



AGENDA

Clinton City Council Regular Meeting
City Hall • 105 E. Ohio Street, Clinton, MO 64735
Tuesday, May 20, 2025 • 6:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes:**
 - a. Approval or correction of the minutes of the City Council Meeting of May 6, 2025.
5. **Personal Appearances:**
6. **Reports:**
 - a. David Lee - Chamber of Commerce
7. **Second Reading of Previously Read Bills:** None.
8. **Committee Reports:**
 - a. **Public Works Committee Report:**
 1. **Elect Committee Chair:** Motion by Rob Hills to elect Roger House as Chair. Motion carried, 2-0
 2. **Community Development**
 - a. April Building Report: Info only
 - b. ATS Facility Disposition Proposal from Federal Transportation Administration: City staff has requested that FTA consider an alternate buy-out proposal.
 - c. Condemnation update: 402 E. Jefferson and 411 E. Oak: Contractor is waiting for Empire Gas to cap the gas service lines at each location.
 3. **Park & Recreation**
 - a. Soccer Field Concession Stand: A contractor has evaluated the building. City will be in contact with the driver's insurance company to request that an adjuster view the building.
 - b. Artesian Pool Update:
 - Pool Wall: Cracks in the interior finish were noted approx. 2 weeks ago. Mid-America Pools (MAP) responded with warranty work. Some hairline cracks remain. MAP has confirmed that the pool can be used. MAP will return at the end of the swimming season to repair the hairline cracks.
 - Electrical: The new 3-phase electrical line has been installed.
 - Chemicals: Chemicals were to be delivered on Monday (5/12), but the vendor was unable to complete the delivery due to the size of the delivery truck. Chemicals to be delivered on Wednesday (5/14)
 - Celebration for completion of all 3 phases of improvements to be held at 11 AM, May 30.



- c. Antioch Park ADA Sidewalk: Excessive rains washed out the ground under a portion of the new ADA sidewalk. Staff is making arrangements to install additional drainage pipes and a headwall on the influent side.
 - d. Consider accepting donation of approximately $\frac{1}{4}$ acre of property abutting Marigold Drive: Recommend, 2-0, for the City have the property surveyed to develop a legal description of the property to be donated to the City.
- 4. Street Department**
- a. Bridge Inspection Results: Reviewed MoDOT bridge inspection report. Recommend, 2-0, that staff obtain a quote from CJW for design services for the reconstruction of Water Street bridge.
 - b. Street cut update: TJ reported
 - 3 HCWC cuts were repaired yesterday (5/12) and 3 others were ready for concrete this morning (5/13)
 - 2 cuts at the intersection of Hillcrest Drive and OakStar Drive originated with street repairs made by the Street Dept. At one of the cuts, a small section was left open for a contractor to make a sewer connection. Contractor is responsible for final repair. At the other cut, a section was left open to allow BrightSpeed to repair a service line. City is responsible for final repair on this one. TJ will follow up on both of these to get them completed.
 - c. Pavement management plan: PWC discussed the pavement analysis program offered by IMS and reviewed the report produced by IMS for the City of Branson. Since the Micro Seal and Overlay projects came in a total of \$59,926.79 under budget, PWC recommends, 2-0, that the remaining funds be allocated for pavement analysis. (See attached memo for follow-up comments)
- 5. Wastewater**
- a. Stoneridge Sewer Line Project report: Information Only
 - b. East Sludge Basin: Aerator failed. An aerator has been moved from the west sludge basin, for temporary use, while the east basin is being emptied in preparation for repairs for the WWTP Improvement Project.
 - c. Triton Aerator/Mixer: Both Triton aerators are now running. AWR will make arrangements to construct a "bump-out" in the basin to protect some I-beams.
 - d. Montgomery Lift Station: Installation of the new control panel should be completed today (5/13). A spare VFD from Calvird P/S will be installed at Montgomery P/S.
 - e. Repair and Chemical Expense: Repair costs at 75% and chemical costs at 73%, year to date.
 - f. USACE Memorandum of Agreement signed by all parties. An RFP will be prepared for the archaeological process. Info only.
- 6. Transfer Station Updates:** PWC reviewed cost estimates for repairing the roof, metal sides and reconstruction of the office. TJ will solicit another quote for the project.



- b. **Public Safety Committee Report:**
 1. Vehicle Maintenance Discussion
- c. **Finance Committee Report:**
 1. Elect Committee Chair
 2. April financials
9. **Mayor's Report**
10. **City Administrator's Report**
11. **Unfinished Business:**
 - a. Vance Brothers Agreement for Street Improvement Project
Resolution No. 10-2025 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton and Vance Brothers, LLC., for a street improvement project.
 - b. Capital Paving Agreement for Street Improvement Project
Resolution No. 11-2025 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton and Capital Paving & Construction, LLC., for a street improvement project.
12. **New Business: None.**
13. **Adjournment**

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, May 6, 2025 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, May 6, 2025. Mayor Carla Moberly presided.

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

2. **Roll Call:**

Council Persons:

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

Absent: Stacia Wilson

Others Present:

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

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 April 15, 2025. Council Person Mount duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

5. **Personal Appearances:**

- a. Jerry Palmer spoke about the outdoor trash of the neighboring homes around his church property at 115 W. Henry. Recommended that he speak with the police department and file a report.
- b. Jerrod Welsh, of 507 Price Lane, requested the speed limit on Price Lane be reduced to 25mph. Referred to the police department to evaluate.
- c. Becky Gregory of Share and Care invited everyone to the upcoming groundbreaking on May 8 of their new facility at 820 N. Price Lane.

6. **Reports:** None.

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

- a. Rezoning Application for 820 N Price Lane: Planning Commission recommends approval 5.0.4. PWC recommends approval 2-0. Council Person House called for the clerk to give the second reading by title only of Bill No. 2025-02.

Bill No. 2025-02 - An Ordinance approving the re-zoning of land in Clinton, Missouri from A-1 Agricultural Rural Residential to C-O Office.

Council Person House made a motion to approve the second reading by title only of Bill No. 2025-02. Council Person Mount duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Gene Henry, Rob Hills, Roger House, Cameron Jackson, Austin Jones, Gary Mount and Greg Shannon; 0 Nays; 1 Absent: Stacia Wilson. Mayor Carla Moberly declared the motion passed. Ordinance 4180.

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8. Committee Reports:

- a. **Public Works Committee Report:** *Council Person House gave the following committee report although the meeting did not have a quorum:*
 1. Elect Committee Chair: Will be on May 13th agenda, due to lack of quorum.
 2. Waste Water
 - a. March Operations Report: Information only.
 - b. Triton Aeration Rental Equipment: One has been installed; other to be installed this week. For information only.
 - c. Contract Renewal: Discussed the benefits of the partnership with AWR the past 5 years. Staff expressed support for considering a 10-year contract, which would enhance long-range planning for the Wastewater Department. COUNCIL: Council Person House made a motion to support a 10-year contract, contingent on final review of a proposed agreement. Council Person Jones duly seconded the motion. Discussion was held on pros and cons of a long term contract. The agreement would still have to be approved annually for budgetary reasons. Benefits would include long term infrastructure planning. 6 Ayes; 0 Nays; 1 Absent; 1 Abstain. Mayor Carla Moberly declared the motion passed.
 - d. WWTP Imp. Project: Pre-construction meeting on April 28th with City, Garver, HDR and Ross Construction: Electrical subs on-site now. Equipment will be delivered in about 4 months. There was a consensus that HDR should be the sole engineer of record for the current plans. This would require a contract addendum to provide for design revisions. For information only.
 3. Park & Recreation
 - a. Artesian Pool Electrical Quote: Artesian Pool Electrical Quote: On 4/22, one leg of the 3-phase service to the facility failed. Staco quoted \$13,750 for repair. With approval of Mayor Moberly and in consultation with PWC Chair Roger House, City Administrator authorized the emergency repair. Staco can start May 5th. COUNCIL: Council Person House made a motion to approve the quote from Staco for \$13,750. Council Person Mount duly seconded the motion. Discussion was held on not wanting to delay the pool opening. If they start today the work will be done tomorrow. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
 - b. Aquatic Center Seresco Unit: Switched to air conditioning mode, found 16 blown fuses and non-functioning fans, a result of the March lightning strike. Have filed this claim with insurance. For information only.
 4. Street Department: For information only.
 - a. Safe Streets 4 All:
 - Road Safety Audit (RSA) on May 5th: Information only.
 - Community Open House on May 14th, 3 PM – 6 PM: Information only.
 - b. Price Lane design update: Staff is reviewing the preliminary plans.
 - c. N. Second St. Sidewalk Extension Project:
 - Environmental Review completed. Categorical exclusion assigned: Information only.
 - Reviewing preliminary plans with MODOT: Information only.

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- d. Bids for 2025 micro seal and overlay projects: Due at 10:00 AM, May 5TH. Bids will be taken directly to Council on May 6th. Will be discussed in New Business.
 - e. 2025 International Harvester dump truck: Scissor lift on dump bed failed. American Equipment responded immediately. Truck is at American Equipment to be repaired at their cost.
 - f. Street Cuts: Reviewed full list, with HCWC priority repair list identified. Discussion was held on what the priorities are and the need to be enforced. Need to consider pulling bonds.
5. 608 W. Grandriver: Mike Morales expressed concerns regarding trash and unhealthy conditions at the property. Staff explained that multiple citations have been given to the property owner, with fines assessed and paid. NOTE: Code Enforcement confirmed that citations are being issued weekly until the property is in compliance. Fines will continue to go up at the amounts set by the state. If health issues are cited, there could be jail time. For information only.
6. Fiber Installation: Mike Morales inquired about the City's authority regarding fiber installation that gets outside the City right-of-way. Staff explained the utility companies may utilize City ROW, with a permit, but City does not monitor the installation processes and/or location of the lines during installation. Staff also explained that work that goes outside of the ROW, onto private property, becomes an issue between the installer and the property owner. NOTE: City Attorney confirmed that if there is any trespass onto private property outside of the ROW, it is the duty of the private property owner to enforce the trespass. For information only.
- b. **Public Safety Committee Report:** *Council Person Jones gave the following committee report:*
Present at meeting: Council Person Jones and Shannon, Fire Chief Mark Manuel, Deputy Police Chief John Scott.
- 1a. Elect Committee Chair: Austin Jones was elected 2/0.
 1. Blue Shield Program: We have been approved for this program. For information only.
 2. Surplus vehicles: Car 5 and Car 9: COUNCIL: Council Person Jones made a motion to declare Cars 5 and 9 as surplus property. Council Person Shannon duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
 - Car 5 is a 2014 Ford Explorer (134,552 miles) VIN 1FM5K8AR7EGC26994 (Engine Blown - Cost of repair \$9,368.94)
 - Car 9 is a 2017 Ford Explorer (109,030 miles) VIN 1FM5K8ARXHGB92974 (Engine Blown - Cost of repair no estimate)
 3. Traffic Enforcement Grant: COUNCIL: Council Person Jones made a motion to proceed with this grant application. Council Person Hills duly seconded the motion. Discussion was held on the City being reimbursed if officers participate in safety events at no cost to the City. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
 4. Fire Department requests approval to offer a Firefighter I & II class to begin in August of 2025. The intention is for this class to pay for itself. COUNCIL: Council Person Jones made a motion to approve this class being held. Council Person Hills duly seconded the motion. Discussion was held on where funds would be deposited and that live training would be conducted in Warrensburg. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
 5. Discussion on updating our Fire and Building code sets from ICC 2012 to ICC 2024. There would be benefits and risks associated with updating the code sets. COUNCIL: Council Person Jones made

