



AGENDA

Clinton City Council Regular Meeting
City Hall • 105 E. Ohio Street, Clinton, MO 64735
Tuesday, June 16, 2026 • 6:00pm

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes:**
 - a. Approval or correction of the minutes of the City Council Meetings of June 2 and 8, 2026.
5. **Personal Appearances**
6. **Reports:** None.
7. **Second Reading of Previously Read Bills:** None.
8. **Committee Reports:**
 - a. **Public Works Committee Report:**
 1. **Community Development**
 - a. Monthly Building Report: For information only.
 - b. Proposed FEMA Floodplain Maps: Maps available for review. City will have 90 days in which to respond after FEMA meets with City.
 - c. Update on CDBG Demolition Grant Application: Chuck built a software program to catalogue properties. Currently paring list down to eligible properties for application.
 2. **Parks & Recreation**
 - a. American Leak Detection Report: Major issues identified:
 1. Surge Pit Liner
 2. Two expansion joints in pool
 3. Hydro-static valve (1976)
 4. Main Drain
 3. **Street Department**
 - a. 2nd St. and Calvird Dr. Striping Project: Recommend solicit bids, 3-0
 - b. Transfer Station – 2027 Freightliner Purchase: Bus Andrews neglected to include parts for roll-off bed in initial quote documents. Revised price is \$189,807.63
 4. **Downtown Square Vacant Building Program Proposal from Clinton Main Street:**
 - a. PWC has concerns about the City's ability to provide adequate staffing to manage this type of program.



5. **Street Closure Request**
 - a. Olde Glory Days Parade: Recommend approval, 3-0
 - b. **Public Safety Committee Report:** None.
 - c. **Finance Committee Report:**
 1. Review Bank Specs to Bid Out
 2. 2025-2026 Workers' Comp Insurance Audit
 3. PILOT Revenue and Payments for TC/ProAmpac 2020 and 2022 Chapter 100 Bonds
9. **Mayor's Report**
 - a. Mayor's recommendation for the re-appointment of Don Turner to the Planning Commission with a term expiring August, 2029.
10. **City Administrator's Report**
11. **Unfinished Business:**
 - a. Nuisance Clean-Up – 114 W. Allen and N. Kristine
Resolution No. 06-2026 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton and Midwest Construction, LLC, for Nuisance Abatement.
 - b. Price Lane Mill and Fill Project Bids
 - Award the project
Resolution No. 05-2026 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton and Capital Paving & Construction, LLC, for the Price Lane Improvement Project.
 - c. Review City Administrator Position Profile and Brochure (awaiting final documents)
12. **New Business:** None.
13. **Adjournment**

Individuals desiring to speak at the meeting are asked to fill out a speaker card and submit it to the Clerk prior to the call to order. Speakers are respectfully asked to limit their comments to three (3) minutes or less. Speakers will be called on to speak during the appropriate portion of the meeting. Please address your comments to the Mayor/Chairman. If you require accommodation (i.e. qualified interpreter, large print, and/or hearing assistance) please notify this office at (660-885-6121) no later than forty-eight hours prior to the scheduled commencement of the meeting.



OPEN CITY COUNCIL MEETING MINUTES

City Hall • 105 E. Ohio Street, Clinton, MO 64735

Tuesday, June 2, 2026 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, June 2, 2026. Mayor Carla Moberly presided.

1. **Call to Ordering:** Mayor Carla Moberly called the regular meeting to order at 6:00 pm.

2. **Roll Call**

Council Persons:

Present: Gene Henry, Rob Hills, Roger House (via zoom), Austin Jones, Gary Mount, Greg Shannon and Bill Thole

Absent: Brenda Elliott

Others Present:

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

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

4. **Approval of Minutes:** Council Person Henry made a motion to approve the amended minutes of the Open City Council Meeting of May 19, 2026. Council Person Jones duly seconded the motion. 6 Ayes; 0 Nays; 1 Absent; 1 Abstain. Mayor Carla Moberly declared the motion passed.

5. **Personal Appearances:** None.

6. **Reports:** None.

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

- a. 1701 North Vansant Road: An application from Judy Manuel in consideration of a request to rezone property known as 1701 N Vansant Road. The applicant requests the property be rezoned from an A-1 Agriculture to a C-3 Commercial. Planning Commission recommends approval - 6 yea, 0 nay, 1 abstention, 2 absent. PWC recommends approval 2-0. Council Person Jones called for the clerk to give the second reading by title only of Bill No. 2026-07.

Bill No. 2026-07 - An Ordinance approving the rezoning of land in Clinton, Missouri from A-1 Agriculture to C-3 Commercial.

Council Person Jones made a motion to approve the second reading by title only of Bill No. 2026-07. Council Person House duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes: Gene Henry, Rob Hills, Roger House (via zoom), Austin Jones, Gary Mount, Greg Shannon and Bill Thole; 0 Nays; 1 Absent: Brenda Elliott. Mayor Carla Moberly declared the motion passed. Ordinance 4198.



8. Committee Reports:

a. Public Works Committee Report:

1. Community Development:

- a. ATS - Disposition of 1999 Dodge Caravan VIN: 2B4GP2537XR436348: Recommend to declare surplus and advertise for bids, 2-0.

COUNCIL: Council Person Hills made a motion to declare the vehicle as surplus and begin to advertise for bids. Council Person Mount duly seconded the motion. Discussion was held on the prior use of the vehicle and if something would still be needed. The ATS staff believe that will be able to function without it. The original grant commitment has been completed and the City owns the vehicle 100%. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

2. Parks & Recreation:

- a. American Leak Detection – Artesian Pool: Pool will be closed May 29th for detection work. The report will be on the next Public Works Agenda. For information only.
- b. Benson Center Sound System Quote: Recommend to accept the Paragon Direct bid for \$21,389.62, 3-0.

COUNCIL: Council Person Hills made a motion to accept the bid from Paragon Direct in the amount of \$21,389.62. Council Person Thole duly seconded the motion. Discussion was held on the equipment not being serviceable. There was \$20,000 already budgeted for this. Discussion on this being a good price and what the turnaround time would be. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

- c. Community Center Elevator: New CPU and cylinders installed. Still adjusting the leveling. For information only.
- d. Artesian Pool: Opened on Sunday. 200+ attendance on Monday. For information only.

3. Street Department:

- a. Transfer Station Truck Pricing (Sourcewell): Recommend to refer to Finance Committee for discussion of cash purchase vs. lease purchase. This is referred to the Finance Committee.

4. Transfer Station:

- a. City Wide Clean up May 4th – May 9th
 - 1. Transfer Station numbers: For information only.
 - a. 8 open tops
 - b. 3 tanks
 - c. 49.26 tons
 - d. \$5,401.00 Total

5. Waste Water: For information only.

- a. OPS Report March/April: Storm overflow basins are impacting operations due to excessive rain. This has increased the chemical usage. Investigating adding mixers to overflow basins. Discussion on the request for the location of the damaged sewer line.



