



## AGENDA

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

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes:**
  - a. Approval or correction of the minutes of the City Council Meeting of July 1, 2025.
5. **Personal Appearances:**
6. **Reports:**
  - a. David Lee - Chamber of Commerce
  - b. Mark Dawson - Economic Development Report
7. **Second Reading of Previously Read Bills:**
  - a. Employee alcohol and controlled substance use, abuse and testing policy  
**Bill No. 2025-03 - An Ordinance of the City Council of Clinton, Missouri repealing all ordinances pertaining to alcohol and controlled substance use, abuse and testing for City of Clinton employees and adopting a revised alcohol and substance use, abuse and testing policy for City of Clinton employees.**
8. **Committee Reports:**
  - a. **Public Works Committee Report:**
    1. Community Development
      - a. Monthly Building Report: Information Only.
      - b. Condemnation Update: Formal condemnation process will begin for 209 W. Ohio Street.
      - c. 411 E Oak Demolition: Waiting for Liberty to cap the gas line. Contractor is ready to begin demo.
    2. Waste Water
      - a. Contract Renewal: Reviewed 5-yr and 10-yr options. PWC will consider increasing chemical limit from \$22,000 to \$30,000.
      - b. WWTP Project Upgrade: Electrical panels and valves are on site. Other equipment and materials will be arriving.
      - c. WAS/RAS Pump Replacement: The 15-year old impeller housing must be repaired or replaced. Options are being considered. Current estimate for replacement is \$18,000.



- d. Update on East Sludge Basin: HDR, Garver, AWR and City staff viewed the heaved concrete in the basin. There are concerns that the liner, under the concrete, is damaged. HDR will prepare addendum for services to determine the best option for repairing the basin and for designing the repairs.
3. **Park & Rec**
    - a. Soccer Concession Update: The contractor estimate for building reconstruction cost will be submitted to the insurance carrier for the driver that damaged the building. Staff will gather and submit costs for additional impacts to the soccer program, as a result of the crash into the building.
    - b. Disc Golf: Survey of the Hawkins property should be completed in 2-3 weeks.
    - c. Aquatic Center Roof: Red Hammer to start work in mid-July.
  - b. **Public Safety Committee Report:** None.
  - c. **Finance Committee Report:** None.
9. **Mayor's Report**
    - a. Mayor's recommendation for the appointment of Cathy Jones to the Cemetery Board with a term expiring March 2028.
10. **City Administrator's Report**
  11. **Unfinished Business:** None.
  12. **New Business:**
    - a. Request for Street Closures for Emancipation Celebration
  13. **Closed Session:** Pursuant to RSMo. 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys; and (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

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

Budget Meeting #2 Agenda on July 23, 2025 at 5:15pm

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, July 1, 2025 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, July 1, 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

Others Present:

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

3. **New Business:**

a. Mayor Moberly announced her appointment of Brenda Elliott to the vacant Ward 1 Council seat. Council Person Jackson made a motion to confirm Mayor Moberly's appointment. Council Person House duly seconded the motion. 7 Ayes; 0 Nays. Mayor Carla Moberly declared the motion passed. City Administrator Christy Maggi administered the oath of office to Ms. Elliott. Council Person Elliott took her seat with the Council.

4. **Adjournment:** Council Person House made a motion to adjourn. Council Person Henry duly seconded the motion. 8 Ayes; 0 Nays. At 6:08 pm, Mayor Carla Moberly declared the motion passed and adjourned the meeting.

5. **Call to Order:** Mayor Carla Moberly called the meeting to order at 6:09 pm.

6. **Roll Call**

Council Persons:

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

Others Present:

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

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

8. **Approval of Minutes:** Council Person Henry made a motion to approve the minutes of the Open City Council Meeting of June 17, 2025. Council Person Jackson duly seconded the motion. 8 Ayes; 0 Nays. Mayor Carla Moberly declared the motion passed.

9. **Personal Appearances:** None.

10. **Reports:** None.

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

Council Minutes  
July 1, 2025

12. Committee Reports:

a. **Public Works Committee Report:** Council Person House gave the following committee report:

1. **Community Development:** Monthly Building Report: For Information Only.
2. **Street Department**

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

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

COUNCIL: Council Person House made a motion to approve Resolution No. 14-2025. Council Person Hills duly seconded the motion. 8 Ayes; 0 Nays. Mayor Carla Moberly declared the motion passed.

- b. City Wide Clean Up Report: Collected 10 open tops and 5 tanks for a total of 77.98 tons, amounting to \$7,952.00. For information only.
- c. Micro Surface Project: Vance Brothers doing crack sealing this week. For information only.

3. **Waste Water**

- a. South Meadows Pump Replacement: Recommend accept Alliance quote of \$7,965.72, installation included, with Mayor approval. For information only.
- b. CIPP: Ace Pipe completing the CIPP lining project today. For information only.
- c. Manhole Inspections: 62 manhole inspections have been completed in the last 2 months, all in the Harris and Deer Creek basins. Manhole repairs are needed at several locations.
- d. WWTP Upgrade: Electrical work continuing. Working with HDR to revise the location of the pad for the blower equipment.

4. **Cruise Nights**

Matt Wray and Marty Loyd request to close the Square at noon for each Cruise Night, which is 2 hrs. earlier than was approved with the initial event request. The layout will remain as previously approved. Recommend 2-0. COUNCIL: Council Person House made a motion to approve the request. Council Person Hills duly seconded the motion. 8 Ayes; 0 Nays. Mayor Carla Moberly declared the motion passed.

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

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

*Present at meeting: Council Person Jones, Council Person Shannon, City Administrator Christy Maggi, Fire Chief Mark Manuel, Deputy Police Chief John Scott, and guests Brenda Elliott and Bruce Dewsbury.*

1. Employee alcohol and controlled substance use, abuse and testing policy. Council Person Jones called for the clerk designee to give the first reading by title only of Bill No. 2025-03.

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

Council Minutes  
July 1, 2025

Council Person Jones made a motion to approve the first reading by title only of Bill No. 2025-03. Council Person Henry duly seconded the motion. A roll call vote was taken and following was recorded: 8 Ayes – Brenda Elliott, Gene Henry, Rob Hills, Roger House, Cameron Jackson, Austin Jones, Gary Mount and Greg Shannon; 0 Nays. Mayor Carla Moberly declared the motion passed. The second reading will be held at the next meeting.

- c. **Finance Committee Report:** *Council Person Henry gave the following committee report: Present at meeting: Council Person Henry, Council Person Mount and Mayor Moberly.*

1. Agreement with Henry County Collection for Tax Collection

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

COUNCIL: Council Person Henry made a motion to approve Resolution No. 01-2025. Council Person Mount duly seconded the motion. Discussion was held regarding the fees withheld by the County for providing the collection service. Typographical errors were noted in the document. Council Person Henry made a motion to revise the verbiage in the Distribution of Taxes section of the Agreement by changing *owning* to *owing* and *lhreinafter* to *thereinafter*. Council Person Mount duly seconded the motion. 8 Ayes; 0 Nays. Mayor Carla Moberly declared the motion to revise the verbiage passed. Mayor Moberly called for the vote on the original motion to approve Resolution No. 01-2025. 8 Ayes; 0 Nays. Mayor Carla Moberly declared the motion passed.

13. **Mayor's Report:** Mayor Moberly encouraged all to support and enjoy Olde Glory Days, July 4-6.

14. **City Administrator's Report:**

- a. The Englewood Cemetery Perpetual Fund is holding a dedication ceremony for "Moon Flight," a sculpture by Martha Aldridge, in honor and memory of Julius F. Wall IV for his 53 years of service to the Perpetual Fund. The ceremony will be Friday, July 4, 2025 at 1:00 pm, at the columbarium at Englewood Cemetery.
- b. Engineers (HDR and Garver), Alliance staff and City representatives will meet at 10:00 am on Wednesday, July 2, 2025 at the Wastewater Treatment Plant to view the concrete failure in the east sludge basin.

15. **Unfinished Business:** None.

16. **New Business:** None.

17. **Closed Session:** Council Person House made a motion to adjourn to closed session pursuant to RSMo. 610.021 (1) *Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.* Council Person Jones duly seconded the motion. A roll call vote was taken and following was recorded: 8 Ayes – Brenda Elliott, Gene Henry, Rob Hills, Roger House, Cameron Jackson, Austin Jones, Gary Mount and Greg Shannon; 0 Nays. At 6:30 pm, Mayor Carla Moberly declared the motion passed and stated there would be a brief recess prior to convening in a closed session meeting. Council will not return to open session afterwards.

---

City Clerk Wendee Seaton

---

Mayor Carla Moberly

THESE ARE THE REPORTS I USE FOR OUR BOARD MEETINGS EACH MONTH, ALTHOUGH THOSE REPORTS HAVE BEEN SHORTENED QUITE A BIT FROM WHAT I SEND TO THE PUBLIC EACH FRIDAY (FACEBOOK, WEBPAGE AND MEDIA). **TOURISM-RELATED IS IN RED.** I REPORT TO CITY COUNCIL DURING YOUR SECOND MEETING IN JAN., MARCH, MAY, JULY, SEPT. AND NOV.