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a motion to have staff review the ICC 2024 code. The costs to make the change would be included in the FY 25-26 budget. Council Person House duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

c. **Finance Committee Report:** *Council Person Henry gave the following committee report:
Present at meeting: Council Person Henry and Mount, Mayor Carla Moberly, City Administrator Christy Maggi and City Clerk Wendee Seaton, Council Person House.*

1. Retirement Benefits Program for July 1, 2025 – June 30, 2026. Committee recommends 2/1 to approve the benefit amount set at \$9,000. COUNCIL: Council Person Henry made a motion to have the Retirement Benefits Program amount set at \$9,000. Council Person House duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
2. Proposition A Sick Leave Policy: Committee recommends approval for regular part-time to receive sick leave as outlined in the recently approved Proposition A. COUNCIL: Council Person Henry made a motion to approve giving regular part-time employees 1 hour of sick leave for every 30 hours worked. Council Person Mount duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
3. March Monthly Financials: No comments.

9. Mayor's Report

a. Mayor's Recommendations for Council Appointments of Board Members and Liaisons

1. Austin Jones - Planning Commission Member (non-voting)
2. Greg Shannon - Cemetery Board Liaison, Tree Board Liaison
3. Rob Hills - Park Board Member
4. Stacia Wilson - Historic Preservation Commission Liaison
5. Cameron Jackson - C.A.R.E. (Clinton Animal Rescue Endeavor) Liaison
6. Gene Henry - MU Extension-Henry County Council Member
7. Gary Mount - Clinton Housing Authority Liaison
8. Roger House - Tourism Commission Liaison
9. Gene Henry - Airport Board Liaison
10. Roger House - Greater Clinton Area Chamber of Commerce Board Member

Council Person Jones made a motion to approve all recommendations for Council Appointments. Council Person Henry duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

b. The ribbon cutting for the new airport terminal will be May 8 from 11:30 am – 1:00 pm.

10. City Administrator's Report:

a. Council Meeting Dates to discuss changes to the Pay Schedule

- Meeting #1: May 16, 2025 at 12:00pm
- Meeting #2: May 27, 2025 at 5:15pm

b. Council Meeting Dates to discuss the FY 25/26 Budget

- Meeting #1: June 13, 2025 at 12:00pm
- Meeting #2: July 8, 2025 at 5:15pm
- Meeting #2: August 6, 2025 at 12:00pm

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11. **Unfinished Business:** None.

12. **New Business:**

a. Award bid for Micro Seal Street Project: Council Person House made a motion to approve the bid from Vance Brothers for \$164,131.88. Council Person Jones duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

b. Award bid for Overlay Street Project: Council Person House made a motion to approve the bid from Capital for \$152,603.80. Council Person Jones duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

13. **Closed Session:** Council Person House made a motion to adjourn to closed session pursuant to RSMo. 610.021 (3) *Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.* Council Person Shannon duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Gene Henry, Rob Hills, Roger House, Cameron Jackson, Austin Jones, Gary Mount and Greg Shannon; 0 Nays; 1 Absent: Stacia Wilson. Mayor Carla Moberly declared the motion passed. At 7:02 pm, Mayor Carla Moberly declared the motion passed and stated there would be a recess prior to convening in a closed session meeting. Council will not return to open session afterwards.

City Clerk Wendee Seaton

Mayor Carla Moberly

THIS IS A MUCH SHORTENED VERSION OF MY CHAMBER AND TOURISM REPORT THAT GOES TO THE PUBLIC EACH WEEK (MEDIA, WEBSITE AND FACEBOOK PAGES). I ALSO REPORT AT A CITY COUNCIL MEETING IN JAN., MARCH, MAY, JULY, SEPT., AND NOV. **TOURISM OR TOURISM-RELATED IN RED.**

WEEKLY UPDATE FROM THE GREATER CLINTON-AREA CHAMBER OF COMMERCE/BY DAVID LEE-DIRECTOR: 3.21.25

Dear Friends of Education:

The Society for Academic Excellence invites students who have achieved a 3.5 or higher grade point average during this school year to be recognized.

Clinton Schools--DONATION ALERT Thank you to the Clinton Tourism Association for supporting our Home Run for the Future campaign!

We've had people come into the Chamber over the years wanting some item with Clinton on it...either as a souvenir, gift, school project, etc. We've had some items, but never before...magnets. Well, here they are! \$5.00 at 200 S. Main St. M-F 8am-4:30pm.

We are now less than four months away from Olde Glory Days 2025! Yes!!

This week, we continued our "Featured" segments on the Chamber's Facebook page. We are now taking text and images from our member's websites, Facebook pages, Google searches, etc. and combining them into posts on our Facebook page. "Featured with the GCACC". It gives the viewer a "one-stop shopping experience" for each of our Chamber members. We have a lot of Chamber members so getting every business on our page will take quite a while, but we think it's well worth it! It's just another service from YOUR Chamber of Commerce. This week, we "Featured" Anstine Realty & Auction...W & S Door...Clinton's VFW Post...Applebee's of Clinton...Austin Construction...Vansant-Mills Funeral Home...Urich Fuel...AvFab/Central Airmotive...B & L Electric...UMB Bank of Clinton.

Are you needing a meeting space in Clinton? If so, the Chamber of Commerce may be able to help you out. --

3.28.25

Congrats to the Clinton Country Club on their 105th year in business! The Clinton Chamber, some of our Ambassadors, and friends of the Club were on hand Tuesday morning to celebrate. See photos from the event on the Clinton Chamber's Facebook page.

This week, we "Featured" U.S. Bank of Clinton...B&B MO Cinema 6 in Clinton...Baker Law Firm...Truman Lake Moose Lodge...Truman Lake Community Foundation...Banks Motors...Bee's Cleaning Service...Trinity Lutheran Church...Travel Connections...Benware Tractor and Auto in Clinton and Urich.

Help Wanted? Of course we can do that. If you are a member of the Greater Clinton Area Chamber of Commerce, remember that we will post your job openings for free on our Facebook page. We can also post job openings for non-members as well, but there is a small fee.

4.4.25

Benware Tractor and Automotive This Saturday, April 5th from 9:00-4:00 pm, join us for our re-grand opening in Clinton, MO!

This week, we "Featured" Bernard Tax & Bookkeeping...TC-Transcontinental...Tractor Supply...Big Brothers/Big Sisters of Henry Co...Leeton Medical Care...T-Mobile of Clinton...The Samaritan Center...Bradley and Hadley Funeral Home...Bright Futures Clinton...The Den.

Missouri SBDC · The Missouri SBDC is more than just business advisors—we're a growth partner for Missouri entrepreneurs. We help businesses: Analyze markets to find opportunities...Understand financials & secure funding Build strategies for sustainable success. In 2024, we supported 10,422 clients and training attendees and helped drive \$330.7M in increased sales! <https://ow.ly/HKBu50VklgN>

4.11.25

The Chamber celebrated a day early with Benware Tractor & Auto at 211 E. Douglas in Clinton on 4.4. Their official grand opening was officially 4.5. They're not completely finished on the inside and out (rain!), but they are very close and are ready for you to stop by. Congrats!!

Welcome New Chamber Member: APPLGATE CATERING CO. Catering for weddings, birthdays, baby showers, company parties, and more! 15+ years of experience! Also offering 'take n bake', delivery, hot and cold meals. +1 330-407-1330 Joeyapplegate@yahoo.com Joe Applegate-Owner/Operator, Let us cook for you...events of all sizes!

The Childcare Committee of the Chamber held four tours of Clinton childcare facilities on Friday, April 4th and then the students ended up at SFCC/CMU in Clinton for food, information and more. Childcare providers need more qualified employees and today more than 20 juniors and seniors from area schools may have found their future! We also wished our Economic Development Director Mark Dawson a Happy 70th Birthday.

This week, we "Featured" The Dalton House...Bucksaw Resort and Marina...C Squared Screen-printing and Embroidery...The Barn Therapeutic Riding Center...The Arbors at Glendale Gardens...Clinton Animal Rescue Endeavor (Clinton Animal Shelter)...Central Methodist University-Clinton...Taylor, Nold, Kenney and Mitchell, LLC...Survival Adult Abuse Center...Clinton Christian Church(D.O.C.)

32nd Annual
AG-APPRECIATION SCHOLARSHIP GOLF TOURNAMENT
SPONSOR: CLINTON CHAMBER OF COMMERCE
CLINTON COUNTRY CLUB
SATURDAY, JULY 19th, 2025
SHOTGUN START—8:30 AM

4.18.25

The official Grand Opening for King's Appliance on the Downtown Clinton Square was April 12th. The Chamber was there a day early to cut the ribbon, have some cookies and look around. We think you'll like what you see! Photos from the April 11th visit can be found at <https://www.facebook.com/ClintonMO/>

The 37th Annual Clinton Society for Academic Excellence Awards Ceremony was held Wed. evening (4.16) in the Clinton High School Gymnasium.

Thursday (4.17) was the annual "CHS Senior Class Skip Day". They may not have been at school that day, but the class of 2025 was all over town helping to clean and beautify Clinton, including inside and outside the Chamber of Commerce. Thanks to these students and Barb, Jerry and the folks from Jerry's Pest Control for organizing and helping out. Photos on our Facebook page.