- b. Calvird Drive Lift Station Update: Floating debris issue resolved. (mop head). Transducers installed, providing good info. Motor for louver near completion.
- c. Triton's SCADA Automation: Issues at headworks are hampering adjustments. Headworks improvements will improve automation process.
- d. Vehicle Insurance: AWR will carry coverage on all vehicles beginning Oct. 1st. The cost will be added to the operation/maintenance agreement, with a corresponding decrease on city policy.
- e. Stoneridge Regionalization Sewer Connection Project: Working with them to use their own attorney. The City will not be doing the work.
 1. Facility Plan: The revised plan, which incorporates MDNR comments, was submitted on May 22.
 2. Stoneridge Common Sewer District: Henry County Commission appointed the initial 5-member Board of Directors on 5/19.
 3. Inter-jurisdictional User Agreement: Agreement between City and Stoneridge CSD to be Negotiated. PWC recommends this to be finalized prior to beginning design work.
 4. MDNR Regionalization Incentive Grant for Design/Construction: 2026 RIG application must be submitted by end of June. Funding approved in October.
6. Request for Proposals - USACE Land Conveyance at WWTP: Due 5:00 pm, 6/23. Scope of Work is attached. The City is still proceeding with this project.
7. New City Website: The new website is live and user friendly for the community: www.cityofclintonmo.gov.
- b. **Public Safety Committee Report:** *Council Person Jones gave the following committee report:*

Present at meeting: Council Persons Jones and Shannon, Deputy Police Chief Paul Abbott, Fire Chief Mark Manuel

 1. Police Department Resignation: Kameron Huffman submitted his resignation letter:
COUNCIL: Council Person Jones made a motion to accept the resignation of Kameron Huffman with regrets. Council Person Shannon duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
 2. Clarification of bids submitted from the Fire Department to accept a quote to replace the inoperable mini split unit in the Fire Station day room and training room.
COUNCIL: Council Person Jones made a motion to accept the bid from Sherman's for \$6,761.80. Council Person Henry duly seconded the motion. Discussion held on 110V clarification. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
 3. C.A.R.E. Agreement Renewal: Committee recommends 2/0 to approve.
COUNCIL: Council Person Jones made a motion to approve the renewal of the C.A.R.E. Agreement. Council Person Thole duly seconded the motion. A copy of the budget was requested. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.



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

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

1. Economic Development update from Chamber: An update was given on the expenses in April/May. MarksNelson will start on 7/1/26. Discussed the funds received from the City during this transitional time and options for its use. Partnering with Golden Valley Industrial Park tenants to repair and/or upgrade the GVIP sign was suggested. GVIP businesses will be contacted to participate in this project. For information only.
2. Transfer Station truck - Referral from PWC to consider cash purchase vs. lease purchase: Discussed condition of current truck, the need for a new one and the proposed quotes. Committee recommended the purchase option 3/0.

COUNCIL: Council Person Henry made a motion to approve the purchase option of \$123,497.63 with the \$2,500 deposit out of this year's budget and the remaining amount to come out of the FY 26/27 budget. Council Person Mount duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

3. Employee Floating Holiday Hours for 2027: Discussed the history behind this type of employee compensation in lieu of other options. No changes to prior years.
4. COUNCIL: Council Person Henry made a motion to approve the floating holiday hours. Council Person Shannon duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.

9. Mayor's Report:

- a. Mayor's recommendation for the appointment of John Petterson to the Historic Preservation Commission with a term expiring June, 2030. Council Person Jones made a motion to approve the recommendation of John Petterson to the Historic Preservation Commission. Council Person Thole duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Carla Moberly declared the motion passed.
- b. The budget meeting schedule was sent out.
- c. Interim Solutions will be here on Monday at 12:00pm for a special council meeting to discuss the City Administrator job description and profile.
- d. Brenda Elliott had some medical issues and will be out for a while.
- e. David Lee is home. Please continue to pray for him.

10. City Administrator's Report: For information only.

- a. Price Lane Mill/Overlay Project – Bids due 6/10 at 11 AM
- b. 2nd Street Sidewalk Extension, Phase I – Hillcrest Drive to Gaines Drive – Bids due 6/18 at 11 AM
- c. Urich Road Bridge plans are complete. Ready to advertise for bids.

11. Unfinished Business: None.

12. New Business: None.



13. **Closed Session:** Council Person Shannon 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: 7 Ayes: Brenda Elliott, Gene Henry, Rob Hills, Roger House, Austin Jones, Gary Mount, Greg Shannon and Bill Thole; 0 Nays; 1 Absent: Brenda Elliott. At 6:46 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



OPEN CITY COUNCIL MEETING MINUTES

City Hall – 105 E. Ohio Street, Clinton, MO 64735

Monday, June 8, 2026 • 12:00 p.m.

The City Council of the City of Clinton, Missouri met Monday, June 8, 2026. 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 (via zoom), Austin Jones, Gary Mount and Bill Thole

Absent: Brenda Elliott and Greg Shannon,

Others Present:

City Clerk Wendee Seaton, City Administrator Christy Maggi, Interim Solutions representative Jeff Hancock

17. **Closed Session:** Council Person Jones made a motion to adjourn to closed session pursuant to *RSMo. 610.021 (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded..* Council Person Mount duly seconded the motion. A roll call vote was taken and following was recorded: 6 Ayes: Gene Henry, Rob Hills, Roger House (via zoom), Austin Jones, Gary Mount and Bill Thole; 0 Nays; 2 Absent: Brenda Elliott and Greg Shannon. At 12:05 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



City of
Clinton
MISSOURI

OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street

Tuesday, June 9, 2026 • 7:00 a.m.

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

1. Community Development

- a. Monthly Building Report: For information only.
- b. Proposed FEMA Floodplain Maps: Maps available for review. City will have 90 days in which to respond after FEMA meets with City.
- c. Update on CDBG Demolition Grant Application: Chuck built a software program to catalogue properties. Currently paring list down to eligible properties for application.

2. Parks & Recreation

- a. American Leak Detection Report: Major issues identified:
 1. Surge Pit Liner
 2. Two expansion joints in pool
 3. Hydro-static valve (1976)
 4. Main Drain

3. Street Department

- a. 2nd St. and Calvird Dr. Striping Project: Recommend solicit bids, 3-0
- b. Transfer Station – 2027 Freightliner Purchase: Bus Andrews neglected to include parts for roll-off bed in initial quote documents. Revised price is \$189,807.63

4. Downtown Square Vacant Building Program Proposal from Clinton Main Street:

- a. PWC has concerns about the City's ability to provide adequate staffing to manage this type of program.