**WEEKLY UPDATE FROM THE GREATER CLINTON-AREA CHAMBER OF COMMERCE/BY DAVID LEE-DIRECTOR: 5.23.25**

### **Lee Stoneking Memorial Fiddle Contest**

**Update on the fiddle contest!! It has been moved RAIN or SHINE to the Benson Center in Clinton!**

-----  
**Kansas City TV is coming to Clinton! The City, Chamber and others are continuing to work with the great folks at FOX4KC as they will be broadcasting live from Clinton the morning of May 30th.**

-----  
The Clinton Chamber of Commerce and our Ambassadors Committee are hosting a Legislative Luncheon.

-----  
From Clinton Main Street  
May is historic preservation month and we are having a puzzle hunt to celebrate!

-----  
This week, we continued our "Featured" segments on the Chamber's Facebook page.

**5.30.25**

**A huge THANK YOU to the folks at FOX4 KC for featuring Clinton as their first Zip Trip of the year.**

-----  
The Clinton Chamber, some of our ambassadors, and others helped Central Methodist University celebrate 15 years in Clinton on May 23rd at the Truman Regional Education Complex. Also, thanks for lunch!

-----  
City of Clinton, MO--City of Clinton SS4A Online Open House Questionnaire

The City of Clinton and Consultant CJW held an open house on May 14 at City Hall discussing street safety. We'd like to extend an invitation online to those who couldn't attend but still want to have their voices heard. Please share your concerns and recommendations for safer streets in Clinton, Missouri until June 11.  
<https://forms.office.com/r/LfUZzHQZDT>

-----  
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 about a month away from Olde Glory Days 2025!**

-----  
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.

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

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

**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](mailto:david@clintonmo.com)**

**6.6.25**

**Olde Glory Days 2025 is less than a month away!**  
-----

**Clinton Sunrise Optimist Club is at Dietz Family Buffet.**---Today's program was given by David Lee and Scott Bernard. They spoke on the soon upcoming Olde Glory Days. Pictured from the left are Vice President Brian Maday, David Lee, Scott Bernard, and program chair Tony Bullock . <https://www.facebook.com/ClintonSunriseOptimists>  
-----

**Cycles & Cream** is celebrating their one-year anniversary so the Chamber, Ambassadors and friends were on hand Wednesday (6.4) to help Ben mark the occasion  
-----

**You can find out about disc golf in Clinton and a tournament coming up later this month when you go to the Chamber's Facebook page and check out our new video: <https://www.facebook.com/ClintonMO/>**  
-----

Golden Valley Fireworks is now "Featured in Photos", <https://www.facebook.com/ClintonMO/>.  
-----

**6.13.25**

Dull Law, LLC is celebrating 15 years in Clinton, so the Chamber, some friends and family were there to congratulate them on Thursday afternoon.  
-----

Welcome New Chamber Member: Steve's Pest Control Inc.  
-----

**Olde Glory Days 2025 is less than three weeks away!**

**6.20.25**

**Olde Glory Days 2025 is just about here! The Daily Pocket Planners are available at the Chamber of Commerce (200 South Main), <https://www.facebook.com/oldeglorydays/> and**

<https://clintonmo.com/clinton-chamber-of-commerce/calendar/> . We will of course feature the Veteran's Dinner and so many of your favorites from the past, and new items for this year. Mark your calendars for Olde Glory Days 2025, July 3rd-6<sup>th</sup>.

-----

Clinton MO Rotary Club--David Lee, Executive Director of the Clinton Chamber of Commerce, was guest speaker at Rotary.

-----

WELCOME NEW CHAMBER MEMBER; Novus LifeCare Home Healthcare and Hospice NOVUS LIFECARE provides progressive and nurturing care you, and your loved ones will come to rely on in difficult times.

1703 North Second St., Clinton

1 660-890-2014

brandi.mckinney@novuslifecare.com

[novuslifecare.com](http://novuslifecare.com)

-----

On Tuesday (6.17), the Chamber of Commerce held one of our Chamber Luncheons at the Elks Lodge Banquet Room. Speakers included MO State Senator Sandy Crawford, Clinton Mayor Carla Moberly, Chamber President-Elect Jared Goodbrake, Past-President Amber Hansen, Ken Lumley with the MO Dept. of Social Services, Clinton Economic Development Director Mark Dawson and Chamber Director David Lee. Lunch was provided by Powell Meat Company. Sponsors included Golden Valley Memorial Healthcare, Heartland Comm. Theatre, Henry Co. Mutual Ins., Jim Falk Motors, OakStar Bank, and Osage Valley Electric Co-op.

-----

## 6.27.25

Olde Glory Days 2025 is just about here! The Daily Pocket Planners are available at the Chamber of Commerce (200 South Main), <https://www.facebook.com/oldeglorydays/> and <https://clintonmo.com/clinton-chamber-of-commerce/calendar/> . We will of course feature the Veteran's Dinner and so many of your favorites from the past, and new items for this year. Mark your calendars for Olde Glory Days 2025, July 3rd-6<sup>th</sup>.

-----

Welcome New Chamber Member: Hedgewood Estates

1 660-596-5445

Hedgewoodestates@gmail.com

Welcome home to Hedgewood Estates. This gorgeous subdivision offers 5-acre lots just minutes SE of Clinton, Missouri!

-----

The Greater Clinton Area Chamber of Commerce is seeking applicants for the position of Economic Development Director. This is an executive professional position that interfaces closely with many community leaders and organizations.

If you have professional drive and want to make a difference, this position could be interesting for you.

The existing economic development director plans on retiring around 10/2/2025 after serving Clinton for over 6 years. He will stay available as need be to assist with the transition.

Find out more at <https://www.facebook.com/ClintonMO/> or <https://clintonmo.com/>

-----

Please consider nominating someone and/or sharing this post. Thanks!

NOMINATE YOUR 2025 AG PERSON OF THE YEAR! Sponsored by the Greater Clinton Area Chamber of Commerce. Nominees for the Ag Person of the Year should have contributed outstanding service to the Clinton area agricultural community. The award is presented at the Ag Appreciation Dinner and Auction each August (this year on the 18th at 6pm at the Benson Center).

Please return completed nomination forms to:

Ag Committee/Greater Clinton Area Chamber of Commerce, 200 South Main, Clinton, MO 64735

Nomination forms are due by Monday, Aug. 4th, 2025.

**7.11.25**

Olde Glory Days has come and gone for another year. It seems like everything went pretty smooth and folks had a good time. Honoring our Country, its Veterans and hoping people have a good time are the reasons we do this. So many people to thank but if I start to name them, I'm sure I will forget some, so to those that know who I am talking about; THANKS!! We've already started plans for 2026 Olde Glory Days! Quite a few folks showed up to our post-event picnic and several notes were taken on what went right and what we can do better. **YOU CAN BE INVOLVED:** Just call the Clinton Chamber at 660-885-8166 and tell us how you would like to volunteer!

**Sponsors this year included:**

AAA Property Management...American Family Ins (Carla Moberly)...Benware Tractor & Automotive...Bernard Tax & Bookkeeping...Central Airmotive...Central Methodist University-Clinton...Clinton Abstract & Title Co...Clinton Arts Council...Clinton Sunrise Optimist Club...Clinton Quick Lube...Cook Tractor Parts...Cover & Hilton Law...Crain Pest & Lawn...Crave Boutique...Cummings Men's Wear...Dave and Katy Garnett...David and Deb Mills...Dennis and Debra Sieger...Dody Legacy Group...Doug and Kristi Kenney (Kenney Farms)...Dull Law, LLC...Edward Jones Investments...Everhart's Outdoor Store...First Baptist Church of Clinton...Fortress Insurance Services...Full Line Lumber Center...Gary's Towing/Truman Lake Towing...Golden Valley Disposal...Golden Valley Fireworks...Golden Valley Memorial Healthcare...Golden Valley Tractor...Golden Valley Vendors...Gregg Smith Ford-Lincoln...Groff Dental Studio...Hampton Inn of Clinton...Hardee's...Hawthorn Bank...Heartland Community Theatre...Helm Plumbing & Heating...Hennemann's Dirt Work...Henry Co. Commissioner Jacob Bradley...Henry Co. Health Center...Henry Co. Mutual Ins...Henry Co. Public Library...Henry Co. Water Co...Henry M. Adkins & Sons Printing...Henzlik Architecture...Jack's Warehouse Carpet...Jerry and Barb Mosley...Jerry's Pest Control...Jim Falk Motors...Jim Raysik Body Shop...King's Appliance-Clinton...Klassen Construction & Branco Enterprises...Legacy Bank & Trust...Logan's Heating and Cooling...Meadow Lake Golf Club...Meadows Contracting...Mike Keith Insurance...Mills & Sons Insurance...OakStar Bank...Pizza Glen...PLZ Corporation...Price Cutter-Clinton...Ranger Power...RC and Ann Julian...Re/Max Truman Lake...Republic Services...Schreiber Foods-DDN...Seeds of Faith Preschool...Sherman Plumbing & Heating...Square 109...State Fair Community College-Clinton...State Rep. Jim Kalberloh...Taylor, Nold, Kenney & Mitchell, LLC...TC-Transcontinental Packaging...UMB Bank...US Bank...Vansant-Mills Funeral Home...VFW Post #1894...Wetzel Family Foundation (Gus and Susie)...White River Marine Group...World Finance Corp...World Wide Technology...Zollicker Oil.

