. 07-2025

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

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

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

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

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

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

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

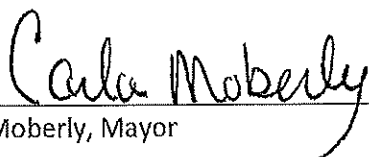
Section 1. The Clinton City Council makes the commitment to:

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

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

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

Read and passed this 15th day of April, 2025.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk





City of
Clinton
MISSOURI

FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, April 7, 2026 • 5:30 p.m.

Present:

COMMITTEE MEMBERS: Gene Henry Gary Mount Mayor Carla Moberly

STAFF: City Administrator Christy Maggi City Clerk Wendee Seaton

GUESTS: _____

1. Council Chamber HVAC
2. Clinton Chamber of Commerce Economic Development Contract
3. Renewal of the agreement with Henry County Collection for Tax Collection. The Henry County Collector did not have any changes.
4. February Financial Reports

REVISED AGREEMENT FOR SERVICES

A REVISED AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI (CITY), AND THE GREATER CLINTON AREA CHAMBER OF COMMERCE, INC. (CHAMBER) FOR ECONOMIC DEVELOPMENT SERVICES.

WHEREAS, the City of Clinton desires to improve the economic climate in Clinton through the growth and development of existing businesses and the attraction and development of new businesses; and

WHEREAS, the Greater Clinton Area Chamber of Commerce, Inc. has the desire and expertise to provide the services to improve the economic climate in Clinton through the growth and development of existing businesses and the attraction and development of new businesses; and

WHEREAS, the City and the Chamber entered in an agreement on March 17, 2015, for economic development services; and

WHEREAS, the City and the Chamber consented to revise the March 17, 2015 agreement on October 16, 2018; and

WHEREAS, the City and the Chamber consented to revise the October 16, 2018, agreement on October 12, 2021; and

WHEREAS, the City and the Chamber consented to revise the October 12, 2021, agreement on December 18, 2024;

WHEREAS, the City and the Chamber consent to revise the December 18, 2024, agreement;

NOW THEREFORE, in consideration of the promise of payment of funds from the City, and the agreement to provide services to the City of Clinton by the Chamber, the parties agree as follow:

1. The term of this contract shall begin on January 1, 2026, and end on December 31, 2026. This Contract will renew annually thereafter unless one party notifies the other of the desire to end the agreement. Notification shall be given no later than October 1. This agreement may be terminated at an earlier date upon the mutual consent of both parties.
2. The City agrees to pay the Chamber the sum of \$164,800 for the term of this agreement. Said payment shall be made in installments of \$41,200 on January 1, April 1, July 1, and October 1. In the event the Chamber does not comply with Section 3.j., installment payments shall be in the amount of \$5,000, on the dates previously identified, until such time when the Chamber is again in compliance with Section 3.j.
3. Chamber agrees during the contract term to do the following:
 - a. Provide business retention services to all businesses within Clinton requesting said services;
 - b. Promote available buildings and property at Gerhart Industrial Park
 - c. Promote Clinton to new and relocating businesses;
 - d. Respond to all inquiries from potential new and relocating businesses;
 - e. Maintain positive relationships with the Missouri Department of Economic Development, the Missouri Economic Development Council, the Missouri Partnership, and other economic development organizations, as needed;
 - f. Maintain membership in the Central Missouri Economic Development Alliance (CMEDA);
 - g. Promote the Henry County - Clinton Enhanced Enterprise Zone; and
 - h. Engage in other activities, as needed, in order to provide the above mentioned services.

- i. Accept the appointment of one City Council member to serve as a voting member of the Chamber Board of Directors. Said Council member will be appointed by the Mayor and approved by the City Council.
 - j. Employ an Economic Development Director who is certified or progressing toward certification.
 - k. The Economic Development Director shall present regular reports to the City Council on a monthly basis through the Project Activity Tracker.
 - l. Provide the City a copy of its annual budget and a copy of its annual financial statement.
 - m. Comply with the State of Missouri's laws requiring:
 - 1. A signed affidavit certifying compliance with the certification of the legal employment status of all workers employed by the Chamber; and
 - 2. Required documentary proof of lawful presence.
4. Chamber agrees to save and hold harmless the City from any and all liability or damages, including legal fees and court costs, which may arise out of Chamber's performance of the contract.
 5. The City shall also waive building, table and chair rent for 11 days at the Benson Convention Center. The Chamber shall provide volunteer labor for set-up and breakdown of each event on these days. A good-faith effort shall be made by both parties to coordinate schedules for the 11 days.
 6. Notice. Any notice required by this Agreement shall be effective upon mailing, postage prepaid, using the following information:

<u>Corporation:</u>	Chamber President Clinton Chamber of Commerce 200 S. Main Street Clinton, MO 64735	<u>City:</u>	City Administrator City of Clinton 105 E. Ohio Clinton, MO 64735
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 7. The obligations of the City to make the payments hereunder constitutes a current expense of the City, are from year to year, and does not constitute a mandatory monthly payment obligation of the City in any fiscal year beyond the then current fiscal year of the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City reasonably believes that legally available funds in can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any subsequent fiscal year is solely within the discretion of the then current governing body of the City.
 8. Chamber shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Chamber'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.

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 that 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 thereafter 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.

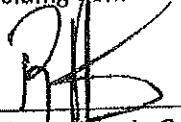
Severability and Totality of Contract:

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.

HENRY COUNTY

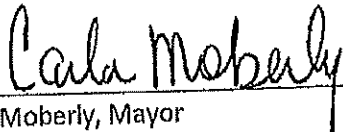


Jim Stone, Presiding Commissioner



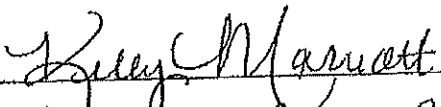
Rick Watson, Henry County Collector

CITY OF CLINTON



Carla Moberly, Mayor

ATTEST:



Kelly Marriott, County Clerk

Date: 7/15/2025

ATTEST:



Wendee Seaton, City Clerk

Date: July 1, 2025