5. Street Closure Request

- a. Olde Glory Days Parade: Recommend approval, 3-0



MONTHLY BUILDING REPORT

REPORTING PERIOD:

5/1/2026

thru

5/31/2026

Previous Month Total Dollar Value YTD:

\$1,868,134.00

PERMIT TYPE	NUMBER OF PERMITS	# PERMITS YTD	MONTHLY DOLLAR VALUE
SINGLE FAMILY HOMES	<u>0</u>	<u>4</u>	<u>\$0.00</u>
MULTIPLE FAMILY HOMES (NUMBER OF UNITS WITHIN MFU)	<u>0</u>	<u>0</u>	<u>\$0.00</u>
GARAGES & CARPORTS (ATTACHED)	<u>0</u>	<u>0</u>	<u>\$0.00</u>
GARAGES & CARPORTS (DETACHED)	<u>0</u>	<u>3</u>	<u>\$0.00</u>
ACCESSORY AND MISCELLANEOUS	<u>10</u>	<u>29</u>	<u>\$53,506.00</u>
COMMERCIAL BUILDINGS	<u>1</u>	<u>1</u>	<u>\$9,000.00</u>
COMMERCIAL REMODELING	<u>0</u>	<u>2</u>	<u>\$0.00</u>
DEMOLITIONS	<u>2</u>	<u>5</u>	<u>\$8,700.00</u>
SIGNS	<u>2</u>	<u>4</u>	<u>\$119,052.00</u>
OTHER	<u>1</u>	<u>18</u>	<u>\$0.00</u>
TOTALS FOR MONTH=	<u>16</u>		<u>\$190,258.00</u>
TOTAL PERMITS YTD=		<u>66</u>	
TOTAL DOLLAR VALUE YTD=			<u>\$2,058,392.00</u>
TOTAL PERMIT FEES FOR MONTH=	<u>\$1,490.00</u>		
TOTAL PERMIT FEES YTD=	<u>\$9,723.00</u>		
PLUMBERS LICENSES ISSUED	<u></u>		

REMARKS:

2026

PERMIT ABBREVIATIONS: SINGLE FAMILY HOME (SFH) - MULTIPLE FAMILY HOMES (MFH) - GARAGE/CARPORT ATT (GCA) - GARAGE/CARPORT DET (GCD)
ACCESSORY/MISC (AM) - COMMERCIAL BUILDING (CB) - COMMERCIAL REMODELING (CR) - DEMOLITION (DEM) - SIGNS (SGN) - OTHER (OTH)

POOL/SPA LEAK DETECTION

GENERAL INFORMATION

Customer Name:	City of Clinton Pool
Address	700 Artesian Avenue, Clinton, MO 64735
Job Date	May 29, 2026
Technician	Tollie Dodson

ARRIVAL ASSESSMENT

Structure Photo(s)



Customer's reported issue

Losing 4-6" per day in the main pool. No issues reported with the kiddie pool, slides, or splash pad.

Pool photo(s)



Upon arrival, the pool was full, clean, and clear.

Yes

The condition of the pool was:

Good

Upon arrival, the pool was on and running.

Yes

Kind of Skimmer

n/a

POOL PLUMBING

Pool plumbing RETURN LINE(s)

Could Not Test

↳ Comments

↳ Too many return ports for expected testing. There appear to be 30 openings which can probably be plugged for testing with advanced preparation if desired.

Technician's Pool plumbing summary

The scum gutter is not exposed to the water, and the contact was not concerned with it. The main drain likely can't be pressure tested due to rough cast iron openings.

A camera inspection was performed from both sides instead. The condition of the pipe is poor. There is a lot of buildup and deterioration of the metal and a high likelihood of holes and cracks.

POOL STRUCTURE

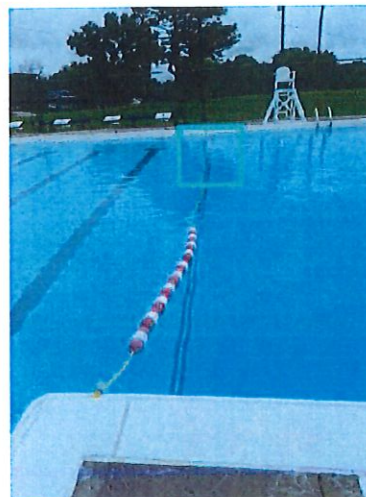
Pool Structure EXPANSION JOINTS/CRACKS testing	Failed
Pool Structure EXPANSION JOINTS/CRACKS located	Yes
Pool Structure EXPANSION JOINTS/CRACKS comments	Leaks were found in both expansion cracks ranging from narrow splits to nickel-sized holes punctured through the sealant.
Pool Structure LIGHTS testing	Did Not Test
↳ Comments	↳ no lights
Pool Structure WALL PENETRATIONS testing	Passed
Pool Structure FLOOR PENETRATIONS testing	Fail
Pool Structure FLOOR PENETRATIONS leak located	Yes
Comments on FLOOR PENETRATIONS on the Pool Structure	There are two hydrostatic valves in the main drain trough of the pool. One is leaking slightly though it's unlikely to result in any major water loss at its current rate.

SURGE PIT TESTING

Surge Pit Structure EXPANSION JOINTS/CRACKS	Failed
↳ Comments on the Surge Pit Expansion Joints/Cracks	↳ The surge pit liner seems to have failed. The material is bubbling and air will escape from beneath it if pressed.
Surge Pit PLUMBING PENETRATIONS Testing	Passed
↳ Surge Pit Plumbing Penetration Comments	↳ The liner does not extend into pipe penetrations up high, but these are usually not exposed to water.

ADDITIONAL JOB PHOTOS

Additional Job Photo(s)

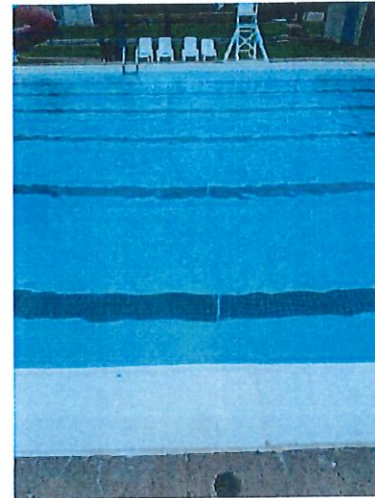


Description of Additional Photo(s)

Holes in expansion joint

ADDITIONAL JOB PHOTOS

Additional Job Photo(s)



Description of Additional Photo(s)

Shallow expansion joint

ADDITIONAL JOB PHOTOS

Additional Job Photo(s)



Description of Additional Photo(s)

Camera stoppage from pool side in main drain.

ADDITIONAL JOB PHOTOS

Additional Job Photo(s)



Description of Additional Photo(s)

Main drain plumbing view 1

ADDITIONAL JOB PHOTOS

Additional Job Photo(s)



Description of Additional Photo(s)

Main drain plumbing view 2.

ADDITIONAL JOB PHOTOS

Additional Job Photo(s)



Description of Additional Photo(s)

Kiddie pool main drain view.