-----  
Holly's Kitchen is now open! The Chamber of Commerce is proud to announce that their B & G is awesome!!

It's finally here! Holly's Kitchen will be open to the public Thursday, July 10! Breakfast served 7:30 - 10:30 and Lunch served 11-2. We will be open Thursday, Friday and Saturday this week. Holly's Kitchen is located at 1000 Watson Parkway in Clinton, MO inside the Meadow Lake Golf Club.

-----  
The Chamber of Commerce held a ribbon-cutting for Novus LifeCare Home Healthcare and Hospice in Clinton. This new business is helping folks throughout the area already. Look for a Grand Opening in their new location later this year.

-----  
Welcome New Member:  
Aftermath Glass LLC  
660-924-6166  
aftermathglassllc@gmail.com  
<https://www.facebook.com/profile.php?id=61576513013747>  
-----

The Pediatric Place is celebrating 10 years of business and the Chamber, with some of our Ambassadors, were there 6.30 with a cake and certificate. The Pediatric Place, LLC is a multi-disciplinary clinic whose main goal is treating the whole child.

---

Economic Development Report  
Clinton Chamber of Commerce Board of Directors Meeting  
Meeting on Tuesday 7/15/2025  
Report for Period 6/12/2025-7/10/2025

PROJECT ACTIVITY:

NEW PROJECTS:

- Project Pads: (6/26/2025): Local existing business looking at diversification and needing an existing 3,000SF-5,000SF facility with some outside area near a highway. Two possible buildings submitted to company on 6/27/2025.
- Project Drive-Link: (7/9/2025): Office user needing up to 10,000SF to lease. Client is in the automotive digital title, registration and related industry. Company is in growth mode and needs space for up to 50 employees. This is a GSLI lead.

PROJECT LEADS WE COULD NOT SUBMIT ON THIS PERIOD:

- None

POTENTIAL UPCOMING DEALS (75%+ Odds)

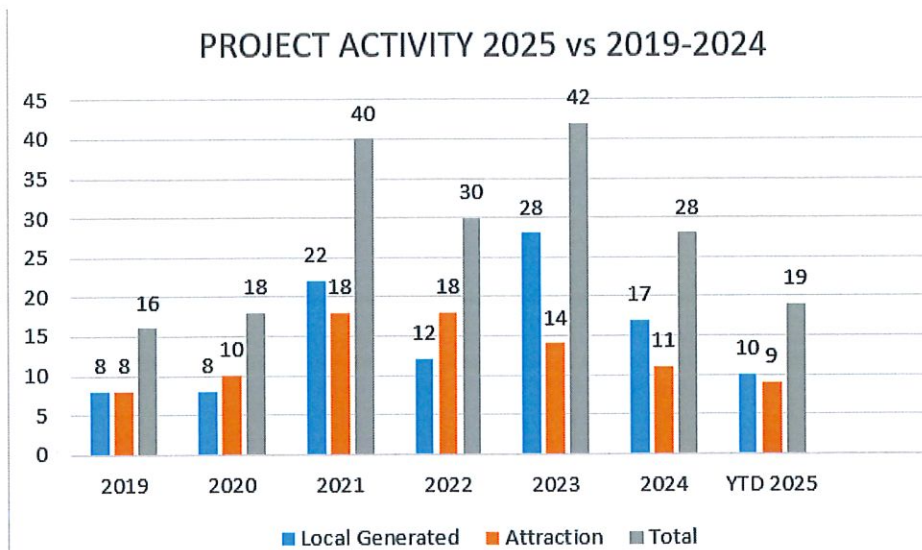
- Project Cuff: (6/05/2025): Medical related service provider looking at space in downtown Clinton for new office. Final lease arrangements being negotiated at this time.

ADMINISTRATIVE UPDATES:

- Meeting with Chamber Economic Development Search Committee on Thursday 6/12/2025.
- Attended and presented at Chamber Legislative luncheon on Tuesday afternoon 6/17/2025.
- Attended and presented Monthly report at Clinton City Council on Tuesday evening 6/17/2025.
- Attended Chamber Executive Committee meeting on Thursday 6/19/2025.
- Participated in Economic Development Director interviews on Tuesday morning 6/24/2025. We had two applicants for this round of interviews.
- Attended Chamber of Commerce Monthly Board meeting on Tuesday afternoon 6/24/2025.
- Phone call with Economic Development Applicant from Arizona on Wednesday 6/25/2025.
- Local business contacted us on Thursday 6/26/2025 and are interested in diversification of their business and looking for 3,000-5,000SF existing building with small outside area. Provided list of two existing buildings that might work. This is Project Pads.
- Meeting and tour of Clinton with former resident who is a college professor at Texas A&M on Tuesday 7/1/2025.
- Attended City Council closed session on Tuesday evening 7/1/2025.
- Made contact with Liberty Utility on Monday 7/7/2025 to help City of Clinton with proper contact for improvements that Liberty needs to do so city street work can be accomplished.
- Several phone calls on Tuesday 7/8/2025 on lease details for Project Cuff.
- Attended restaurant open house on Wednesday 7/9/2025 for Holly's Restaurant at Meadow Lake CC.
- Worked on monthly report for City Council meeting on 7/9/2025. The Council meeting is Tuesday night 7/15/2025.
- Phone call with local business on Wednesday morning 7/9/2025 regarding issues with payment by a local business.
- Zoom call with Olivia Ross, MODED State Project Manager on Wednesday afternoon 7/9/2025.
- Zoom call with MODED Certified Sites Committee and State DED Director on Thursday morning 7/10/2025.

# Economic Development Activity Report for the period 6/12/2025-7/10/2025

Project Name	Type	CAPEX	Jobs	SF Acres	Status Note	
Project Rooftop (7/15/2024)	Housing	N/A	N/A	N/A	3	Developer looking at Income based senior housing
Project New Direction (12/3/2024)	Service	\$2,250,000	N/A	30,000	7	
Project West (1/7/2025):	Construction	N/A	N/A	N/A	10	Builder interested in potential of a small subdivision for small homes.
Project Cup (1/14/2025):	Retail	N/A	N/A	2,500		Investor considering a food related store for downtown Clinton.
Project Chemical Coatings (1/16/2025):	Manufacturing	\$10,000,000	50	20,000	5	Manufacturing project needing 20,000+SF facility. 25-50 jobs. In business for 50+ years.
Project Moving Van (1/24/2025)	Manufacturing	\$5,000,000	25	50,000	7	Local Investor group looking at bringing manufacturing firm to Clinton
Project E-Beam (1/28/2025)	Manufacturing	N/A	75	125,000	25	GSLI Lead. The company is seeking 15 to 25 acres to construct up to a 150,000SF electrical steriliza
Project Flathead (1/31/2025)	Service	N/A	10	7,000	2	Retail service firm (start-up) looking in Clinton for a building in the 7,000 to 10,000SF range.
Project Pickle (2/11/2025)	Unknown	Unknown	N/A	N/A	700	Site locator representing out of state firm looking for a large parcel of land.
Project Sign (2/14/2025)	Office	N/A	N/A	7,000	2	Officer user needing to grow
Project Mancave (2/21/2025)	Service	\$2,500,000	N/A	15,000	3	Existing business owner looking at new project type for Clinton
Project Spike (2/27/2025)	Manufacturing	\$100,000,000	50	100,000	25	Metals related firm needing expansion site. Company has ties to Clinton.
Project Matt (3/17/2025)	Service	\$1,500,000	5	18,000	7	Henry County Firm needing to expand
Project Spreadsheet (3/18/2025)	Office	Unknown	5	4,000	N/A	Financial Prodcfs firm looking at Clinton for a location
Project Crust (6/4/2025)	Retail	Unknown	N/A	4,500	N/A	Franchise Restaurant has signed lease but going slow
Project Cuff (6/5/2025)	Office	Unknown	25	3,000	N/A	Medical related user needing office space
Project Diversified II (6/3/2025)	Manufacturing	Unknown	N/A	18,200	20	Manufacturer looking at existing building just outside of Clinton
Project Pads (6/26/2025)	Service	Unknown	N/A	3,500	N/A	Local firm looking at diversification and needs new space
Project Drive-Link (7/9/2025)	Office	Unknown	50	10,000	N/A	GSLI Lead: Office service provider in he automotive aftercare market
			2 New Projects Opened this period	Status Code		
			4 Project closed during this period	Problems		
			0 Project Success	Projects positive		
			Monitoring 19 projects	Slow to no activity		