This week, we "Featured" CISC...Summers Pharmacy...State Farm Ins...Clifton's Carpets...Clinton Methodist Church...SFCC-Clinton...Square 109...Clinton Abstract and Title...Clinton Candle Co...Solid Value Contracting.

2025 Spring City Wide Clean Up Week May 12 – May 17

4.25.25

Congrats to Schreiber Foods for 30 years at their Clinton facility on Nusbaum Place. The Chamber was there on Monday (4.21) to present them some cookies, take some pictures and visit. They also continue to grow. Look for new construction soon!

This week, we "Featured" Socket Internet and Phone...Clinton Christian Academy...Clinton Country Club...Smith's Edible Creations...Skaggs Nursery...Clinton Electric Supply...Clinton Flower Shop...Silhouettes by Andrea...Show-Me RV...Clinton Liquor Studio.

SAVE THE DATE!

The NEW Clinton Regional Airport Terminal is almost finished. Your support for this project, and/or the many prior projects that have lead us to this point, is greatly appreciated. The City of Clinton and the Clinton Airport Association will host a Ribbon Cutting & Open House to celebrate the completion of the new facility.

Share and Care for Special People Inc.--Guess what....

We are scheduling groundbreaking at our new property! May 8th at 2pm we will gather to break ground at 820 N. Price Lane. Klassen Construction will begin working diligently on making our dream become a reality.

5.2.25

The Olde Crow Antique and Flea is now open! 232 E. Hwy 7, Clinton. The Chamber and some of our ambassadors stopped by on Friday, April 25th to congratulate Lora, Max and all those involved. They are open 10-6 seven days a week.

Welcome New Chamber Member: HOLLY'S KITCHEN Holly Miller will be opening Holly's Kitchen on July 1st this year inside Meadow Lake Golf Club, 1000 Watson Parkway. She will offer made-from-scratch breakfast and lunch, comfort food, gluten-free options and it will be open to the public. She will also do take & bake. Holly's plans are to open around the first of July with breakfast and lunch, dinner on Friday evenings, and hopefully more evenings available in the future. She recently sold Holly's Country Kitchen in Monticello, IL, and the family will be moving to Clinton this summer to prepare for the opening of Holly's Kitchen!

This week, we "Featured" Clinton Quick Lube...Shoe Sensation...Sherman's Plumbing and Heating...Clinton Senior Center...Collision Leaders...Share and Care...Serrano's Mexican Restaurant...Compass Health Network...Cook & Co. CPAs...Serc Physical Therapy.

The Safe Streets and Roads for All (SS4A) Open House Details: Date: May 14, 2025 Time: 3pm-6pm
Location: Clinton City Hall Format: Drop-in style, with opportunities to review materials, provide feedback, and ask questions about the SS4A Safety Action Plan.

5.9.25

WELCOME NEW CHAMBER MEMBER: Hennemann's Dirt Work and Consulting LLC James Hennemann Excavating, Trenching, Culvert Pipe Replacement, Driveways, Water Drainage Systems, Land Clearing, etc. Using specialized equipment such as a landrake to separate debris from soil. Our machine has retractable tracks to allow it to go through gates. Fully Insured Clinton, MO +1 660-525-1254
hennemannsdirtwork@gmail.com

On Wed., Nov. 15th, 2023, a large crowd gathered as Clinton Mayor Carla Moberly, MoDOT Commissioner Gregg Smith and then-Clinton Airport Manager Wallace White broke ground to mark the start of the Clinton Regional Airport's new terminal. Today (May 8th), another large crowd gathered as a ribbon-cutting and ceremony was held at this location. Of the two million dollar price tag for this new facility, a grant from the Federal Aviation Administration covered 1.9 million dollars. Joel Long is now the Airport Manager.
<https://www.facebook.com/ClintonMO/>

Share and Care for Special People Inc. held a ground breaking at their new property today (May 8th) at 820 N. Price Lane. Klassen Construction will begin working diligently on making this dream become a reality. Also, according to Share and Care, we cannot wait to see our new office building and The Cheryl Craig Learning Center get started! Special thanks to all of our employees, individuals and families served, our wonderful Board of Directors, and the Craig family. <https://shareandcareservices.org/>
<https://www.facebook.com/ClintonMO/>

Store #20 is all new again. Clinton's Walmart held a celebration this morning (5/9/25) because their four-month remodel project is now complete. The morning included music, singing, speeches, grant giveaways and more. We left out one photo in this post...You'll have to go to Walmart and go in the west entrance to see the beautiful mural. <https://www.facebook.com/ClintonMO/>

From Clinton Main Street

May is historic preservation month and we are having a puzzle hunt to celebrate! May 6th - May 31st
Make a purchase downtown Collect all four pieces to be entered to win!

This week, we "Featured" Seeds of Faith Preschool... Cook Auction Co...Cook Tractor Supply...SecureNet...Schultz Tractor and Machine Service...Cover & Hilton Law...Crain Pest & Lawn...Schreiber Foods of Clinton...Rustic Bridges...Crave Boutique.

The City of Clinton officially received the Missouri Blue Shield designation from the Missouri Department of Public Safety. This prestigious honor recognizes Missouri communities that demonstrate a steadfast commitment to enhancing public safety and supporting law enforcement.

TO FIND OUT WHAT'S GOING ON AROUND CLINTON, BE SURE TO CHECK OUT OUR COMMUNITY CALENDAR AT <https://clintonmo.com/clinton-chamber-of-commerce/calendar/>

IF YOU HAVE SOMETHING YOU WOULD LIKE TO ADD TO OUR WEBSITE'S COMMUNITY CALENDAR, JUST EMAIL david@clintonmo.com



City of
Clinton
MISSOURI

OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street
Tuesday, May 13, 2025 • 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)

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

1. **Elect Committee Chair:** Motion by Rob Hills to elect Roger House as Chair. Motion carried, 2-0
2. **Community Development**
 - a. April Building Report: Info only
 - b. ATS Facility Disposition Proposal from Federal Transportation Administration: City staff has requested that FTA consider an alternate buy-out proposal.
 - c. Condemnation update: 402 E. Jefferson and 411 E. Oak: Contractor is waiting for Empire Gas to cap the gas service lines at each location.
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 - d. Consider accepting donation of approximately ¼ acre of property abutting Marigold Drive: Recommend, 2-0, for the City have the property surveyed to develop a legal description of the property to be donated to the City.



4. Street Department

- a. Bridge Inspection Results: Reviewed MoDOT bridge inspection report. Recommend, 2-0, that staff obtain a quote from CJW for design services for the reconstruction of Water Street bridge.
- b. Street cut update: TJ reported
 - 3 HCWC cuts were repaired yesterday (5/12) and 3 others were ready for concrete this morning (5/13)
 - 2 cuts at the intersection of Hillcrest Drive and OakStar Drive originated with street repairs made by the Street Dept. At one of the cuts, a small section was left open for a contractor to make a sewer connection. Contractor is responsible for final repair. At the other cut, a section was left open to allow BrightSpeed to repair a service line. City is responsible for final repair on this one. TJ will follow up on both of these to get them completed.
- c. Pavement management plan: PWC discussed the pavement analysis program offered by IMS and reviewed the report produced by IMS for the City of Branson. Since the Micro Seal and Overlay projects came in a total of \$59,926.79 under budget, PWC recommends, 2-0, that the remaining funds be allocated for pavement analysis. (See attached memo for follow-up comments)

5. Wastewater

- a. Stoneridge Sewer Line Project report: Information Only
 - b. East Sludge Basin: Aerator failed. An aerator has been moved from the west sludge basin, for temporary use, while the east basin is being emptied in preparation for repairs for the WWTP Improvement Project.
 - c. Triton Aerator/Mixer: Both Triton aerators are now running. AWR will make arrangements to construct a "bump-out" in the basin to protect some I-beams.
 - d. Montgomery Lift Station: Installation of the new control panel should be completed today (5/13). A spare VFD from Calvird P/S will be installed at Montgomery P/S.
 - e. Repair and Chemical Expense: Repair costs at 75% and chemical costs at 73%, year to date.
 - f. USACE Memorandum of Agreement signed by all parties. An RFP will be prepared for the archaeological process. Info only.
6. **Transfer Station Updates:** PWC reviewed cost estimates for repairing the roof, metal sides and reconstruction of the office. TJ will solicit another quote for the project.



MONTHLY BUILDING REPORT

REPORTING PERIOD:

4/1/2025

thru

4/30/2025

Previous Month Total Dollar Value YTD:

\$4,595,389.00

PERMIT TYPE	NUMBER OF PERMITS	# PERMITS YTD	MONTHLY DOLLAR VALUE
SINGLE FAMILY HOMES	<u>1</u>	<u>4</u>	<u>\$90,000.00</u>
MULTIPLE FAMILY HOMES (NUMBER OF UNITS WITHIN MFU)	<u>0</u>	<u>0</u>	<u>\$0.00</u>
GARAGES & CARPORTS (ATTACHED)	<u>0</u>	<u>0</u>	<u>\$0.00</u>
GARAGES & CARPORTS (DETACHED)	<u>1</u>	<u>2</u>	<u>\$850.00</u>
ACCESSORY AND MISCELLANEOUS	<u>6</u>	<u>26</u>	<u>\$32,368.00</u>
COMMERCIAL BUILDINGS	<u>0</u>	<u>1</u>	<u>\$0.00</u>
COMMERCIAL REMODELING	<u>0</u>	<u>1</u>	<u>\$0.00</u>
DEMOLITIONS	<u>0</u>	<u>0</u>	<u>\$0.00</u>
SIGNS	<u>0</u>	<u>1</u>	<u>\$0.00</u>
OTHER	<u>1</u>	<u>11</u>	<u>\$9,917.00</u>
TOTALS FOR MONTH=	<u>9</u>		<u>\$133,135.00</u>
TOTAL PERMITS YTD=		<u>46</u>	
TOTAL DOLLAR VALUE YTD=			<u>\$4,728,524.00</u>
TOTAL PERMIT FEES FOR MONTH=	<u>\$338.00</u>		
TOTAL PERMIT FEES YTD=	<u>\$10,761.00</u>		
PLUMBERS LICENSES ISSUED	<u>0</u>		

REMARKS: _____

Office: 573-751-2523
Cell: 573-508-2239
Email: Christy.Evers@modot.mo.gov

From: Kalt, William (FTA) <William.Kalt@dot.gov>
Sent: Tuesday, April 15, 2025 3:58 PM
To: Christy L. Evers <Christy.Evers@modot.mo.gov>
Cc: Moses, Cynthia (FTA) <cynthia.moses@dot.gov>
Subject: City of Clinton Facility Disposition Request - Buy Out Federal Interest

Christy, Evers (ModDOT)

We have been evaluating the City of Clinton's desire to buy out FTA's federal interest in the City Hall building and storage barn. The City of Clinton is proposing to:

FTA Circular 5010.IF Chapter 4 paragraph 2.k (g) Retain Title with Buyout - *Compensate FTA by computing the percentage of FTA funds in the original grant. Multiply the current fair market value of the property by this percentage. The recipient must document the basis for the value determination, typically an appraisal. Alternately, the recipient may pay the FTA the straight-line depreciated value of improvements plus the land value if this is greater than FTA's share of the Fair Market Value.*

City Hall

Based off the information in our files and the documentation sent to us, below is the calculation for the federal interest in City Hall.