ADDITIONAL JOB PHOTOS

Additional Job Photo(s)



Description of Additional Photo(s)

Surge pit pipe penetration looks good.

SUMMARY

Technician's Summary

ALD tested the pool structure, main drain, and surge pit. Leaks were identified on the expansion joints and one hydrostatic valve in the pool. The main drain plumbing for both the main and kiddie pools are in very poor condition and likely to be the source of some water loss. It is unlikely the main drain can be pressure tested due the condition of the openings. The surge pit liner seems to be failing mostly along the bottom. Flow out of the main drain opening further indicates a leak in the pit structure. The return system can be tested after plugs are ordered assuming the valve at the equipment on the return line closes completely. The contact was notified and may have ALD return to test it at the end of the season.

ALD's use of a temporary epoxy or patches are only to slow water loss until a repair or replacement can be performed. Being a temporary fix, it has no warranty and the longevity of its life is unknown. Epoxy patches are intended to be temporary; additional charges may apply for re-application of epoxy if homeowner fails to perform permanent repair(s). It is the responsibility of the customer to monitor water level and report any loss within 5 days of application.

At departure, the following were notified of the results: The on-site contact.

Any pool or spa related plumbing that is encased in concrete, the wall of the pool, or in the wall of the spa could skew the leak detection results and may require additional testing. Please contact American Leak Detection immediately.

**If repairs are performed by anyone other than ALD and the leak is not located within a radius of 5 feet of the original identified point, ALD must be notified immediately.*

American Leak Detection uses a two-part epoxy on cracks and breaks in areas such as light niches. However, the soil around the pool may shift, breaking the epoxy patch and causing the leak to reappear. Epoxy patches and Black Stuff® are TEMPORARY and are not warrantied. VINYL pools: American Leak Detection will patch leaks in the liner to the best of our ability; however, a new liner may be necessary in some cases. Liner patches are TEMPORARY and are not warrantied.

With a full detection, customer will receive a 60-day warranty on the detection service itself. To clarify, you have 60 days to make any permanent repairs and continue to monitor the pool/spa. Permanent repairs exclude vinyl patches or epoxy repairs as they are considered to be temporary and do not carry a warranty. If it is determined that leak(s) are present on, to include but not limited to, grout, tile, water features, spillways, equipment, replacement of vinyl liner or cosmetic repair to pebble Tec, fiber Tec, or fiberglass finishes, and American Leak Detection is unable to provide a permanent repair option, and is requested to return to service address for continued water loss in the pool/spa, an additional hourly fee will be assessed. If a permanent repair(s) is made on the pool/spa by another contractor, homeowner, or anyone other than American Leak Detection, and the detection is still under the 60-day warranty and the pool/spa is still losing, an additional hourly service call fee will apply if the repair/line is not holding. If the detection is outside the 60-day warranty period and the pool/spa continues to lose, customer may be subject to a new leak detection fee.

Payment is due in full upon completion of repair/detection. American Leak Detection is not responsible for determining policy coverage, fiscal liabilities or personal responsibility between insured, insurance carrier and/or third parties. It is the responsibility of the homeowner/insured/customer to pay all charges and/or fees associated with any repair and/or service which may not be covered under the homeowner's policy, agreements between homeowner/insured/customer and third parties as it relates to any repairs and/or services performed by, or at the request of, American Leak Detection, to include but not limited to: detection fees, plumbing charges, deductibles, additional work and/or services performed outside of the original scope of work, such as installation of new commodes, fixtures, clearing of drain lines, sinks, drain cover replacement etc. Payment terms for plumbing charges, deductibles, and/or any services performed that are not covered by homeowner's policy, agreements between homeowner/insured/customer and third parties, or which are paid directly to homeowner/insured/customer by insurance carrier and/or third parties are owed to American Leak Detection, Cash on Delivery (COD). Payment for services rendered must be received in full by American Leak Detection in order to maintain warranties for repairs and/or services. American Leak Detection reserves the right to void all warranties for repairs and/or services if homeowner/insured/customer fails to pay any balances owed upon completion of repairs and/or services.

Purchase Agreement and Acknowledgement

PREMIER
TRUCK GROUP

Premier Truck Group of Springfield
3020 E. Division Street
Springfield MO 65802
Phone: (417) 862-5050

Department: NEW
Contract Date: 06/09/2026
Deal Packet: DE-74198
Branch: 811
Salesperson: Jordan Chambers

Bill To: PROS-049850
CITY OF CLINTON, MO
801 E Sedalia Ave
Clinton MO 64735-1733
P:(660) 885-4362

Ship To:
CITY OF CLINTON, MO
801 E Sedalia Ave
Clinton, MO 64735-1733

REVISED

Stock#: TBD

VIN: TBD

New 2027 FREIGHTLINER M2106 PLUS
GALBREATH ROLL-OFF DUMPSTER SYSTEM QUOTE #E5558

Price: \$115,457.63

~~\$70,990.00~~

Per Unit: \$186,447.63

Total Price \$186,447.63

Documentary Fee \$400.00

Total \$186,847.63

Total Deposit: -\$2,500.00

Net Total \$184,347.63

With \$2,960
discount for
our troubles.

- DAIMLER CONTRACT #032824-DAI
- CITY OF CLINTON SOURCEWELL CONTRACT #96466
- SUBJECT TO AVAILABILITY OF M2+ BUILD SLOT AT TIME OF APPROVAL

Pricing Escalators and Surcharges

The pricing for this transaction is subject but not limited to any factory price increases on components, changes in factory specifications, factory programs, factory surcharges, or government mandated charges. Any increases will be passed on at actual cost.

Items that are non-lockable and not eligible for discounts include, but are not limited to:

- Freight to the designated destination
- Tire Surcharges
- Raw Material Surcharges
- Extended Warranties
- Surcharges from the manufacturer

Prices subject to change and may include surcharges/fees relating to raw material prices, tariffs, or government mandated requirements (see attached Terms and Conditions). License & Registration costs are not included.

Initials:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE

TITLE

DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE

TITLE

DATE

AUTHORIZED SIGNATURE

Purchase Agreement and Acknowledgement



Premier Truck Group of Springfield

3020 E. Division Street
Springfield MO 65802
Phone: (417) 862-5050

Department: NEW
Contract Date: 05/15/2026
Deal Packet: DE-74198
Branch: 811
Salesperson: Jordan Chambers

Bill To: PROS-049850
CITY OF CLINTON, MO
801 E Sedalia Ave
Clinton MO 64735-1733
P:(660) 885-4362

Ship To:
CITY OF CLINTON, MO
801 E Sedalia Ave
Clinton, MO 64735-1733

Stock#:TBD

VIN:TBD

New 2027 FREIGHTLINER M2106 PLUS
GALBREATH ROLL-OFF DUMPSTER SYSTEM QUOTE #E5509

Price: \$115,457.63

\$10,140.00

Per Unit: \$125,597.63

Total Price \$125,597.63

Documentary Fee \$400.00

Total \$125,997.63

Net Total \$125,997.63

- DAIMLER CONTRACT #032824-DAI
- CITY OF CLINTON SOURCEWELL CONTRACT #96466
- SUBJECT TO AVAILABILITY OF M2+ BUILD SLOT AT TIME OF APPROVAL

Pricing Escalators and Surcharges

The pricing for this transaction is subject but not limited to any factory price increases on components, changes in factory specifications, factory programs, factory surcharges, or government mandated charges. Any increases will be passed on at actual cost.