PROJECT SUCCESS AND CLOSED PROJECTS

PROJECT SUCCESS						
Name	Type	CAPEX	#Jobs	SF	Acres	
<b>2019</b>						
Parks Cabinets	Manufacturer	\$2,500,000	22	32,000	7	
Champion Brands	Manufacturer	\$5,000,000	10	N/A	N/A	
Montrose Grain	Warehouse	\$2,100,000	2	N/A	3	
TC-Nussbaum	Manufacturing	\$5,100,000	13	N/A	N/A	
<b>2020</b>						
Cook Auction	Service	\$2,500,000	10	32,500	5	
White River Marine	Manufacture	\$1,000,000	5	10,000	1	
Powell Meats	Manufacturer	\$1,000,000	35	5,000	1	
ABI Bottling	Manufacturer	\$1,000,000	10	18,000	25	
Golden Valley Tractor Replacement	Service	\$2,000,000	15	20,000	10	
Burger King	Retail	\$2,500,000	30	N/A	1	
<b>2021</b>						
Liquor Studio	Retail	\$1,250,000	10	6,000	N/A	
Sunrise Medical Marijuana	Retail	\$1,200,000	15	5,000	1	
Crawford Auction Services	Service	\$100,000	20	10,000	5	
Schreiber Foods	Manufacturer	\$8,300,000	20	N/A	N/A	
	Manufacturer	\$350,000	2	22,000		
Box Drop	Retail	N/A	2	N/A	N/A	
<b>2022</b>						
Ervin Cable	Service		20	6,000	N/A	
Burkes Outlet	Retail	N/A	20	22,000		
Scooter's Coffee	Retail	\$1,600,000	15	1,200	1	
TC Transcontinental Packaging	Manufacturing	\$35,000,000	50	105,000	5	
<b>2023</b>						
Henry County Health Center	Office	\$1,200,000	4	5,000	1	
Av-Fab	Manufacturing	\$300,000	2	N/A	N/A	
GVMH Cancer Center	Office	\$14,000,000	10	40,000	5	
Sherman Plumbing and Heating	Service	\$1,400,000		18,000	3	
De-Luxe Properties	Manufacturing	N/A	N/A	N/A	7	
Cycles & Cream	Retail	N/A	3	2,500	N/A	
<b>2024</b>						
Zach Piley	Office	N/A	2	1,500	N/A	
ALDI (New Store)	Retail	3,000,000	7	10,000	2	
Helm Plumbing	Service	N/A	5	6,000	4	
Project Handle	Multi-Use	N/A	N/A	N/A	66	
<b>2025</b>						
White River Marine	Manufacturing	\$1,750,000	40	N/A	N/A	
<b>Project Houston (9/18/2024)</b>	<b>Retail</b>	<b>\$100,000</b>	<b>20</b>	<b>3,500</b>	<b>N/A</b>	<b>Success: Joe's Italian Restaurant locating in Smiths Restaurant location</b>
<b>PENDING PROJECTS</b>						
None						
<b>TOTAL SUCCESS &amp; PENDING PROJECTS</b>		<b>\$94,450,000</b>	<b>419</b>	<b>401,200</b>	<b>153</b>	

CLOSED PROJECTS						
<b>2025 Closed Projects</b>						
Project Soul (2/22/2024)	Retail					Existing firm cannot find space. Existing retail firm needing new space to expand into having trouble financing space
Project Parker (12/8/2023)			7,000			No buyers for building Existing building on market for sale
Project Maverick (3/28/2024)	Retail	\$3,500,000	50	5,000	3	Site search team in town 4/11/2024 Site search team in town on 4/11/2024 and 1 site is on their radar at this time
Project DS (8/22/2024)	Office	N/A	N/A	3,000	N/A	Existing office user cannot find spat Existing company looking for new office to lease, no space available in area of interest
Project Jay (11/12/2024):	Unknown	N/A	N/A	N/A	200	No further action California based Commercial realtor representing large scale project, looking favorably
Project Dodger (6/12/2024)	Technology	\$300,000,000	100	500,000	300	Cost issues and Tariff concerns No additional contact from prospect
Project ROW (9/19/2024)	Transportation	N/A	N/A	N/A	N/A	
Project Husker (8/8/2023)	Retail	\$14,000,000	40	60,000	5	Cannot make incentive request work National retail franchisee looking to develop hotel in Centon
Project Reavis (10/25/2024):	Technology	\$250,000,000	300	N/A	200	Land for market prices & Infrastructure lssData Center
Project Bulk (12/11/2024)	Retail	\$1,250,000	N/A	7,000	4	Cannot seem to get ideas together dead project
Project Phoenix (2/27/2025)	Technology	\$300,000,000	100	500,000	300	Data center closed due to land cost and Infrastructure and questions on laborforce

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

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

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

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

(a) Policy objectives.

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

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

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

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

(b) Applicability

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

1. Positions

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

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

2. Substances Not Limited

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

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

(c) Definitions

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

(d) Policy Administrator

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

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

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

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

(e) Alcohol & Controlled Substances Prohibitions

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

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

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

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

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

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

(f) **Controlled Substance & Alcohol Testing Provisions**

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

Pre-Employment Testing

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

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

Reasonable Suspicion Testing

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

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

### Post-Incident Testing

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

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

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

### Random Testing

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

### Return-to-Work Testing

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

### Follow-up Testing

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

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

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

Failure to test

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

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

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

(g) Testing Controls

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

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

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

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

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

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

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

(h) Employment Assessment

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

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

(i) Rehabilitation Effort, Limited.

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

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

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

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

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

(j) Contractual Support Professionals

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

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

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

(k) Education & Training

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

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

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

(l) Confidentiality

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

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

(m) Disciplinary Issues

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

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

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

subject to penalty which may include immediate termination.

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

(n) Coordination with Other Laws and Policies

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

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

(o) Amendments

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

(p) Drug Awareness Program.

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

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

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

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

Read the first time this 1<sup>st</sup> day of July, 2025.

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

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

ATTEST:

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

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



City of  
**Clinton**  
MISSOURI

## OPEN PUBLIC WORKS COMMITTEE MEETING

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

COMMITTEE MEMBERS: ■ Roger House    □ Cameron Jackson    ■ Rob Hills  
STAFF: ■ Christy Maggi    ■ Brad Combs    ■ Chuck Bailey    ■ John McClendon  
CONTRACT STAFF: ■ Jon Patriarca (AWR)    □ Steve McKim (AWR)  
GUESTS: ■ Dustin Sterling (AWR)    □ Mayor Carla Moberly

### 1. Community Development

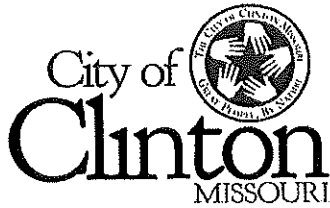
- a. Monthly Building Report: Information Only.
- b. Condemnation Update: Formal condemnation process will begin for 209 W. Ohio Street.
- c. 411 E Oak Demolition: Waiting for Liberty to cap the gas line. Contractor is ready to begin demo.

### 2. Waste Water

- a. Contract Renewal: Reviewed 5-yr and 10-yr options. PWC will consider increasing chemical limit from \$22,000 to \$30,000.
- b. WWTP Project Upgrade: Electrical panels and valves are on site. Other equipment and materials will be arriving.
- c. WAS/RAS Pump Replacement: The 15-year old impeller housing must be repaired or replaced. Options are being considered. Current estimate for replacement is \$18,000.
- d. Update on East Sludge Basin: HDR, Garver, AWR and City staff viewed the heaved concrete in the basin. There are concerns that the liner, under the concrete, is damaged. HDR will prepare addendum for services to determine the best option for repairing the basin and for designing the repairs.

### 3. Park & Rec

- a. Soccer Concession Update: The contractor estimate for building reconstruction cost will be submitted to the insurance carrier for the driver that damaged the building. Staff will gather and submit costs for additional impacts to the soccer program, as a result of the crash into the building.
- b. Disc Golf: Survey of the Hawkins property should be completed in 2-3 weeks.
- c. Aquatic Center Roof: Red Hammer to start work in mid-July.