- Appraised value of the city hall improvements (not including the land value) = \$1M
- The transit use of the facility is assumed to be 16% of the facility.
- The duration of the transit use was from 2005 to 2025- 20 years.
- The assumed useful life of the building is 40 years.
- The initial Federal amount in the grant \$242,718
- The initial local match to the Federal share is 20%

FTA's interest based off FMV = $16\% \times \$1M \times 80\%$ (Federal share) = **\$128,000**

FTA's interest based off SLD = $\$242,718 \times (20 \text{ yrs. remaining useful life} / 40 \text{ yrs planned useful life})$ = \$121,359

GREATER VALUE = \$128,000

Storage Barn

Based off the information in our files and the documentation sent us, below is the calculation for the federal interest in the storage barn.

- Appraised value of the city hall improvements (not including the land value) = \$200,000
- The transit use of the facility is assumed to be 100% of the facility
- The duration of the transit use was from 1999 to 2025- 16 years.
- The assumed useful life of the building is 40 years.
- The initial Federal amount in the grant \$66,159
- The initial local match to the Federal share is 20% and the Federal share was 80%

FTA's Interest based off the FMV = $100\% \times \$200,000 \times 80\%$ = \$160,000

FTA's interest based off the SLD = $66,159 \times (14 \text{ years left} / 40 \text{ useful life})$ \$23,155.65

GREATER VALUE = \$160,000

The total amount to be reimbursed to FTA would be $\$128,000 + \$160,000 = \$288,000$



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

From: Chuck Bailey
Sent: Tuesday, April 29, 2025 2:47 PM
To: Christy L. Evers <Christy.Evers@modot.mo.gov>
Cc: Christy Maggi <cmaggi@cityofclintonmo.com>; Bryan Heckman <Bryan.Heckman@modot.mo.gov>; Breeze McCracken <Breeze.McCracken@modot.mo.gov>
Subject: RE: City of Clinton Facility Disposition Request - Buy Out Federal Interest

I guess my question would be, will it do any good to complain? The FMV of the bus barn far exceeds the construction cost and is more than double the grant amount used to fund the construction. That's a pretty good return on investment for the FTA. I can understand wanting to be reimbursed 80% of the FMV if the city were wanting to sell the property, however there is no plan to EVER sell. Is this negotiable?

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



From: Christy L. Evers <Christy.Evers@modot.mo.gov>
Sent: Wednesday, April 16, 2025 12:15 PM
To: Chuck Bailey <cbailey@cityofclintonmo.com>
Cc: Christy Maggi <cmaggi@cityofclintonmo.com>; Bryan Heckman <Bryan.Heckman@modot.mo.gov>; Breeze McCracken <Breeze.McCracken@modot.mo.gov>
Subject: FW: City of Clinton Facility Disposition Request - Buy Out Federal Interest

Chuck,

I received the below email from FTA on their determination on the federal interest buyout of the Admin and Bus Barn Building, which is \$288,000 based on past and present information. I need to know if the City of Clinton is in agreement with this buyout amount and/or what factors in determining this amount you do not agree with. Please have a response on this to me by April 30, 2025.

Thanks,

Christy L. Evers
 Administrator of Transit
 Missouri Department of Transportation
 Multimodal Division - Transit
 105 W. Capitol Avenue
 P.O. Box 270
 Jefferson City, MO 65102

Christy Maggi

From: Christy L. Evers <Christy.Evers@modot.mo.gov>
Sent: Monday, May 5, 2025 12:57 PM
To: Christy Maggi
Cc: Bryan Heckman; Breeze McCracken; Chuck Bailey
Subject: RE: City of Clinton Facility Disposition Request - Buy Out Federal Interest

I have sent your concerns/request to FTA, I will let you know what they say.

Thanks,

Christy L. Evers
Administrator of Transit
Missouri Department of Transportation
Multimodal Division - Transit
105 W. Capitol Avenue
P.O. Box 270
Jefferson City, MO 65102
Office: 573-751-2523
Cell: 573-508-2239
Email: Christy.Evers@modot.mo.gov

From: Christy Maggi <cmaggi@cityofclintonmo.com>
Sent: Wednesday, April 30, 2025 4:58 PM
To: Christy L. Evers <Christy.Evers@modot.mo.gov>
Cc: Bryan Heckman <Bryan.Heckman@modot.mo.gov>; Breeze McCracken <Breeze.McCracken@modot.mo.gov>; Chuck Bailey <cbailey@cityofclintonmo.com>
Subject: RE: City of Clinton Facility Disposition Request - Buy Out Federal Interest

Christy, Evers (MoDOT)

I share Chuck's concerns, as he expressed below. This isn't just a generic piece of property owned by the City of Clinton, it is City Hall - with a garage on the same tract of land. The City is not considering selling these two structures.

Could FTA Circular 5010.1F Chapter 4 paragraph 2.k(2)(e) Transfer to Local Governmental Authority for Non-transit Use be interpreted as applicable to this situation? The FTA participation amount could be transferred to the City of Clinton, since the assets will remain in public use for considerably longer than five years?

Or, is there any possibility that FTA would consider accepting the SLD amount for the two structures (\$144,515), with something like a deed restriction stating that the difference between the SLD calculation and the FMV calculation would be paid to FTA should the City ever sell the property? It will be very difficult for the City to rationalize paying \$160,000 as a buy-out for a \$66,159 grant.

We would certainly like to have a discussion about options.

Regards,

Christy

5/7/25, 10:29 AM

2025 City of Clinton Bridge Inspection Results - TJ Williams

2025 City of Clinton Bridge Inspection Results

Christy Maggi
City Administrator
City of Clinton

Dear Administrator Maggi,

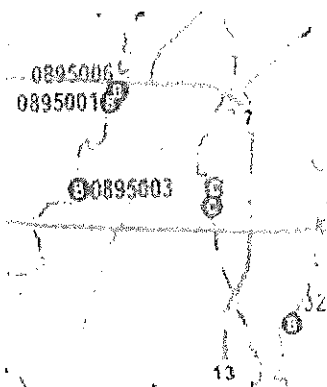
Enclosed are the results of the biennial bridge inspections for the City of Clinton. This submittal includes the following:

- Inspection forms with updated rating information
- Photographs taken during the inspections
- Summary of recommended work items

This summary includes 5 non-state structures on the National Bridge Inventory (NBI) that are owned and maintained by the City of Clinton. These inspections were performed by MoDOT Bridge Inspection staff with the assistance of Henry County Road and Bridge Department and TJ Williams on February 5th, 2025.

Listed below is a summary of the inspection for each of the structures:

- **Bridge #0895001 – Water Street over Town Creek** – 39' Single span bridge built in 2014 in satisfactory condition. MoDOT recommends flushing (cleaning) the bridge after the end of the winter season due to salt residue and painting the girders and superstructure due to the initiation of rust.
- **Bridge #0895003 – Urich Road over Town Creek** – This 120' 3 span solid slab bridge built in 1970 is rated in poor condition. The deck is delaminated from 40%-50%, numerous patches exist, and more patching is needed. MoDOT recommends patching the areas where the concrete has become delaminated and could possibly apply a chip seal that would help buy some time in order for a replacement structure to be planned.
- **Bridge #0895005 – Price Lane over Coal Creek** – This 27' 2 span box culvert built in 1966 is rated in satisfactory condition. MoDOT recommends removing silt that has collected downstream of the south cell.
- **Bridge #0895006 – Rives Road over Town Creek** - This 127' 3 span bridge built in 1992 is rated in fair condition. MoDOT recommends sealing deck joints and flushing the bridge in the spring after the winter season.
- **Bridge #0895007 – Franklin Street over Coal Creek** – This 33' Box Culvert built in 2022 is in very good condition.



Open Street Cuts, as of 05/15/25

HC Water Company

- Booth Road and Urich Road
- 101 S. Carter St. **FRIDAY POUR**
- ~~Intersection of Main St. and Rogers St~~
- 315 S. Orchard St.
- 114 E. Allen St.
- ~~Fairview St. and Main St~~
- ~~1103 S. Washington St (2x)~~
- 705 S. Second St.
- 409 W. Grandriver St. **FRIDAY POUR**
- 407 W. Grandriver St. **FRIDAY POUR**
- 323 N. Washington St
- 109 W. Oak St. **FRIDAY POUR**
- 923 N. Main St.
- 811 E. Grandriver St.
- Intersection of Eighth St. and Grandriver St.
- ~~Intersection of Third St. and Green St.~~
- ~~302 E. Elm St.~~
- ~~304 N. Seventh St.~~
- ~~305 N. Sixth St.~~
- ~~206 E. Sedalia St.~~
- Washington St. and Mill St.

Liberty Utilities

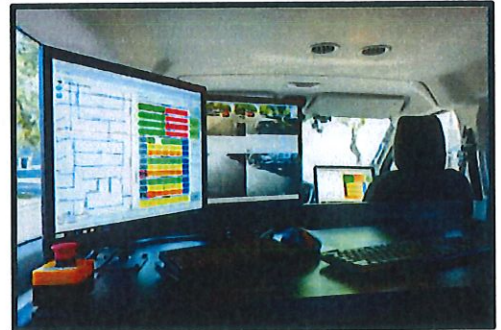
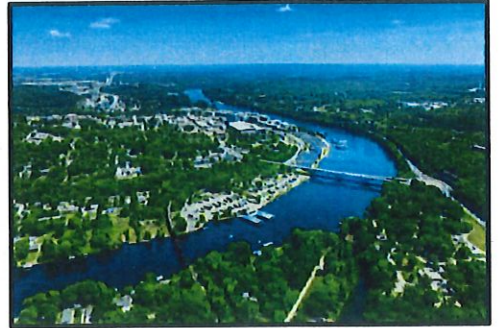
- 7th St. and Green St.