Items that are non-lockable and not eligible for discounts include, but are not limited to:

- Freight to the designated destination
- Tire Surcharges
- Raw Material Surcharges
- Extended Warranties
- Surcharges from the manufacturer

Prices subject to change and may include surcharges/fees relating to raw material prices, tariffs, or government mandated requirements (see attached Terms and Conditions). License & Registration costs are not included.

Initials:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE

TITLE

DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE

TITLE

DATE

AUTHORIZED SIGNATURE



1937-2025 88 Years Of Service

BUS ANDREWS TRUCK EQUIPMENT, INC
2828 E. KEARNEY, SPRINGFIELD, MO 65803
PH# 417-869-1541 FAX # 417-869-1656

Quotation E 5509

Date

//

Date Open

05/11/2026

Page: 1 of 1

Sold To : 862-5050 417

Ship To :

PREMIER TRUCK GROUP OF SPFD
3020 E DIVISION

SPRINGFIELD MO 65802 USA

Written By ALEX		Terms CHG		Time 09:55:38	Customer Po # CITY OF CLINTON		Promised		Phone		Ship Via	
Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	Price	Amount
1.000	WE ARE PLEASED TO QUOTE THE FOLLOWING FOR 2026 FREIGHTLINER W/ 186" CT; MISGALBREATH GALBREATH U5-OR-174 ROLL-OFF DUMPSTER SYSTEM W/ >RECOMMENDED 18'-22' CONTAINER SIZE >60,000LB HOIST CAPACITY >CABLE WINCH SYSTEM >HOTSHIFT PTO W/ DIRECT MOUNT PUMP >3/16" TREADPLATE FENDERS >FRAME MOUNTED TOOLBOX >DUAL OUTBOARD CYLINDERS >AIR ASSIST ICC BUMPER >FRAME RAIL WEAR STRIPS >LED TAIL LIGHTS >PIONEER RACK AND PINION TARP SYSTEM >HOIST ALARM >AIR CONTROLS INSIDE CAB >NYLON RATCHET TIE-DOWNS	0.00	10140.00
		SubTotal	10140.00
	AVAILABLE 6-8 WEEKS FROM TIME OF ORDER		

A 3% charge will be added for VISA and Mastercard payments over \$2000.00. A 5% for all payments by American Express and Discover.

Parts..... 0.00
Labor..... 10140.00

This invoice is due no later than the 10th day of the following month of purchases, a 1-1/2% charge will be added to past due accounts.

Authorized By

TOTAL 10140.00



1937-2025 88 YEARS OF SERVICE

BUS ANDREWS TRUCK EQUIPMENT, INC
2828 E. KEARNEY, SPRINGFIELD, MO 65803
PH# 417-869-1541 FAX # 417-869-1656

Quotation E 5509

Date

11

Date Open

06/04/2026

Page: 1 of 1

Sold To : 862-5050 417

Ship To :

PREMIER TRUCK GROUP OF SPFD
3020 E DIVISION

SPRINGFIELD MO 65802 USA

Written By ALEX		Terms CHG		Time 11:46:58	Customer Po # CITY OF CLINTON		Promised	Phone		Ship Via	
Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN		Engine

Qty	Description	Price	Amount
	WE ARE PLEASED TO QUOTE THE FOLLOWING FOR 2027 FREIGHTLINER W/ 186" CT AND 25" AFTER FRAME:		10140.00
1.000	MISGALBREATH GALBREATH U5-OR-174 ROLL-OFF DUMPSTER SYSTEM W/: >RECOMMENDED 18'-22' CONTAINER SIZE >60,000LB HOIST CAPACITY >CABLE WINCH SYSTEM >HOTSHIFT PTO W/ DIRECT MOUNT PUMP >3/16" TREADPLATE FENDERS >FRAME MOUNTED TOOLBOX >DUAL OUTBOARD CYLINDERS >AIR ASSIST ICC BUMPER >FRAME RAIL WEAR STRIPS >LED TAIL LIGHTS >PIONEER RACK AND PINION TARP SYSTEM >HOIST ALARM >AIR CONTROLS INSIDE CAB >NYLON RATCHET TIE-DOWNS	63810.00	63810.00
		SubTotal	73950.00
	AVAILABLE 6-8 WEEKS FROM TIME OF ORDER		

A 3% charge will be added for VISA and Mastercard payments over \$2000.00. A 5% for all payments by American Express and Discover.

Parts.....

63810.00

Labor.....

10140.00

This invoice is due no later than the 10th day of the following month of purchases, a 1-1/2% charge will be added to past due accounts.

Authorized By

TOTAL

73950.00

Downtown Vacant Building Revitalization Program

City of Clinton – Historic Downtown Commercial District

(Discussion Draft for Public Works Committee)

Why This Matters

Clinton's courthouse square is one of the most important historic and economic assets in our community.

Long-term vacant buildings can:

- Deteriorate and become costly to repair
- Lower nearby property values
- Create safety concerns
- Attract vandalism or trespassing
- Discourage new business investment

Many communities have adopted **vacant building registration programs** to protect historic downtown districts and encourage reinvestment.

Goal of the Program

The goal is **not to penalize property owners**, but to:

- Protect historic buildings around the courthouse square
 - Prevent long-term deterioration
 - Encourage building reuse and redevelopment
 - Improve downtown safety and appearance
 - Support economic growth and business recruitment
-

Definition of a Vacant Building

A downtown commercial building may be considered vacant if:

- It has been **unoccupied for 90 days or more**, and
- Two or more of the following conditions exist:
 - The building is unsecured
 - Utilities have been disconnected
 - Windows or doors are boarded
 - Structural or fire damage exists
 - Evidence of code violations or lack of maintenance
 - Property attracts loitering or trespassing
 - The building presents a safety hazard

Property Registration

Owners of vacant commercial buildings in the **Historic Downtown Commercial District** would:

- Register the property with the City
- Provide owner contact information
- Identify a local contact person
- Provide plans or a timeline for reuse, repair, or redevelopment

Registration would occur:

- When a property meets vacancy criteria
- Or within **15 days of notice from the City**

Property Maintenance Requirements

Owners must maintain vacant buildings so they do not become nuisances.