# MONTHLY BUILDING REPORT

## REPORTING PERIOD:

6/1/2025

thru

6/30/2025

Previous Month Total Dollar Value YTD:

\$8,471,708.00

PERMIT TYPE	NUMBER OF PERMITS	# PERMITS YTD	MONTHLY DOLLAR VALUE
SINGLE FAMILY HOMES	<u>0</u>	<u>4</u>	<u>\$0.00</u>
MULTIPLE FAMILY HOMES (NUMBER OF UNITS WITHIN MFU)	<u>0</u>	<u>0</u>	<u>\$0.00</u>
GARAGES & CARPORTS (ATTACHED)	<u>0</u>	<u>0</u>	<u>\$0.00</u>
GARAGES & CARPORTS (DETACHED)	<u>1</u>	<u>3</u>	<u>\$3,000.00</u>
ACCESSORY AND MISCELLANEOUS	<u>4</u>	<u>40</u>	<u>\$34,925.00</u>
COMMERCIAL BUILDINGS	<u>0</u>	<u>3</u>	<u>\$0.00</u>
COMMERCIAL REMODELING	<u>1</u>	<u>2</u>	<u>\$26,400.00</u>
DEMOLITIONS	<u>0</u>	<u>2</u>	<u>\$0.00</u>
SIGNS	<u>2</u>	<u>3</u>	<u>\$28,000.00</u>
OTHER	<u>1</u>	<u>20</u>	<u>\$5,000.00</u>
<b>TOTALS FOR MONTH=</b>	<u>9</u>		<u>\$97,325.00</u>
<b>TOTAL PERMITS YTD=</b>		<u>77</u>	
<b>TOTAL DOLLAR VALUE YTD=</b>			<u>\$8,569,033.00</u>
<b>TOTAL PERMIT FEES FOR MONTH=</b>	<u>\$473.00</u>		
<b>TOTAL PERMIT FEES YTD=</b>	<u>\$19,349.00</u>		
<b>PLUMBERS LICENSES ISSUED</b>	<u>0</u>		

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





July 8, 2025  
City of Clinton

RE: 2026 Budget and Service Agreement

Dear Council Member:

Attached is the Draft 2026 Memorandum of Agreement for review.

As requested, we have prepared a 5- year and 10-year option for review. Both options include a 2% increase for the FYE 2026 budget. Please review the options as provided below.

If you have any questions, please feel free to contact me at 636-744-6158.

Sincerely,

A handwritten signature in black ink that reads "Dustin Sterling". The signature is written in a cursive style with a long, sweeping tail on the letter "g".

Dustin Sterling  
Regional Operations Manager  
Alliance Water Resources, Inc

Cc:

Erica Bogenpohl, Senior Operations Manager  
Josh Duncan, Director of Operations

ALLIANCE WATER RESOURCES BUDGET  
Internal Use Only

**CLINTON DIV 04**

October 1, 2025 to September 30, 2026

	BUDGET FYE	BUDGET FYE	TOTALS	%
	2025	2026	DIFF.	DIFF.
Salary & Wages	\$337,888	\$343,773	5,885	1.74%
Employee Benefits	\$111,289	\$104,990	(6,299)	-5.66%
Office Expense	\$7,900	\$8,125	225	2.85%
Travel	\$12,800	\$11,950	(850)	-6.64%
Electricity	\$0	\$0	0	
Repair Expense	\$60,000	\$60,000	0	0.00%
Chemical Expense	\$22,000	\$22,000	0	0.00%
Materials & Supplies	\$12,100	\$9,850	(2,250)	-18.60%
Outside Services	\$10,300	\$12,800	2,500	24.27%
Equipment & Insurance	\$36,343	\$49,536	13,193	36.30%
Miscellaneous	\$1,200	\$1,050	(150)	-12.50%
General & Administrative and Management Fee	<u>\$162,132</u>	<u>\$165,382</u>	3,250	2.00%
<b>TOTAL CONTRACT SERVICE BUDGET</b>	<u>\$773,952</u>	<u>\$789,456</u>	15,504	2.00%
<b>MONTHLY</b>	<u>\$64,496</u>	<u>\$65,788</u>	1,292	2.00%

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement has been entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Clinton, Missouri, a municipal corporation ("hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

This Memorandum of Agreement has as its purpose to modify the initial Professional Services Agreement dated September 15, 2020, to establish Alliance's Base Fee for the period of October 1, 2025, through September 30, 2026 (6.1), and an extension of the terms of this Agreement (9.1).

The Professional Services Agreement is modified as follows:

- 6.1 City shall pay Alliance an Annual Base Fee of \$789,456 (\$65,788 per month) beginning October 1, 2025. The Annual Repair Limit for the period beginning October 1, 2026, shall be \$60,000 and the annual Chemical Limit for this period shall be \$22,000. The Repair and Chemical Limits are included in the Alliance Base Fee.**
  
- 9.1 This Agreement shall become effective on the 1<sup>st</sup> day of October, 2025, and shall remain in effect through the 30<sup>th</sup> day of September, 2030, subject to annual appropriation of funds by the City. If the City appropriates funds for operation and/or maintenance of the City System, this Agreement shall remain in full force and effect. Such appropriation is at the City's sole discretion.**

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

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

Authorized Signature

Authorized Signature

\_\_\_\_\_  
President  
Alliance Water Resources, Inc.

\_\_\_\_\_  
Mayor  
City of Clinton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

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

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement has been entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Clinton, Missouri, a municipal corporation ("hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

This Memorandum of Agreement has as its purpose to modify the initial Professional Services Agreement dated September 15, 2020, an addendum of the Scope of Services (5.17), to establish Alliance's Base Fee for the period of October 1, 2025, through September 30, 2026 (6.1), and an extension of the terms of this Agreement (9.1).

The Professional Services Agreement is modified as follows:

**5.17 Alliance shall prepare a 15-year Inflow and Infiltration Improvement Plan at no additional fee. The I&I plan will be prepared and certified by a professional engineer and submitted to the Missouri Department of Natural Resources.**

**6.1 City shall pay Alliance an Annual Base Fee of \$789,456 (\$65,788 per month) beginning October 1, 2025. The Annual Repair Limit for the period beginning October 1, 2025, shall be \$60,000 and the annual Chemical Limit for this period shall be \$22,000. The Repair and Chemical Limits are included in the Alliance Base Fee.**

**9.1 This Agreement shall become effective on the 1<sup>st</sup> day of October, 2025, and shall remain in effect through the 30<sup>th</sup> day of September, 2035, subject to annual appropriation of funds by the City. If the City appropriates funds for operation and/or maintenance of the City System, this Agreement shall remain in full force and effect. Such appropriation is at the City's sole discretion.**

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

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

Authorized Signature

Authorized Signature

\_\_\_\_\_  
President  
Alliance Water Resources, Inc.

\_\_\_\_\_  
Mayor  
City of Clinton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

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

**PROFESSIONAL OPERATING SERVICES  
AND MANAGEMENT AGREEMENT**

THIS AGREEMENT made and entered into as of this 15th day of September, 2020 by and between the City of Clinton, Missouri, (hereinafter referred to as "City") and ALLIANCE WATER RESOURCES, INC., a Missouri corporation (hereinafter referred to as "Alliance").

WITNESSETH:

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

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

WHEREAS, City is desirous of retaining Alliance to perform management, operation and maintenance services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which hereby is acknowledged, City and Alliance hereby agree as follows:

1. INTRODUCTION

- 1.1 The foregoing recitals are adopted as part of this Agreement.
- 1.2 This Agreement shall supersede and nullify, as of the effective date hereof, any and all prior agreements, amendments to agreements offers, service fees, quotations, and estimates between the parties with respect to the management, operation and maintenance of City's Wastewater System (as that term is defined herein).
- 1.3 This Agreement, including any and all Appendices, Addenda, and Amendments hereto, constitutes the entire Agreement between City and Alliance with respect to the management, operation and maintenance of City's System.

## 2. DEFINITIONS

- 2.1 "Benefit Plans" shall mean employee benefit programs such as health insurance, group life insurance, and paid vacation periods normally included as part of Alliance's employees' overall compensation package.
- 2.2 "Duly Authorized Representative" shall mean such person, designated by either party by written notice to the other, as specific representative of the designating party in connection with performance of this Agreement.
- 2.3 "Certified Operators" shall mean water and/or wastewater systems operation personnel who have met the applicable licensing requirements of the State of Missouri.
- 2.4 "Capital Expenditures" shall mean any expenditure with an individual cost of at least \$2,500, where the purchase of or the installation of materially extends service life for more than one year, or for replacements, or which the City has planned or budgeted as capital expenditures.
- 2.5 "Operating Expenses" shall mean costs of every kind and nature that Alliance shall determine necessary to pay or to become obligated to pay because of, or in connection with, the management, operation and maintenance of the Wastewater System.
- 2.6 "Maintenance Expenditures" shall mean those Operating Expenditures incurred by Alliance to perform routine or repetitive activities required or recommended by the equipment or plant item manufacturer, or Alliance, to maximize the service life of the equipment or plant item.
- 2.7 "Equipment, Vehicle or Facility Repair Expenditures" shall mean those Operating Expenditures for labor, materials and subcontractors incurred by Alliance to perform those non-routine or non-repetitive activities required for operational continuity, safety and performance and which generally arise upon failure of equipment, a vehicle, or the facility, or some component thereof.
- 2.8 "Base Fee" shall mean management fee and direct costs plus administrative overhead expense where direct costs shall include labor, materials, supplies, equipment, subcontractor expense or operating expense of any kind necessary to operate and maintain the Wastewater

System in accordance with the Scope of Services as defined in this Agreement.