SAMPLE

Branson, MO

Pavement Management Report

January 2025



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POWERED BY ICC

APPENDED REPORTS Following Page 40

Appendix A Street Inventory and Condition Summary by Segment

Appendix B 5-Year Rehab Plan

Appendix C Full-size Maps

APPENDED MAPS

Functional Classification

Current Pavement condition index (PCI)

5 Year Rehabilitation Plan: \$1.35M Annual Budget

5 Year Post Rehabilitation PCI: \$1.35M Annual Budget

The analysis and data presented in this report are based on the inspections performed by IMS in August 2024 on the City's pavement network, using available work history and other assumptions that are detailed later in this report. All other segments were evaluated using the defined pavement deterioration models to reflect the conditions of the roadways at the time of analysis, January 2025.

1.2 Results Overview and Recommendations

PCI values provide an indication of the surface conditions and structural integrity of a pavement. The 0–100 PCI range is commonly divided into categories using descriptive terms: *Very Poor*, *Poor*, *Marginal*, *Fair*, *Good*, *Very Good*, and *Excellent*. Divisions between the terms are not fixed but are meant to reflect common perceptions of pavement conditions. These divisions are discussed in more detail in Section 3.0.

The City's roadways were generally found to be in *Very Good* condition **with an average PCI of 66**. **Figure 2** provides a visual breakdown of the distribution of pavement area across different PCI categories at the time of analysis. Approximately 53% of the City's roadways were found to be in *Excellent* or *Very Good* condition. If structurally sound, these pavements are often suitable candidates for cost-effective preventive maintenance treatments. On the other hand, pavements with a PCI below 40 (i.e., pavements in *Poor* or *Very Poor* condition) comprise the City's "backlog" of M&R. The **City's backlog was found to be 14%**. These pavements typically require full or partial reconstruction. Pavements falling within the middle categories, such as *Fair* or *Marginal* condition, often benefit from mill and overlay projects. It's important to note that these are general recommendations, and the specific M&R strategy may vary based on factors such as distress types, soil conditions, structural adequacy, and other project-specific details.

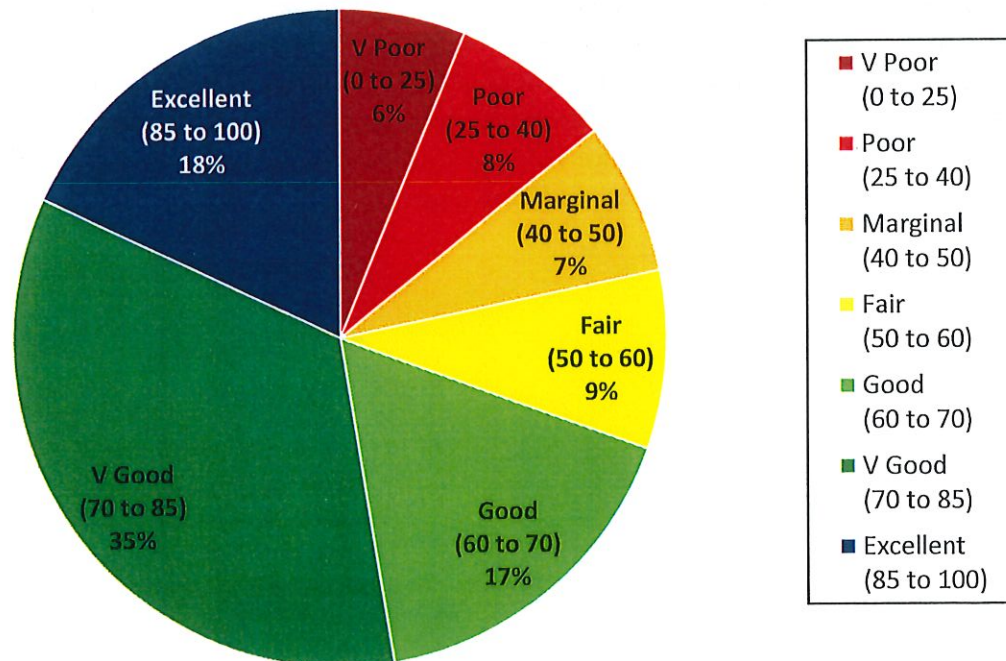


Figure 2 - Distribution of the City's Pavement System on a Condition Scale

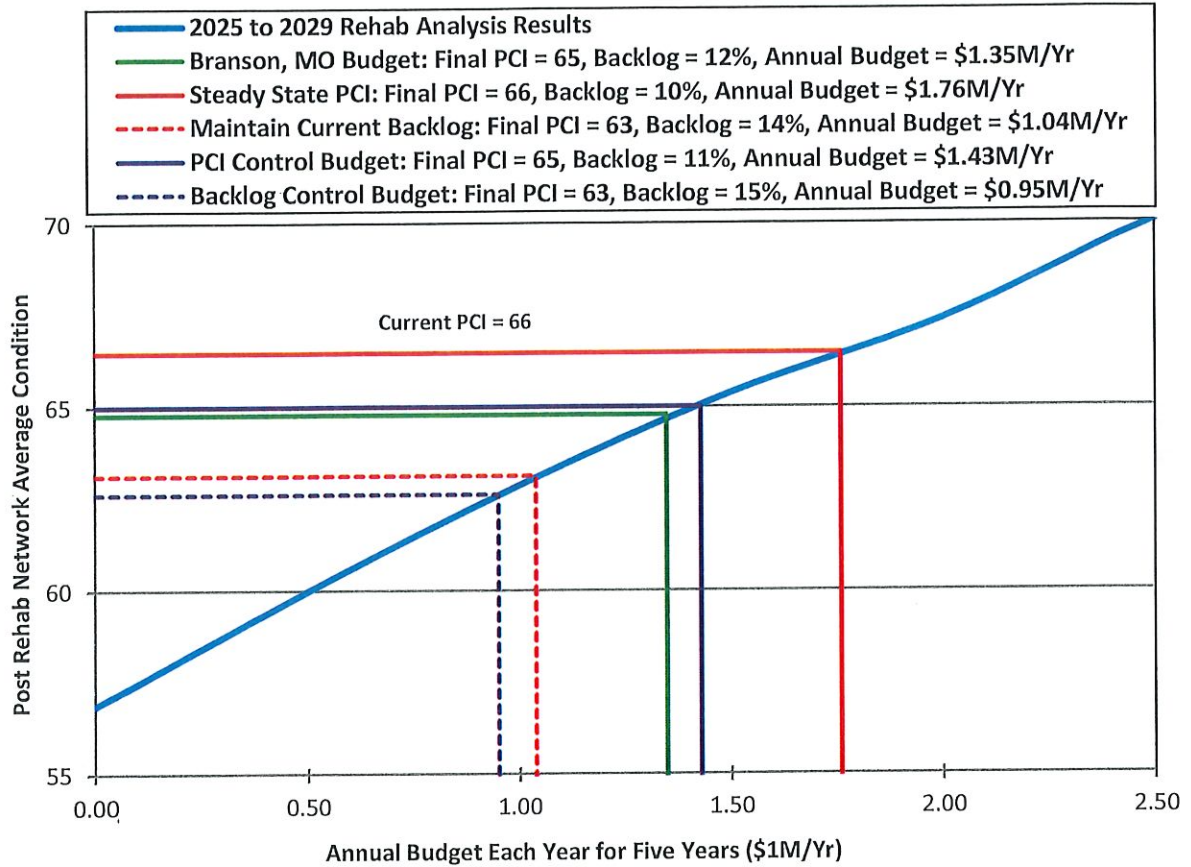


Figure 3 - PCI Based on Five-Year Annual Budget Funding Models

It is important to note that the information presented in the Executive Summary is condensed from various sections of this report.