Required standards may include:

- Securing all doors and windows
 - Preventing unauthorized entry
 - Maintaining structural safety
 - Keeping the property free of debris, trash, weeds, and dumped materials
-

City Oversight

The program would be administered by:

- Building Inspector / Code Enforcement
- City Clerk (registration and billing)
- Police and Fire Departments (public safety concerns)

The City may:

- Inspect registered properties
- Require buildings to be secured
- Order repairs if a building poses a safety risk

If the City must secure a building, **costs may be billed to the owner and placed as a lien on the property.**

Registration Fee (Example)

A modest registration fee may be assessed to offset inspection and administrative costs.

Example structure used by other communities:

- Residential property: **\$200 semi-annual fee**
- Commercial property: **\$0.15 per square foot semi-annually**

Fees encourage property owners to actively pursue **rehabilitation or redevelopment.**

Role of Clinton Main Street

Clinton Main Street would support the program by:

- Identifying redevelopment opportunities
- Helping connect owners with investors and tenants
- Supporting historic building rehabilitation
- Promoting downtown business growth

Main Street would serve as a **partner in revitalization**, not an enforcement entity.

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: Clinton Chamber of Commerce Contact Number: 660-885-8166

Date/Time for which closure is requested: 7/4/26 8 or 9am to 11:30am

Organization requesting street closure: Olde Glory Days

Description of event: Annual Olde Glory Days Parade

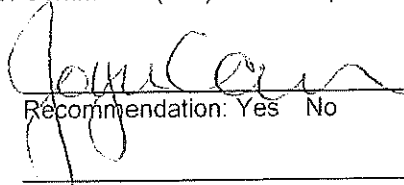
Description of closure requested (street from point A to point B, block, and structures in roadway i.e., staging, Central Business District Square etc.):

Provided on the attached map of the parade. Also, the five parking spaces in the front of the Chamber (200 S. Main) for motorcycle show on 7/4 from 9am-3pm. Display of motorcycles, 3 or 4 per space.

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)


Recommendation: Yes No

Street Department Superintendent

Recommendation: Yes No

Public Works Committee:

Recommendation: Yes No

Final Approval granted by City Council:

Recommendation: Yes No



First Presby
220 East Frar
Clinton, MO
(660) 885-518
www.fpecclinto



City of
Clinton
MISSOURI

PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA

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

Tuesday, June 16, 2026 • 5:30 p.m.

Present:

COMMITTEE MEMBERS: ☐ Austin Jones ☐ Greg Shannon ☐ Brenda Elliott

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

GUESTS: _____

NO MEETING



City of
Clinton
MISSOURI

FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, June 16, 2026 • 5:30 p.m.

Present:

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

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

GUESTS: _____

1. Review Bank Specs to Bid Out
2. 2025-2026 Workers' Comp Insurance Audit
3. PILOT Revenue and Payments for TC/ProAmpac 2020 and 2022 Chapter 100 Bonds



REQUEST FOR PROPOSAL DEPOSITARY AND BANKING SERVICES

BIDDERS **MUST** USE THE BID FORMS PROVIDED FOR SUBMISSION OF BIDS.

BIDS MUST BE RECEIVED BY: **10:00 A.M. LOCAL TIME ON JULY 28TH, 2026.**

YOUR SUBMITTAL **MUST** BE SEALED AND MARKED:

DEPOSITARY AND BANKING SERVICES PROPOSAL

SEND PROPOSAL TO:

City of Clinton
Attn: Wendee Seaton
105 East Ohio Street
Clinton, Missouri 64735
660-885-6121

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein and also certifies that they have made no additions, deletions or changes to the original Request for Proposal (RFP). The only additions made are in the response to the (RFP). Please type or print the information below. **RESPONDENT IS REQUIRED TO COMPLETE, SIGN AND RETURN THIS FORM WITH THEIR SUBMITTAL.**

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type



City of
Clinton
MISSOURI

BID SPECIFICATIONS FOR DEPOSITARY AND BANKING SERVICES

FOR THE CITY OF CLINTON, MISSOURI

The City of Clinton, Missouri (City), does hereby solicit bids from Financial Institutions (Bank), doing business in the City, for the privilege of being the Depositary of funds of the City. The following shall be considered as the Minimum Specifications. The Bank may propose alternate services for consideration. Sealed Bids **MUST** be submitted no later than 10:00 a.m. on Tuesday, July 28th, 2026 and **MUST** use the BID SPECIFICATIONS FOR DEPOSITARY AND BANKING SERVICES form. Any additional items must be submitted as addendums to this form. The City of Clinton, Missouri (City), does hereby request that the sealed bid contain one paper copy and one digital copy (flash drive).

- 1) **TERM:** The City and the Bank shall enter into the attached agreement for a one year term that is renewable for three additional years. The agreement shall commence on October 1, 2026 and renew thereafter on October 1 unless the City requests to cancel the agreement, no later than September 1 of that year. The successful bidder will be required to execute the attached CITY DEPOSITARY AGREEMENT.
- 2) **The Bank shall provide a current Statement of Condition as part of the Proposal.**
- 3) **COLLATERAL/DEPOSITARY SECURITY:** The Bank shall secure, with approved pledged securities, all moneys deposited by the City, in excess of the insured limits provided by the Federal Deposit Insurance Act of 1950. These pledged securities shall conform to the requirements of Chapter 110.010 and Chapter 30.270 of the Missouri Revised Statutes.

As may be required from time to time, the Bank shall add additional approved securities that may be required to comply with all provisions of applicable State Statutes.

The Bank may request of the City the release of pledged securities which are in excess of requirements. If requested by the Bank, the City shall direct the trustee of the pledged securities to release the excess amount.

The Securities being pledged by the Bank shall be subject to approval of the City.

The Bank may at any time, with written consent of the City, be permitted to exchange securities being held by the trustee, with other approved securities as provided by State Statutes.

The Bank shall provide to the City monthly, a listing of all pledged securities, their current market value, and the name of the Trustee holding said securities. The City may request a more frequent accounting.

Until a default has been made by the Bank, the Bank shall be entitled to receive all interest accruing on the pledged securities.

If the Bank should fail to safely keep or properly pay out when demanded by the City, through its proper officers and officials or other lawful authority, said funds and every part thereof deposited including any interest due thereon, then the City, on ten (10) calendar days written notice to the Bank of the Official Trustee or Receiver, make demand upon the Trustee holding the pledged securities. The City may make written demand upon the Trustee to sell the pledged securities at the best price obtainable on the market and the proceeds applied to indemnify the City for any failure or default of the Bank to safely keep and pay out of said funds.

If the Bank should be given notice of being in default, as provided above, then any interest, which may accrue to the credit of the Pledged Security, shall be considered as part of the Pledged Securities being held for and on behalf of the City.