- 2.9 "Repair Limit" is defined as the total dollar amount that Alliance will be responsible for in a twelve-month period relating to Maintenance Expenditures and Equipment, Vehicle or Facility Repair Expenditures. City is responsible for all such expenditures that exceed the Repair Limit. If repair costs are less than the annual Repair Limit, Alliance will refund to the City the difference.
- 2.10 "Chemical Limit" is defined as the total dollar amount that Alliance will be responsible for in a twelve-month period relating to Chemical Expenditures. City is responsible for all such expenditures that exceed the Chemical Limit. If Chemical costs are less than the annual Chemical Limit, Alliance will refund to the City the difference.
- 2.11 "Wastewater System" shall mean the facilities owned by City including additions, replacements and improvements to such systems as described in Section 3 of this Agreement.
- 2.12 "Customer" is defined as any person, persons, firm, corporation or partnership using or allowing the use of sewer service(s) provided by City.
- 2.13 "Wastewater Services" means the provision by City of sewer services to its customers.
- 2.14 "Subcontractor" shall mean a business or persons performing field work on behalf of Alliance under this Agreement. This definition of subcontractor shall not include such services as offsite laboratory testing, equipment or vehicle repairs.

### 3. WASTEWATER SYSTEM

- 3.1 The Wastewater System to be managed, operated and maintained by Alliance shall consist of the wastewater treatment, sewer collection, and compost facility owned by the City including but not limited to wastewater treatment plant and collection system. It shall include additions, replacements and improvements to such systems.
- 3.2 Wastewater System shall include all physical property, whether real, personal or mixed, comprising such systems, the land thereunder owned or

leased by City or other City or municipal owned wastewater system contracting with City for services and easements and rights of way.

4. OWNERSHIP

- 4.1 Wastewater System shall remain the property of City.
- 4.2 All additions, replacements and improvements to Wastewater System, and extensions thereof, shall be and remain the property of City as installed.

5. SCOPE OF SERVICES

- 5.1 Subject to the terms and conditions of this Agreement, Alliance shall provide twenty-four hour, seven (7) days per week management, operation and maintenance services and shall bear the cost of such operating services as necessary to enable City to provide wastewater and compost services to its customers.
- 5.2 Within the design capacity and capability of the Wastewater System, Alliance shall operate and maintain the Wastewater System to meet the requirements of the Missouri Department of Natural Resources, and any other governmental entity or agency having regulatory control over the Wastewater System. In the event of a regulatory violation, the City and the appropriate regulatory agency shall be notified within one business day of the time Alliance becomes aware of such violation. Alliance shall, without delay, take appropriate action to remedy the non-compliant condition within the required timeframe of the regulatory agency and to the satisfaction of the regulatory agency. Should Alliance fail to commence immediate actions to remedy such violation, City may terminate the contract without additional right to cure on seven (7) days written notice.
- 5.3 All services hereunder shall be in accordance with sound management, accounting and engineering principles and the law.
- 5.4 Alliance shall not be responsible for payment of extraordinary utility system and equipment maintenance, repair or replacement expenses.

Extraordinary expenses shall be defined as costs in excess of the maximum annual Repair Limit as specified herein. In addition, any unbudgeted individual project repair costs in excess of \$2500 shall be considered extraordinary.

In the event that any extraordinary expenses should occur, City shall be promptly notified and shall be provided with an accounting of such expenses. Any extraordinary expenses must be approved by City in advance and payment thereof shall be the responsibility of City.

- 5.5 Alliance shall maintain documentation of routine maintenance as to how that such maintenance was performed in accordance with manufacturer's specifications. A duly authorized representative of City shall have the right to inspect these records during regular business hours. Maintenance shall not include repair resulting from flood, fire or other extraordinary occurrences customarily not encountered in the operation and maintenance of the Wastewater System.
- 5.6 Except as stated in Section 5.7, Capital Expenditures are not included in the scope of Alliance's services under this Agreement. All capital expenditures shall be the responsibility of City, and if to be performed by Alliance, shall be the subject of a separate agreement and paid for by City.
- 5.7 Notwithstanding Section 5.6, Alliance shall make emergency Capital Expenditures if such expenditures are necessary to continue operation of the Wastewater System so as to provide adequate service, and prior approval of City reasonably cannot be obtained. City shall reimburse Alliance for such emergency Capital Expenditures in accordance with Section 7.
- 5.8 The following expenditures are specifically excluded from Alliance's scope of work and payment obligations:
  - a. Capital Expenditures, except those described in Section 5.7
  - b. Changes in scope of work which would have the effect of increasing Alliance's payment obligations, except as otherwise mutually agreed upon by Alliance and City.
  - c. Flood and fire damages.
  - d. The City's property damage, liability, and director's liability insurance.
  - e. City expenses including electric, gas, telephone, water and sewer, SCADA, circuit communications and alarm expenses. (Cell phone and internet expenses excluding those related to SCADA are included in Alliance's Base Fee.)

- f. Excavations and repairs made by contractors for extraordinary or routine maintenance of sewer mains and appurtenances.
- g. Professional services including but not limited to legal, accounting and design engineering services.
- h. Extraordinary maintenance and repair services necessary to restore newly acquired facilities to reasonable operating condition.
- i. Personal property or other taxes. Alliance will use all sales tax exemptions where known and reasonably available as it relates to this Agreement.
- j. Extraordinary maintenance repair or equipment replacement expense as specified in Section 5.4 or as otherwise provided for in the annual City budget.
- k. Wholesale wastewater treatment charges or water purchase expenses.
- l. All office and field services building expense including but not limited to rent, utilities and maintenance expense.

- 5.9 Alliance will staff Wastewater System with sufficient numbers of State Wastewater Certified Operators experienced in Wastewater System operation and maintenance to meet regulatory requirements and shall provide personnel to oversee repairs and maintenance performed by city paid contractors.

Alliance will offer "at will" employment to the City's current employees at no less than their current hourly rates of pay if they meet Alliance's employment eligibility requirements including the passing of a pre-employment drug screen, criminal background check and motor vehicle record check (for those employees driving Alliance or City's vehicles). For those hired employees, years of employment with the City will transfer to Alliance as it relates to Alliance's Benefit Plan. Alliance's Benefit Plan will be available to those hired employees on the first day of employment by Alliance.

- 5.10 Alliance has the right to use subcontractors and consultants to satisfy its obligations under this Agreement subject to the City's prior approval, such

approval not to be unreasonable withheld, except in the case of emergencies where prior approval is not immediately available.

- 5.11 City at any time may request Alliance to perform additional services which are outside the Scope of Services under this Agreement. Alliance shall invoice such services to City at actual cost plus 10%. City shall pay such invoices in accordance with Section 7.
- 5.12 Alliance shall develop, maintain and implement if need be, an Emergency Response Plan for the Wastewater System in compliance with applicable regulations.
- 5.13 Alliance shall work cooperatively with and provide records and all other necessary pertinent information to City's Legal Counsel.
- 5.14 Alliance shall direct the work of any of the City's real estate and easement acquisition agents, work cooperatively with the City's engineers and Legal Counsel for the purposes of obtaining sewer easements, property acquisitions and other real estate needs as determined necessary by City.
- 5.15 Alliance shall develop and prepare annual budgetary proposals and recommendations for City's consideration and perform other financial work as directed by City.
- 5.16 Alliance shall prepare or assist in the preparation of governmental, official and customer correspondence including monthly, quarterly or annual reports, develop and prepare press releases, provide other information and educational materials as deemed necessary or appropriate to help perform City's public purpose.

## 6. COMPENSATION

- 6.1 City shall pay Alliance an Annual Base Fee of \$ 647,064.00 (\$53,922.00 per month) for services rendered as described in the Agreement for the first year of service, pro-rated to coincide with the City's annual budget year.

This monthly base fee is a fixed monthly base fee for the first year of service and includes a \$ 50,000.00 Repair Limit and a \$ 25,000.00 Chemical Limit as described in this agreement.

- 6.2 The Base Fee, Repair Limit, and Chemical Limit shall be subject to renegotiation at the end of the first year of service. Annually thereafter, such increase shall be 2% unless otherwise agreed upon with the written consent of both parties.
- 6.3 The Base Fee, Repair Limit, and Chemical Limit shall be subject to renegotiation due to any substantial change in the costs of Wastewater System operation and maintenance, including but not limited to changes in flow, customer accounts, monitoring or reporting requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.
- 6.4 In the event that a change in the Scope of Service provided by Alliance occurs, and is mutually agreed upon with City, Alliance and City will negotiate a commensurate adjustment in compensation. All compensation adjustments resulting from changes in the Scope of Services provided by Alliance shall be retroactive to the date the new or increased level of service is first provided.