City of Branson, MO
Street Inventory and Five Year Rehabilitation Plan By Year



\$1350k/Year Rehabilitation Plan

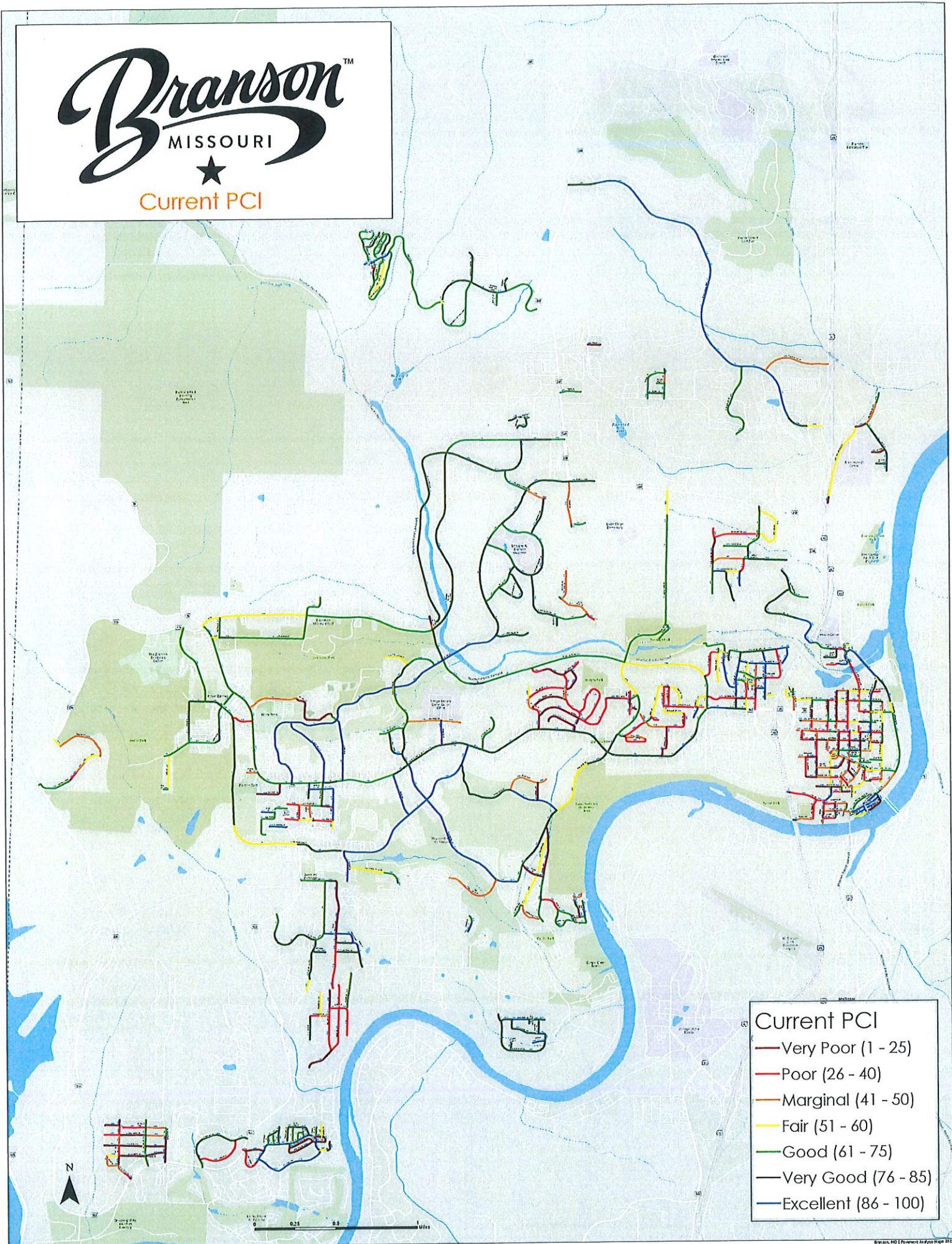
1/1/2025
1/1/2025

GISID	On Street	From Street	To Street	Current Segment PCI (CPCI)	Year of First Rehab	Rehab Activity	Avg Unit Rate (\$/yd2)	Segment Pavement Cost (\$)	1/1/2025	
									Whole Project Cost (\$)	5 Year Post Rehab PCI
1323	W ATLANTIC ST	N FIFTH ST	N FOURTH ST	27	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	33,814	33,814	89
1691	BERRY DR	HILLCREST PL	WESTWOOD DR	29	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	45,733	45,733	89
1709	BRANSON LANDING BLVD	BOX CAR WILLIE DR	DS@209E BOX CAR WILLIE DR	47	1	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	19,737	70,011	88
1366	BRANSON LANDING BLVD	DS@209E BOX CAR WILLIE DR	E LONG ST	41	1	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	50,274	70,011	87
1048	CELTIC DR	FALL CREEK RD	MACBETH AVE	25	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	38,599	38,599	89
1810	CELTIC DR	MACBETH AVE	MACBETH AVE	62	1	Edge Mill + Thin Overlay (1.5 - 2.0)	14.51	537	537	86
1342	CLUFF DR	N US HWY 65	HAWTHORN ST	26	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	85,579	106,778	89
1662	CLUFF DR	HAWTHORN ST	CANAL ST	30	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	21,199	106,778	89
1744	W COLLEGE ST	S SECOND ST	S SECOND ST	37	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	5,771	19,459	89
1648	W COLLEGE ST	S SECOND ST	S BUS 65	22	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	13,688	19,459	89
1407	E COLLEGE ST	S COMMERCIAL ST	S SYCAMORE ST	27	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	49,967	49,967	89
1198	DR GOOD DR	W 76 COUNTRY BLVD	NEIHARDT AVE	22	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	37,758	71,427	89
1250	DR GOOD DR	NEIHARDT AVE	BOSWELL AVE	32	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	33,669	71,427	89
1318	S FIFTH ST	W COLLEGE ST	W COLLEGE ST	29	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	38,947	38,947	89
1260	E HENSLEY ST	S BUS 65	S SYCAMORE ST	26	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	19,314	19,314	89
1687	HUGO DR	EOP	WESTWOOD DR	27	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	19,401	35,525	89
1234	HUGO DR	WESTWOOD DR	HERSCHEM	24	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	16,124	35,525	89
1658	W LONG ST	S FOURTH ST	HERY FORD ST	29	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	1,769	1,769	89
1445	W LONG ST	S SECOND ST	THOMPSON ST	62	1	MicroSurface / Chip Seal + Strctrl Pch	7.00	3,570	6,657	83
1653	W LONG ST	THOMPSON ST	S BUS 65	60	1	MicroSurface / Chip Seal + Strctrl Pch	7.00	3,087	6,657	83
1241	W MAIN ST	BLACKNER ST	DELLA ST	27	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	11,919	75,487	89
1238	W MAIN ST	DELLA ST	HERO DR	26	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	22,417	75,487	89
1230	W MAIN ST	HERO DR	CROSBY ST	28	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	41,151	75,487	89
1225	MICHEL LN	W STATE HWY 76	W HIGHLAND ST	34	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	27,579	81,519	89
1261	MICHEL LN	W HIGHLAND ST	CANTWELL	17	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	28,362	81,519	89
1580	MICHEL LN	CANTWELL	OKLAHOMA ST	30	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	10,179	81,519	89
1274	MICHEL LN	OKLAHOMA ST	MOCKINGBIRD LN	35	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	15,399	81,519	89
1547	MOCKINGBIRD LN	ROARK AVE	OAK LN	29	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	43,268	43,268	89
1232	NETTIE ST	W MAIN ST	BERRY DR	29	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	39,179	39,179	89
1530	W PACIFIC ST	EOP	DS@11E EOP	68	1	Edge Mill + Thin Overlay (1.5 - 2.0)	14.53	276	276	86
1806	PRICE ST	S SECOND ST	S SECOND ST	78	1	MicroSurface / Chip Seal	5.24	110	110	85
1464	S ROOT ST	S THIRD ST	S SECOND ST	29	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	22,359	22,359	89
1455	SHADY DR	DS@932N ILLINOIS ST	DALTON DR	20	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	57,971	188,964	89
1149	SHADY DR	DALTON DR	OUTDOOR ST	31	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	77,575	188,964	89
1153	SHADY DR	OUTDOOR ST	FALL CREEK RD	28	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	53,418	188,964	89
1495	SKYVIEW DR	S STATE HWY 165	EDEN WAY	20	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	10,527	26,825	89
1027	SKYVIEW DR	EDEN WAY	BAYLOR LN	36	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	16,298	26,825	89
1549	TRUMAN DR	TODD DR	DS@697W TODD DR	20	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	58,928	114,318	89
1550	TRUMAN DR	DS@697W TODD DR	ROARK VALLEY RD	37	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	55,390	114,318	89
1315	VETERANS BLVD	S BUS 65	W ATLANTIC ST	47	1	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	45,684	219,132	87
1425	VETERANS BLVD	W ATLANTIC ST	W OKLAHOMA ST	43	1	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	40,851	219,132	87
1328	VETERANS BLVD	W OKLAHOMA ST	DS@979N W OKLAHOMA ST	38	1	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	132,597	219,132	87
1652	ADAMS ST	S FIFTH ST	W LONG ST	36	2	FWM + Thick Overlay (> 2.0 - 3.0)	25.23	4,618	22,711	90
1466	ADAMS ST	W LONG ST	S FOURTH ST	46	2	FWM + Thick Overlay (> 2.0 - 3.0)	25.23	18,093	22,711	90
1321	W ATLANTIC ST	N THIRD ST	VETERANS BLVD	31	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.87	47,254	47,254	90
1152	BLUE MEADOWS RD	FALL CREEK RD	CYPRIA LN	33	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	31.16	19,318	119,178	90

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Current PCI

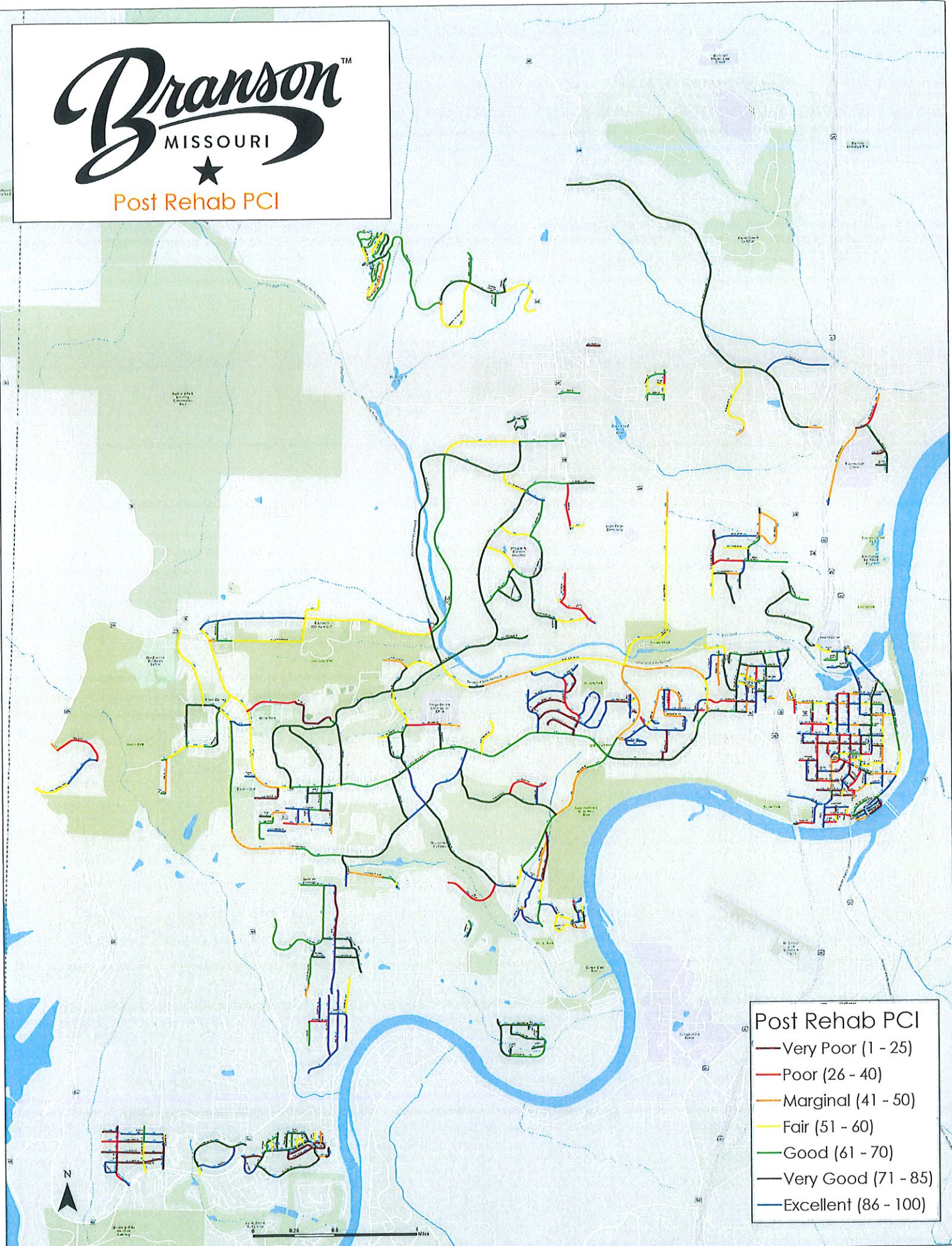


Branson™

MISSOURI

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Post Rehab PCI





City of
Clinton
MISSOURI

TO: Mayor and Council members

FROM: Christy Maggi *cm*
City Administrator

DATE: May 13, 2025

REF: Pavement analysis services

After the May 13th PWC meeting, staff gathered additional info about the services offered by IMS. Staff recommends that the City obtain a no-cost membership in TXShare, a cooperative purchasing program. IMS is an Awarded Vendor for Pavement Analysis Services through TXShare.