In the event there is a sale of any securities as herein provided, or should there be a litigation resulting from the deposit, the Trustee, holding the securities for and on behalf of the City, shall be authorized to deduct from the balance of the proceeds and prior to any other payments, any expenses incurred by it in making such sales, including its own compensation and reasonable attorney fees. Any balance left thereof shall be returned to the Bank or its legal representative. In the event of controversy between the Parties or their agents or representatives, the escrow agent shall not be required to make delivery of any securities or proceeds until there has been a mutual agreement between the Parties or until it has been directed to make delivery in final judgment of the courts having proper jurisdiction thereof.

- 4) COLLECTION OF FUNDS: The Bank shall collect promptly all checks, drafts, and other instruments of exchange deposited with it by the City.
- 5) AVAILABILITY OF FUNDS DEPOSITED: The Bank shall make available all deposited items, unless otherwise specified, as follows: ALL ITEMS DEPOSITED: SAME BUSINESS DAY
- 6) NSF CHECKS: The Bank shall process twice all checks initially returned as NSF before returning the check to the City. NSF checks returned to the City shall be charged directly to the main operating account. The City shall be provided with written notice mailed at the time of each charge.
- 7) INVESTMENTS: The City will bid separately investments. However, the Bank may participate in the City's bidding process.
- 8) LINE OF CREDIT/OVERDRAFT PROTECTION: A Line of Credit/Overdraft Protection shall be provided to the City in the event that the City's Checking Account(s) should become overdrawn. The Limit for this Line of Credit/Overdraft Protection shall be limited to the amount which the City has on deposit in other accounts and/or investments of the City being held by the Bank.
- 9) PRINTING: The City shall provide checks used for the Primary Payable Account. The Bank shall provide the following credit to the City as a result of the City providing these checks.

Credit Amount = _____

The Bank shall provide Deposit Slips at no additional charge to the City.

The Bank shall provide checks for the low activity accounts. Any charges for these checks must be reflected in the chart below. If there is a charge the City has the option to seek outside bids for check printing.

The Bank shall approve a proof of the desired check before printing.

- 10) WIRE TRANSFERS: The Bank shall provide for Wire Transfer Service to permit the City to initiate and receive funds. At the present time the Monthly in coming Wire Transfers are for receiving State Sales Tax Funds, State Motor Vehicle Fee Funds, State Motor Vehicle Sales Tax Funds, Everygy Franchise Tax Funds, Empire Gas Franchise Tax Funds and other miscellaneous State of Missouri Funds.
- 12) STOP PAYMENT ORDERS: The City may issue a STOP PAYMENT order by telephoning the Customer Service Area of the Bank. The Bank shall provide a written confirmation of each Stop Payment which shall be mailed to the City.

13) REPORTING AND ACCOUNT MAINTENANCE: The Bank will provide:

MONTHLY REPORT - The Bank shall provide to the City a monthly electronic DDA report (Bank Statement) with copies of Canceled Checks, Debit/Credit Slips and Deposit Slips within five (5) working days from the end of the month.

MONTHLY REPORT - The Bank shall provide to the City a Monthly report indicating all activity for each account including a listing of the daily balance.

DAILY REPORT - The City will have access to its account balance information on a daily basis at 9:00 a.m. Information required will include previous day's ending balance, total debits and total credits.

14) PAYMENT OF CHECKS: The Bank shall pay all checks drawn by proper officers of the City, when there are sufficient funds on deposit to pay same. The Bank shall faithfully account for all funds dispersed on behalf of the City.

15) DIRECT DEPOSIT OF PAYROLL: The Bank must be able to provide direct deposit services for payroll.

16) ACH PAYMENTS: The Bank must be able to provide the ability for the City to make ACH payments to vendors thru the City of Clinton financial software program.

17) POSITIVE PAY: The Bank must be able to provide a Positive Pay system for authorizing check payments.

18) BANK CARD/DEBIT CARD MERCHANT SERVICES: The City currently accepts MasterCard, Visa, Discover and American Express at two of our locations as follows:

- a. City Hall - Administration Department
- b. Transfer Station

The Bank shall provide all necessary equipment, free of charge, to be used for accepting payment using MasterCard, Visa, Discover and American Express.

19) OTHER SERVICES: The City and the Bank may at a later date, enter into other agreements for additional services.

20) ANTICIPATED ACTIVITY: The Anticipated Activity for Services provided to the City for the year includes the following:

Average Daily Balance of Primary Checking Account.....	\$ 11,205,171
(based on previous 12 month period)	
Accounts Payable Checks	1,500 (approximately)
Other Checking Accounts	9 (approximately)
Deposits.....	500 (approximately)
with approximately:.....	5,000 checks per year
Wire Transfers:	In: 100/Out: 30
Stop Payments.....	12
Transferring Payroll deposits for Federal, State and FICA Reports.....	64

22) ACCOUNTS REQUIRED:

CHECKING ACCOUNT - PRIMARY: The General Fund account will be the primary account used for the receiving of revenues and for the dispersing of city funds for Payroll and Accounts Payable.

CHECKING ACCOUNTS - LOW ACTIVITY: Currently thirteen (10) low activity accounts shall be required. The combined number of checks drawn on these accounts during the past year was approximately (150). These accounts will be used as follows: City of Clinton: CHA-ATS TICKETS, POST Commission Funds, Police- DHS/ICE, Sewer Security Deposit Account, Police DEA Funds, Fire Damage Funds, Police Department Donations, PD Seized Evidentiary Funds and Clinton Cardinal Power Funds; and Clinton Municipal Court: Show Me Courts. Additional accounts may be added as needed.

22) HSA (Health Savings Accounts): The bank must administer HSA accounts and provide HSA debit cards to participating City of Clinton employees at no charge.

23) BALANCE REQUIREMENTS:

The City shall be required to maintain \$_____ on deposit with the Bank in either the Demand Accounts or in Certificates of Deposit.

PROPOSAL BY FINANCIAL INSTITUTION:

The below named Bank does hereby submit the following proposal to the City:

FINANCIAL INSTITUTION: _____

ADDRESS: _____

TELEPHONE: _____

SUBSIDIARY OF: _____

PRINCIPAL Officers: _____

PRIMARY CHECKING ACCOUNT INTEREST RATE

Based on a specific index as the 91 day T-Bill rate: _____

Frequency of rate adjustment: _____

LOW VOLUME CHECKING ACCOUNTS INTEREST RATE

Based on a specific index as the 91 day T-Bill rate: _____

Frequency of rate adjustment: _____

SERVICE CHARGE FOR SERVICES: The following services will be provided as follows:

	<u>NO CHARGE</u>	<u>FEE CHARGE</u>
Account Maintenance	_____	_____
Post Checks	_____	_____
Post Items Deposited	_____	_____
NSF Checks	_____	_____
Stop Payments	_____	_____
Safety Deposit Box	_____	_____
Wire Transfers - In	_____	_____
Wire Transfers - Out	_____	_____
Overdrafts	_____	_____
Reports	_____	_____
Direct Deposit of Payroll	_____	_____
Printing Deposit Slips	_____	_____
Low Volume Checks	_____	_____
OTHER (Please Specify)	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to RSMo. 110.080.2 Each bid shall be accompanied by a check in favor of the institution on some solvent banking corporation, association, or trust company in the city, duly certified, for not less than one thousand dollars, as a guaranty of good faith on the part of the bidder that if its bid is accepted by the board it will give the security required by section 110.010.