## 7. PAYMENT OF COMPENSATION

- 7.1 The compensation described in Section 5 shall be payable monthly and shall be due and payable on the first of the month for which services were rendered.
- 7.2 All other compensation due Alliance from City shall be due upon receipt of Alliance's invoice and payable within thirty (30) days.
- 7.3 City shall pay interest at the rate of nine percent (9%) per annum on compensation not paid when due, or payments of invoices not paid within thirty (30) calendar days. Interest shall commence on the due date. In the event payment is withheld by the City due to a dispute in the amount invoiced, the disputed amount shall not be subject to interest until such dispute is resolved.

## 8. INDEMNITY, LIABILITY AND INSURANCE

- 8.1 Alliance shall indemnify, save harmless and defend City from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which City may incur, pay in settlement, or become responsible for as result of death or bodily injury to any person, damage to any property, adverse effects on the

environment, or violation of any law arising out of or relating to Alliance's material breach of any term of this Agreement, or any negligent or willful act or omission of Alliance, its employees, or subcontractors in the performance of this Agreement.

To the extent that the City would otherwise be liable under Missouri law of sovereign immunity, City shall indemnify, save harmless and defend Alliance from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorney's fees, which Alliance may incur, pay in settlement, or becoming responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to City's material breach of any term of this Agreement, or any negligent or willful act or omission of City, its employees, or subcontractors in the performance of this Agreement.

City and Alliance shall each provide the other with prompt and timely written notice of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity which exists to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

- 8.2 Alliance shall be liable for fines or civil penalties imposed by regulatory agencies for violation of the City's NPDES permits or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Alliance negligence or willful conduct. Alliance shall be given full authority to contest such violations and City shall assist Alliance in such proceedings. Except to the extent caused by Alliance's negligence, willful conduct, or breach of its obligations under this Agreement, Alliance shall not be responsible for fines or penalties or any other liability if influent characteristics exceed Facility design parameters, influent contains biologically toxic substances, non-treatable substances or the Facility is inoperable due to circumstances beyond Alliance's control (See Exhibit B).
- 8.3 Alliance's liability under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of the Facility. Alliance shall not be responsible for damages caused by any defects or flaws inherent in the Wastewater System as it exists prior to Alliance beginning operations. Additionally,

Alliance shall not be responsible for such damages in the event that Alliance has notified City of any defects and City fails to authorize appropriate corrective action. Alliance and the City agree that throughout the life of this Agreement any and all damage claims related to the Wastewater System shall continue to be processed and resolved in accord with current City practice.

- 8.4 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit A. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facility and shall provide the other party with satisfactory proof of insurance upon written request.

9. TERM AND TERMINATION

- 9.1 This Agreement shall become effective on the 1<sup>st</sup> day of October, 2020 and shall remain in effect through the 30th day of September, 2025, subject to annual appropriation of funds by City. If City appropriates funds for operation and/or maintenance of the City System this Agreement shall remain in force and effect. Such appropriation is at the City's sole discretion.
- 9.2 This Agreement shall be renewed upon written agreement of both parties no less than ninety (90) days prior to date of expiration.
- 9.3 This Agreement may be terminated by either party for breach of contract terms by the other. Such right of termination shall be in addition to any other claims or remedies either party may have against the other at law or in equity.
- 9.4 Such termination shall be effected as follows: The party declaring a breach shall give the other written notice of the breach and sixty (60) days from the date of notice to cure. In the event the other party fails to cure within that period, the party serving notice may elect to terminate and shall give written notice of its election to terminate effective not more than ninety (90) days after the date of the notice of election to terminate.
- 9.5 If a breach is claimed by Alliance over a disputed invoice or payment, Alliance will, at Alliance's option, continue to perform under the Agreement subject to resolution of the dispute by a court or agency of competent jurisdiction, provided either party initiates such action within the sixty (60) day cure period.

10. LABOR

- 10.1 In the event labor stoppages by employee groups or unions (i.e., picketing) cause a disruption in Alliance's employees entering and working on the Wastewater System, Alliance, at its own option, may seek appropriate injunctive court orders or temporary, additional, qualified personnel. During the labor dispute, Alliance shall operate the Wastewater System on a best efforts basis until labor relations are normalized.
- 10.2 The parties recognize that the State of Missouri has a prevailing wage law. The City is responsible for enforcement of such law. Accordingly, if the City fails to provide a wage order, or otherwise fails to request that a project be performed under prevailing wage laws for the State of Missouri, and there is a subsequent finding by the Missouri Department of Labor that the project, in whole or in part, should have been performed under the prevailing wage laws of the State of Missouri, the City will indemnify and hold harmless Alliance for all damages assessed against Alliance for the alleged failure to follow such prevailing wage provisions.

11. EXTRAORDINARY CIRCUMSTANCES

- 11.1 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made extraordinarily difficult, or costly, due to any unforeseeable occurrences beyond its reasonable control, including, but not limited to, fire, abnormal flooding, riot, war, sabotage, governmental laws, ordinances, rules or regulations, except that Alliance will be responsible for failure to perform as a result of governmental action based on Alliance's failure to comply with rules, regulations and laws pertaining to the Wastewater System; inability to obtain electricity or other type of power, cessation of transportation, and other similar contingencies.
- 11.2 The party claiming inability to perform hereunder shall notify the other party immediately by verbal communication and in writing by certified mail, return receipt requested, of the nature and extent of the contingency within fourteen (14) days after its occurrence.
- 11.3 A declaration of inability to perform under this contract by either party does not relieve the parties from obligations not affected by the conditions claiming inability under this provision of the Agreement.

12. FUTURE CONSTRUCTION

- 12.1 Alliance, along with City and City's designated Consulting Engineering firm, will work together to maintain accessibility and minimize disruption and outages to the existing Wastewater System when future improvements are under construction.
- 12.2 Alliance will work with City and City's consulting engineer(s) and contractor(s) to coordinate activities. In the event a critical piece of equipment or plant must be taken out of service, a plan shall be developed and approved by all parties ten (10) working days prior to the scheduled outage, and addressing the impact on plant operations, length of outage, and methods of removing and reactivating the equipment to full service. City shall pay all extra costs associated with said equipment outage. Alliance shall not be responsible for regulatory violations due to such interruptions.
- 12.3 In the event City's contractor or subcontractor causes damage to the Wastewater System, Alliance shall immediately notify City's duly authorized representative and shall take all actions necessary to minimize further damage.
- 12.4 City, or Alliance on behalf of City, shall direct the contractor to complete all repairs within a reasonable time. In the event that contractor does not make the repairs in a timely and reasonable manner, Alliance shall notify contractor and City of such failure to repair, and if work is not initiated immediately to effectuate such repair, within forty-eight (48) hours of such notice, Alliance shall, with City's consent, make said repairs, and recover costs of the repairs from City.

13. AMENDMENTS

- 13.1 This Agreement may be modified only by written amendment signed by both parties.

14. WAIVER

- 14.1 A waiver on the part of either party of any term, provision, or condition of this Agreement shall not constitute precedent, nor bind either party to a waiver of any succeeding breach of the same or any other term, provision, or condition of this Agreement.

15. APPLICABLE LAW

15.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

16. ASSIGNMENT

16.1 This Agreement shall be binding upon and endure to the benefit of the respective successors and assigns of each of the parties hereof.

17. HEADINGS

17.1 Section headings used in this Agreement are inserted for convenience of reference only and shall not affect the content of its various provisions.

18. NOTICE

18.1 All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, as follows:

On City: City of Clinton  
105 E. Ohio Street  
Clinton, MO 64735

On Alliance: Alliance Water Resources, Inc.  
206 South Keene Street  
Columbia, MO 65201


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be herewith affixed and attested by their respective officers having custody thereof the day and year first above written.

CITY OF CLINTON

BY: 

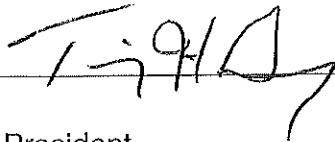
TITLE: Mayor

ATTEST:

  
City Clerk



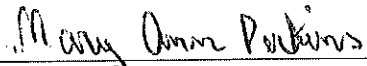
ALLIANCE WATER RESOURCES, INC.

BY: 

TITLE: President

(SEAL)

ATTEST:

  
Secretary

**EXHIBIT A**

A.1 Alliance shall maintain:

1. Statutory Worker's Compensation Insurance for all Alliance employees at the City as required by law.
2. Comprehensive or commercial general liability insurance for bodily injury and/or property damage as follows:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000
Umbrella Aggregate	\$4,000,000

A.2 Each Party:

1. Shall maintain adequate property insurance for its equipment and real and personal property, including but not limited to extended coverage.
2. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$1,000,000 per occurrence.