NOTE:

City Code Sec. 2-274 – Exceptions to bidding policy.

(4) *Cooperative purchases.* The bidding policy shall not apply to purchases made under cooperative government purchase contracts which the city is authorized to use, such as state purchasing contracts, state department of transportation contracts and federal General Services Administration (GSA) contracts.

The initial estimate from IMS is \$56,800 for a Roadway Condition Survey and a Structural Pavement Assessment. Staff would coordinate with IMS for a firm proposal, which would come back to the Council for review and approval.

Staff is also recommending that IMS be asked for pricing for the same services for the following parking lots: City Hall, Fire Dept., Community Center, Benson Center north and soccer complex.



About Us

Responsible for one-third of the gross domestic product of the State of Texas, the Dallas-Fort Worth Metropolitan Area is also the home of the North Central Texas Council of Governments (NCTCOG). Representing 16 counties, 226 cities, 23 school districts, and 38 special districts, the NCTCOG has a special audience of public planners, managers, and purchasing agents. The NCTCOG regularly assists these individuals in obtaining products or services and educating them on contracts availability of which they might otherwise be unaware.

Local governments and non-profit entities across all 50 states are eligible to participate in the TXShare program at no cost. Simply fill out our Interlocal Agreement, and any organization may take advantage of the TXShare contracts, as well as any future contracts to come. Typical turnaround time for an Interlocal Agreement to be executed is one business day. You can begin using the TXShare awarded contracts as soon as your Interlocal Agreement is returned, and again - there is never a cost to your organization to use the contracts.

TXShare Participating Organizations can confidently utilize our offerings knowing that each contract was procured under strict Uniform Guidance (2 CFR 200) and Texas Local Government Code procurement policies and procedures. Each contract was competitively sourced in a sealed-proposal method independently evaluated by subject matter experts.

Contact Us

Email your TXShare Team or the Advisory Committee:

TXShare@nctcog.org

Charlie Oberrender, CPPB
Purchasing Agent



Pavement Analysis Services

2022-06-01

[HOME](#) | [AVAILABLE CONTRACTS](#) | [PAVEMENT ANALYSIS SERVICES](#)

The Pavement Analysis Services program allows participating entities to choose from any of four highly qualified vendors to contract for pavement analysis services.

Participating entities can choose from a variety of menu options within pavement analysis services, including digital image collection, ADA ramp location and configuration, Pavement Condition Index (PCI) scores, budget estimates, and training.

Contract Administrator:
Charlie Oberrender, CPPB
Purchasing Agent
Office: (817) 695-9289
Cell: (281) 610-8914
coberrender@nctcog.org

[Payment Analysis Services RFP](#)


[NCTCOG Board Resolution Pavement Analysis Services](#)

Awarded Vendors

Applied Research Associates

Data Transfer Solutions, LLC

Fugro

 IMS Infrastructure Management Services

Roadway Asset Services, LLC

QUICK LINKS ▾

SOCIAL MEDIA



TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No:

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”). made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at _____.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services (“Products” or “Services”) through the **TXShare** Program. Participants will access the Program through www.TXShare.org. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant for purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No:

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability in the Participant for any goods or services Participant purchase through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TXShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No:

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation to solely pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
TXShare
616 Six Flags Drive, Arlington, TX 76011

Name of Participating Agency

NCTCOG Executive Director or Designee

Mailing Address

Signature of Executive Director or Designee

City State Zip

Date

Name and Title of Authorized Official or Designee

Signature

Date



Clean Water Regionalization Incentive Grant Program
 MO Department of Natural Resources

Project Name: Stoneridge Regionalization Facility Plan
 Project Period: 12/01/2024 to 12/31/2025 Reporting Period: 03/28/2025 to 04/29/2025
 Project Owner: City of Clinton Project Engineer: Garver LLC

SIGNIFICANT ACTIVITIES AND ISSUES COMPLETED DURING THE REPORTING PERIOD:

1. Whitehead Consultants, Inc. provided survey files 04/14/2025. Some additional data is required for the design of the connections. Survey is expecting to have those updates completed by 05/02/2025.
2. 04/28/2025 a drawdown test was performed at Harris Pump Station #1 to gather data for the hydraulic model.
3. City is continuing discussions with Stoneridge HOA regarding the formation of a sewer district.

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

Company	DATE	Cost	G/L #	Annual	
				Repair Expense 6700-6770	Budget
			6700	Building & Grounds Maintenance	\$5,000
AA Mechanical	25-Oct	\$580.16		replace capacitor for exhaust fan sludge press bldg	
Zollicker	6-Nov	\$1,181.91		filled diesel tank in yard	
AA Mechanical	11-Nov	\$309.20		air pressure switch at sludge press bldg	
Cintas	8-Nov	\$578.21		emergency exit lights and fire ext inspe	
AA Mechanical	9-Dec	\$1,052.74		repair furncace in main bldg	
Lowes	19-Dec	\$495.90		water heater for main bldg	
Ace Hardware	19-Dec	\$27.16		supply line for water heater	
Bradley Smart Trucking	2-Dec	\$755.70		rocks for road	
farmers elevator	28-Mar	\$120.00		weed spray for plant and collections	
			6702	Vehicle Maintenance	\$13,000
O'reilly	15-Oct	\$82.55		def	
O'reilly	18-Oct	\$49.95		transmission fluid	
O'reilly	21-Oct	\$10.86		plug	
O'reilly	14-Oct	\$217.84		battery for john deere tractor	
Jim Falk Motors	4-Oct	\$63.94		OFL	
KC Bobcat	23-Oct	\$1,279.30		tires for bobcat	
Powell	11-Oct	\$875.30		ram 2500 new tires	
Wal-Mart	11-Nov	\$77.37		Jumper box and diesel atigel additive	
Gregg Smith Ford	3-Dec	\$1,623.76		Ford F650	
Red Equipment	14-Nov	\$1,071.69		repair hose on jetter truck	
Transwest		\$2,670.04		Ford F650	
Napa	10-Dec	\$158.96		oil /filter for mule	
Heartland Tractor	9-Dec	\$26.65		oil filters for kubota mowers	
Wrecker	4-Dec	\$561.75		towed dumptruck to Belton	
O'reilly	19-Dec	\$22.95		windshilled wiper fluid	
O'reilly	30-Dec	\$51.06		oil and anti freeze	
O'reilly	17-Feb	\$23.89		anti freeze	
Foley Equipment	6-Feb	\$48.89		gas cap	
Powell	9-Jan	\$48.06		equinox oil change	
Jim Falk Motors	28-Feb	\$218.45		oil filter and lube for 3 pick up trucks	
Wal-Mart	15-Nov	\$73.64		steve	
Wal-Mart	31-Mar	\$41.13		lube and vehicle cleaner	
O'reilly	17-Apr	\$54.32		motor oil	
			6705	Wastewater Plant Maintenance	\$24,000
L & M SUPPLY	3-Oct	\$9.37		parts to repair sump pump LL	
USA bluebook	14-Oct	\$1,145.50		spare sampler pump	
Alliance Pump	16-Oct	\$1,330.00		remove headshaft on rotor 2	
Amazon	10-Oct	\$80.96		Rubber for skimmer arms	
Grainger	4-Oct	\$22.04		Coupler for portable drain pump	
SMC	1-Nov	\$1,343.67		4 gauge wire for mixer motors	
Ace Hardware	16-Oct	\$16.00		bolts for rotor 3	
Ace Hardware	22-Oct	\$6.91		bolts for rotor 2	
O'reilly	4-Nov	\$73.82		6" pump maintenance	
Grainger	14-Nov	\$6.64		Allthread for floating mixer repair	
b quip	20-Nov	\$194.09		ignition switch for 6" pump used for mixing digester	
Grainger	21-Nov	\$1,702.89		bar grating for headworks	
USA bluebook	2-Dec	\$276.68		polymer cleaner	
Grainger	9-Dec	\$13.58		all thread to repair floats/sludge basin	
amazon	10-Dec	\$217.56		threaded yokes/repairs to sludge float	
Ace Hardware	17-Dec	\$20.99		hoses and fittings/polymer pump leak	
AA Mechanical	30-Dec	\$1,578.13		electrical connection for 2 mixers	
L&M	15-Jan	\$9.89		1/2" pvc parts for polymer barrel repair	
L&M	14-Jan	\$10.57		1/2" pvc parts for polymer barrel repair	
L&M	14-Jan	\$5.74		more parts	
Amazon	3-Jan	\$27.13		bung caps	
Amazon	2-Jan	\$51.88		clear pvc plpe	
L&M	2-Jan	\$6.04		pvc parts	
Lowes	8-Jan	\$31.97		brass barb fittings	

			\$44,956.40			Subtotal	\$60,000	75%
							Annual	
Company		DATE	Cost	G/L #	Chemical Expense 7026		Budget	
				7017	Polymer		\$22,000.00	
Polydyne \$1.69		9-Oct	\$760.50		1 barrel			
Brenntag		2-Dec	\$2,655.00		2 barrels			
Brenntag		3-Mar	\$2,655		2 barrels			
Brenntag		10-Mar	\$2,655		2 barrels			
Brenntag	23-Apr	21-Apr	\$3,982		3 barrels			
Brenntag	7-May	5-May	\$2,655		2 barrels recieved 5 may			
Polydyne \$1.69			\$761		not delivered yet			
				7026	Chemicals Other-Wastewater			
			\$16,123.50			Subtotal	\$22,000	73%

Transfer station updates 2025

Roof and siding for the building = \$36,887.00

Includes:

- Siding
- Roof
- Skylights
- Door jams
- Gutters and down spouts

Office update = \$1651.50 w/plywood, \$2011.53 w/smart siding

- | | |
|-----------------------------|------------|
| • 4 - 2x4x12' (green) | \$9.12 ea |
| • 8 - 2x4x12' (white) | \$7.14 ea |
| • 35 - 2x4x10' (white stud) | \$5.80 ea |
| • 3 - 2x6x10' | \$9.90 ea |
| • 14 - 2x10x12' | \$14.76 ea |
| • 15 - 4x8 ½ plywood | \$27.99 ea |
| • 12 - 4x8 OSB | \$16.99 ea |
| • 1 - roll insulation | \$74.98 ea |

With:

Smart Siding \$2,011.53

OR

Plywood \$1,651.50

Exterior office covering

- | | |
|----------------------|------------|
| • 12 - Smart siding | \$64.99 ea |
| Or | |
| • 15 - 4x8 ½ plywood | \$27.99 ea |

(hardware not included)

Heating / Cooling

- | | |
|------------------------|------------------------|
| OR • Sleeved in wall | \$1500.00 to \$2500.00 |
| • Mini split (outside) | \$6000.00 to \$8000.00 |

Total cost (on high end) = **\$46,898.53**

Prices provided by, Jamie Foster, Sherman plumbing, Helm, and RP Lumber.