A.3 City agrees:

1. To file sewer backup claims with their insurance carrier.
2. Alliance will assist the City to provide information and documentation to support or deny the settlement of claims by the City's insurance carrier.

## EXHIBIT B

### FACILITY CHARACTERISTICS

#### WASTEWATER TREATMENT FACILITY

- B.1 Alliance shall not be responsible for fines or penalties or any other liability if there are limitations in the collection system design or plant design which limit adequate collection or treatment, or if the wastewater influent exceeds facility design parameters including maximum daily and instantaneous flow, does not contain adequate nutrients, contains biologically toxic substances, or the Facility is inoperable due to circumstances beyond Alliance's control.
- B.2 Alliance liability regarding payment of fines, penalties or any other related liability is restricted to effluent limitations established in existing **NPDES Permit No MO-0097390** effective **June 1, 2018**. In the event that effluent limitations are revised in subsequent NPDES permits, Alliance shall have the right to renegotiate the terms of Sections 5, 6 and 7 in the Agreement by giving notice to the City within forty-five (45) days after the effective date of the revised permit.



City of  
**Clinton**  
MISSOURI

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

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

Tuesday, July 15, 2025 • 5:30 p.m.

Present:

COMMITTEE MEMBERS:  Austin Jones     Greg Shannon

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

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

**NO MEETING**



City of  
**Clinton**  
MISSOURI

## FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, July 15, 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:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NO MEETING**



City Hall  
105 East Ohio Street  
Clinton, MO 64735

Telephone 660-885-6121  
Fax 660-885-2023  
wseaton@cityofclintonmo.com

Volunteer Board/Commission/Committee Application  
(PLEASE PRINT)

Name: Cathy Jones Ward: 1  2  3  4   
Street Address: 1301 E Franklin St Zip Code: 64735  
Home/Cell Phone: 660 953 1153 Home Fax: \_\_\_\_\_  
Business/Cell Phone: 660 885 5575 Business Fax: \_\_\_\_\_  
E-mail Address: cjones2@amfam.com

Are you related to any City of Clinton elected officials? If yes, tell us who they are and how they are related.  
No

Do you prefer to be called/e-mailed at your home or business regarding scheduled meetings?

Home  Business  Either  (please check one)

Please identify only those areas where you would like to serve, in order of preference.  
(1 being the most desired)

- |   |   |
|---|---|
| <input type="checkbox"/> Board of Adjustment              | <input type="checkbox"/> Park Board                 |
| <input type="checkbox"/> Clinton Regional Airport Board   | <input type="checkbox"/> Personnel Board            |
| <input checked="" type="checkbox"/> Cemetery Board        | <input type="checkbox"/> Planning Commission        |
| <input type="checkbox"/> Enhanced Enterprise Zone Board   | <input type="checkbox"/> Clinton Tourism Commission |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Tree Board                 |
| <input type="checkbox"/> Clinton Housing Authority Board  |   |

Please briefly describe why you would like to be appointed to serve the community.  
I consider an honor to be asked to the Cemetery Board. My family lived in Clinton until 1957 and then moved to We have several relatives buried here. Englewood Cemetery has made an indelible impression on me since I was c

Cathy Jones  
Signature

7-3-25  
Date

(For office use only)

Date Received: \_\_\_\_\_  
Date Distributed: \_\_\_\_\_  
Distributed To: \_\_\_\_\_

Date Appointed: \_\_\_\_\_  
Term Expires: \_\_\_\_\_  
Notification Letter Mailed: \_\_\_\_\_  
Date Entered Into Database: \_\_\_\_\_

09/2020

# City of Clinton, Missouri

Request for: Closing the Clinton Square  
(Circle Applicable Request) Parade  
Play Street

This form must be completed prior to the approval of any request to temporarily close a street in Clinton to be designated a **Play Street (Sec. 28-12)**, a **Parade** or to close the **Clinton Square**. The City's Public Works Committee will present this request along with its recommendation to the City Council. The Public Works Committee meets on **Tuesday morning at 7:00 a.m., the week prior to a City Council meeting. All completed requests must be returned by the Wednesday prior to the Public Works Committee meeting in order to be placed on their agenda.**

Applicant's Name: Andre Steward Contact Number: (660) 890-5704

Date/Time for which closure is requested: EVENT: August 1-3, 10 AM - 10 PM each day  
5K RUN: Aug. 2, 6:30 AM - 9:30 AM

Organization requesting street closure: Youth Nets Organization

Description of event: An annual community event, held at Hurt Park, to celebrate freedom, unity and cultural heritage. This year a 5K Run will be added to the activities.

Description of closure requested (street from point A to point B, block, and structures in roadway i.e., staging, Central Business District Square etc.):  
EVENT: Close Main Street - Walnut to Pine, 10AM-10PM each day, Aug. 1-3. (see map)  
5K RUN: Volunteers will manage rolling closures at various intersections throughout the course (see map). Run organizers will consult with Clinton PD and Street Dept. to assure that safety concerns are addressed and public access is maintained during the run.

Note: Proof of a Certificate of Insurance may be required for certain events.

If the street closure is in the Central Business District or affects the usage of a business, the City Council requires input from the Greater Clinton Area Chamber of Commerce (660)885-8166 prior to approving this request.

Chamber of Commerce (If Required) NA  
Recommendation: Yes No

Street Department Superintendent \_\_\_\_\_  
Recommendation: Yes No

Public Works Committee: \_\_\_\_\_  
Recommendation: Yes No

Final Approval granted by City Council: \_\_\_\_\_  
Recommendation: Yes No

**Dear Carla Moberly and Members of the City Council,**

**Subject: Request for Road Closure for Emancipation Celebration Event**

I hope this letter finds you well. On behalf of the community of Clinton, I am writing to request your support in organizing our annual Emancipation Celebration. This event is a beloved tradition in our community, celebrating freedom, unity, and our rich cultural heritage. This year, we plan to host the celebration from August 1st through August 3rd, with festivities running daily from 10:00 AM to 10:00 PM.

**5K Run Request:**

In addition to the celebration, we will be hosting a 5K run on **August 2nd**, which will begin at **Hurt Park** and finish at the same location. The run is scheduled to start at **6:30 AM** and is expected to conclude around **9:30 AM**. We will provide a physical copy of the route for your review. The event will require temporary road closures to ensure the safety of participants and spectators.

**Road Closure Request:**

To ensure the safety and enjoyment of all participants throughout the event, we respectfully request the closure of **Main Street**, from **Walnut Street** to **Pine Street**, during the main Emancipation Celebration hours (10:00 AM to 10:00 PM). For the 5K run, we will work closely with the city to plan the necessary route closures and provide appropriate signage and barriers, as directed by the city's guidelines.

Here are the key details of our request:

- **Event Dates:** August 1st - August 3rd
- **Event Times:** 10:00 AM to 10:00 PM daily (Emancipation Celebration)
- **5K Run Date:** August 2nd
- **5K Run Times:** 6:30 AM to 9:30 AM
- **Road Closure Request:** Main Street (from Walnut Street to Pine Street) for Emancipation Celebration, and designated routes for the 5K run (detailed map will be provided).

We fully understand that such requests require coordination and planning, and we are committed to working closely with the city to minimize any inconvenience. We will ensure that residents and businesses in the affected areas are notified well in advance and will provide all necessary signage and barriers as directed by the city's guidelines.

The Emancipation Celebration is an important event that brings together our community, promotes cultural awareness, and supports local businesses. We anticipate a significant turnout and believe the celebration and 5K run will be a positive and enriching experience for the entire city of Clinton.

Thank you for considering our request. We are happy to provide any additional information or meet with city officials to discuss our plans further. We look forward to your favorable response and to making this year's Emancipation Celebration a memorable success for all involved.

**Sincerely,**

Andre Steward Sr.

Director

Youth Nets Organization

# Emancipation Celebration - August 1-3, 10 AM to 10 PM each day



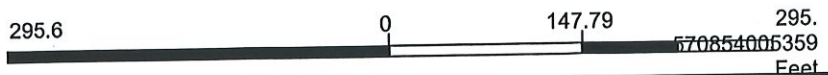
## Legend

- Address Pt
- Road Centerline
- <all other values>
- == STATE LETTERED HIGHWAY
- == STATE NUMBERED HIGHWAY
- BLL
- Parcel
- Solid Land Hook
- Lot
- Tract
- Right of Way
- Corporate Limit Line
- Surrounding Counties
- Qtr Section
- + Railroze

## Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION







City of  
**Clinton**  
MISSOURI

## AGENDA

Clinton City Council Open Session Meeting  
City Hall – 105 E. Ohio Street, Clinton, MO 64735  
Wednesday, July 23, 2025 • 5:15 p.m.

1. Fiscal Year 2025/2026 Budget Work Session

Follow-up on questions from previous work session. Included selected department heads for detailed discussion.

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.