City of
Clinton
MISSOURI

PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA

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

Tuesday, May 20, 2025 • 5:45 p.m.

Present:

COMMITTEE MEMBERS: Austin Jones Stacia Wilson Greg Shannon

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

GUESTS: _____

1. Vehicle Maintenance Discussion



City of
Clinton
MISSOURI

FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, May 20, 2025 • 5:45 p.m.

Present:

COMMITTEE MEMBERS: Gene Henry Gary Mount Mayor Carla Moberly

STAFF: City Administrator Christy Maggi City Clerk Wendee Seaton

GUESTS: _____

1. Elect Committee Chair
2. April Monthly Financials

RESOLUTION NO. 10-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND VANCE BROTHERS, LLC., FOR A STREET IMPROVEMENT PROJECT.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Vance Brothers, LLC, for a street improvement project; and

WHEREAS, Vance Brothers, LLC, desires to provide such services; and

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

Section 1. The Agreement with Vance Brothers, LLC, for a cost not to exceed \$164,131.88, (Exhibit A) is hereby approved.

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

Read and passed this ____ day of May, 2025.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

**CONTRACTOR MASTER SERVICES AGREEMENT
FOR
MICRO SURFACING AND CRACK FILLING**

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

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

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City with the labor, materials and equipment to micro surface and crack fill streets as specified in the Proposal and Scope of Work submitted to the City. The Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all labor and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:
 - 1.1 **Scope of Services** – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.
 - 1.2 **Time for Completion** - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed no later than September 30, 2025.
 - 1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly

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

- 1.4 **Signatures** - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.
- 1.5 **Contract Documents** The Contract shall consist of the following documents, in this order of priority:
 - A. BID RESPONSE
 - B. REQUEST FOR BID
 - C. AGREEMENT
 - D. NOTICE OF AWARD
 - E. NOTICE TO PROCEED
 - F. ALL ADDENDA AND CHANGE ORDERS
2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

3. **City Responsibilities** - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder. Contractor shall notify City of all information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.
4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.
5. **Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.
 - 5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.
 - 5.2. In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.
 - 5.3. All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

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

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.
 - 5.4. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said

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

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:
- 6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
- 6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.
- 6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- 6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.
- 6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:
 - a) Contractor's own automobiles and trucks,
 - b) Hired automobiles and trucks, and
 - c) Automobiles and trucks now owned by the Contract.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.
- 6.6 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.
- 6.7 **Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other

buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

- 6.8 **Subcontractor** - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

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

7. **Indemnification** - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.
8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.
- 8.1 The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- 8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.
- 8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.
9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.
11. **City Authorization** - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City Administrator, as the context requires. Authorization by the City shall mean written instruction from the City Council or City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.
12. **Period of Services and Termination** – The period of performance under this agreement shall be no later than September 30, 2025. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.
13. **Prevailing Wage** – If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 31 attached hereto, to the extent the bid amount exceeds \$75,000.
14. **Liquidated Damages** - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City two hundred fifty dollars (\$250.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.
15. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

16. **Certification of Lawful Presence / Work Authorization** - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Sub-Contractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.
17. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.
18. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.
19. **Bonds** - Performance, payment and maintenance bonds shall be required upon execution on the contract. See forms in attached contract.
20. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. This Agreement shall be binding on the successors and assigns of the parties.

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

CONTRACTOR

CITY OF CLINTON

BY: _____

Carla Moberly, Mayor

TITLE: _____

DATE: _____

DATE: _____



VENDOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Monday May 5, 2025 at 10:00 AM

MICRO SURFACING AND CRACK FILLING

PROJECT AREA	STREET	PARAMETERS	EST. S.Y.	UNIT PRICE PER S.Y.	COST
1	Green	Prix Lane to Second	10,847	4.18	45,340.46
2	Hobbs	Second to Eighth	12,600	4.18	52,668.00
3	Seventh	Green to Ohio and Ohio to Henry	6,913	4.18	28,896.34
4	Brookwood	Antioch Rd. to cul-de-sac	3,609	4.18	15,085.62
5	Prix Lane	Quiet roads	3,874	4.18	16,184.32
6	Remington Circle	Second to cul-de-sac	1,473	4.18	6,157.14
TOTAL COST					164,131.88

- * Micro surfacing shall be to the ISSA A143 specifications (attached)
- * Cracks 1/2 in. and larger should be filled prior to application of the seal coat.
- * Bidders are encouraged to view Project Areas prior to submitting a bid.

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

The City of Clinton reserves the right to reject any and 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.

Initials

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

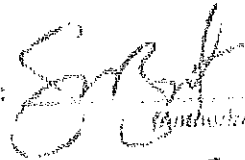
SIGNATURE

Name/Company: Vance Brothers, LLC

Phone #: 816-922-8821

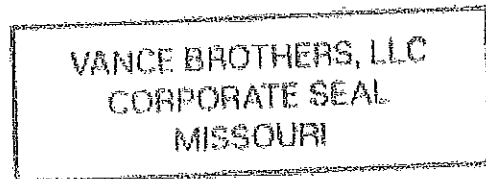
Email: asewell@vancebrothers.com By:

Date: 5/6/25



(Authorized Representative)

Shawn Brost
Vice President



RESOLUTION NO. 11-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND CAPITAL PAVING & CONSTRUCTION, LLC., FOR A STREET IMPROVEMENT PROJECT.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Capital Paving & Construction, LLC, for a street improvement project; and

WHEREAS, Capital Paving & Construction, LLC, desires to provide such services; and

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

Section 1. The Agreement with Capital Paving, LLC, for a cost not to exceed \$152,603.80, (Exhibit A) is hereby approved.

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

Read and passed this ____ day of May, 2025.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

**CONTRACTOR MASTER SERVICES AGREEMENT
FOR OVERLAY**

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

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

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City with the labor, materials and equipment to overlay streets as specified in the Proposal and Scope of Work submitted to the City. The Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all labor and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:
 - 1.1 **Scope of Services** – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.
 - 1.2 **Time for Completion** - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed no later than September 30, 2025.
 - 1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Contractor to provide work on an hourly fee plus

expense basis, the Contractor's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

- 1.4 **Signatures** - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.
- 1.5 **Contract Documents** The Contract shall consist of the following documents, in this order of priority:
 - A. BID RESPONSE
 - B. REQUEST FOR BID
 - C. AGREEMENT
 - D. NOTICE OF AWARD
 - E. NOTICE TO PROCEED
 - F. ALL ADDENDA AND CHANGE ORDERS
2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.
3. **City Responsibilities** - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder. Contractor shall notify City of all

information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.
5. **Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.
 - 5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.
 - 5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.
 - 5.3 All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

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

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

- 5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages,

losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:
 - 6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
 - 6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.
 - 6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
 - 6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.
 - 6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:
 - a) Contractor's own automobiles and trucks,
 - b) Hired automobiles and trucks, and
 - c) Automobiles and trucks now owned by the Contractor.The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.
- 6.6 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.
- 6.7 **Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases

where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

- 6.8 **Subcontractor** - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

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

7. **Indemnification** - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.
8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.
- 8.1 The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- 8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.
- 8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.
9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.
11. **City Authorization** - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City Administrator, as the context requires. Authorization by the City shall mean written instruction from the City Council or City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.
12. **Period of Services and Termination** – The period of performance under this agreement shall be no later than September 30, 2025. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.
13. **Prevailing Wage** – If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 31 attached hereto, to the extent the bid amount exceeds \$75,000.
14. **Liquidated Damages** - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City two hundred fifty dollars (\$250.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.
15. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
16. **Certification of Lawful Presence / Work Authorization** - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City

and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Sub-Contractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

17. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.
18. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.
19. **Bonds** - Performance, payment and maintenance bonds shall be required upon execution on the contract. See forms in attached contract.
20. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. This Agreement shall be binding on the successors and assigns of the parties.

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

CONTRACTOR

CITY OF CLINTON

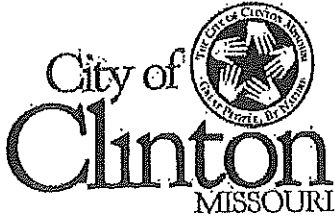
BY: _____

Carla Moberly, Mayor

TITLE: _____

DATE: _____

DATE: _____



VENDOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Monday, May 5, 2025 at 10:00 AM

OVERLAY PROJECT

PROJECT AREA	WORK	STREET	PARAMETERS	EST. S.Y.	UNIT PRICE PER S.Y.	COST
1	Overlay	Vansant	Ohio to WWTP, including triangle	9,193	\$16.80	\$152,603.80
TOTAL COST						\$152,603.80

- Install a 2 in. layer of PB-2 RAP or MoDOT equivalent
- Wedge layer to level surface will be required in selected areas.
- Bidders are encouraged to view Project Areas prior to submitting a bid.

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

Bids submitted after the deadline will be rejected.

The City of Clinton reserves the right to reject any and 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: Capital Paving & Const. LLC

Phone #: 573-239-4244

Email: erics@capitalmaterials.com By: [Signature]
(Authorized Representative)

Date: 5/5/2025