The check will be returned to unsuccessful bidders immediately upon action by the board, and will be returned to the successful bidder upon verification of pledged securities by law. In the event of a failure to execute contract, this money may be kept as liquidated damages.

THIS BID PROPOSAL HAS BEEN SUBMITTED TO THE CITY OF CLINTON BY:

Financial Institution: _____

By: _____

Title: _____

Dated: _____

CITY DEPOSITARY AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2026, by and between the City of Clinton, (herein "City") and _____, (herein "Depositary").

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

1. **Services** - Depositary shall provide the City with banking services for the City of Clinton as requested in the City's RFP and Depositary's response, both attached hereto.

Depositary agrees to provide all such services in a timely manner within a reasonable time after receipt of City directives. Depositary agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided.

2. **Compensation** - In consideration for the Depositary's provision of services under this agreement, the City agrees to compensate the Depositary for services rendered in accordance with the payment terms set forth in Depositary's proposal attached hereto. The agreed scope of services and rate of compensation at present is for the initial 12 month period. The services shall renew for three additional one year periods unless City provides notice to Depositary on or before September 1 of the current contract year.
3. **City Responsibilities** - City agrees to furnish Depositary with all current and available information as requested by Depositary.
4. **Coordination of Work and Work Product** - Depositary shall coordinate all work with the City's designated representative for each task or project assigned to Depositary and shall submit information to City in a timely manner and in a format compatible with City systems.
5. **Protection of Work, Property and Persons** - The Depositary will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services provided under this Agreement. The Depositary will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees providing work under this Agreement and other persons who may be affected thereby.
6. **General Insurance Requirements** - Depositary will provide proof of its workers compensation coverage and general liability coverage to the City before undertaking work for the City, in addition to collateralization called for in the request for proposals.
7. **Indemnification** - Failure of Depositary to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Depositary's obligations to maintain such insurance coverage and Depositary shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Depositary, its agents or employees.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Depositary's proposal for services, the Depositary shall not delegate or subcontract any work to be performed by the Depositary under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.
9. **Records** - To the extent not otherwise transferred to the City's possession, Depositary agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of seven (7) years after this agreement expires.
10. **Additional Services** - No compensation shall be paid for any service rendered by the Depositary considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Depositary prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Depositary shall be entitled to no additional compensation.
11. **City Authorization** - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City of Clinton City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Clinton City Council or City Administrator. In this regard, it is understood and agreed that the Depositary shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Administrator in writing. When the term City's representative is used, it shall mean the City Administrator or her designee as specified in writing.
12. **Period of Services and Termination** - Depositary will provide its services as described in the proposal until completion, or until termination of those services by the City. The initial term of this Agreement shall be for 12 months, and shall renew for three additional 12 month terms unless City provides notice to Depositary by September 1 of the current contract year. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Depositary written notice of termination. It is further agreed that if services are terminated the Depositary shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. This agreement or work performed under the provisions of this agreement may also be terminated by the Depositary upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Depositary. In the event of termination by the Depositary, the other provisions concerning termination contained in this paragraph shall be applicable.
13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Depositary will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto.
15. **Nature of Relationship** - Depositary herein is an independent Depositary and shall not act as an agent for the City, nor shall Depositary be deemed to be an employee of the City for any purposes whatsoever. The Depositary shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.
16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

DEPOSITARY

City of Clinton, Missouri

By: _____

Title: _____

Dated: _____

By: Christina A. Maggi

Title: City Administrator

Dated: _____

Attest:

Wendee Seaton, City Clerk

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- ____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- ____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Printed Name

Date

AFFIDAVIT

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

*Social Security Number
or other Federal I.D. Number*

Printed Name

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

Notary Public

My Commission Expires: _____

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

State of Missouri)
)SS.
County of _____)

My name is _____. I am an authorized agent of _____
_____ (Bidder). This business is enrolled and participates in a federal
work authorization program for all employees working in connection with services provided to the City. This
business does not knowingly employ any person that is an unauthorized alien in connection with the services
being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Affiant

Printed Name

Date

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

MISSOURI RURAL SERVICES

WORKERS' COMPENSATION INSURANCE TRUST

P.O. Box 104268, JEFFERSON CITY, MISSOURI 65109 TOLL FREE: 800-726-9304 WWW.MISSOURIRURALSERVICES.COM

Premium Worksheet (Audited) 2025-2026

Entity ID 356	Main Contact	Agency
Clinton, City of	Wendee Seaton	Mike Keith Insurance Inc.
	(660) 885-6121	(660) 885-5581
105 East Ohio	Policy # 7290088	Effective Date 4/1/2025
Clinton MO 64735	Risk ID 244021050	ExpirationDate 4/1/2026
	Area 4	Quote Date 6/2/2026
County Henry	Status Yes	Last Updated 6/2/2026
FEIN 44-6000164	Type City	

Code	Description	Rate	Payroll	Premium
5506	Street or Road Construction: Paving or Repaving	8.29	331,332	27,467
7382	Bus Company: All Other Employees & Drivers	8.98	98,722	8,865
7590	Garbage Works	5.11	80,506	4,114
7710	Firefighters & Drivers	7.27	1,135,442	82,547
7711	Firefighters & Drivers-Volunteer	8.88	16,640	1,478
7720	Police Officers & Drivers	5.31	1,765,308	93,738
8810	Clerical Office Employees NOC	0.22	527,734	1,161
8820	Attorney-All Employes & Clerical	0.22	0	0
9015	Building or Property Management	5.36	75,776	4,062
9063	YMCA-All Employees & Clerical	1.39	325,892	4,530
9102	Park NOC-All Employees & Drivers	4.80	389,111	18,677
9220	Cemetery Operations & Drivers	7.05	183,706	12,951
9410	Municipal, Township, County or State Employee NOC	5.52	76,309	4,212
	Totals		5,006,478	263,802

MISSOURI RURAL SERVICES WORKERS' COMPENSATION INSURANCE TRUST

P.O. Box 104268, JEFFERSON CITY, MISSOURI 65109 TOLL FREE: 800-726-9304 WWW.MISSOURIRURALSERVICES.COM

Premium Worksheet (Audited) 2025-2026

			Audited	Estimated	Balance
		Manual Premium	263,802	202,576	61,226
Experience Modification	0.87	Modified Premium	229,508	176,241	53,267
Deviation Factor	-0.250	Deviation Amount	-57,377	-44,060	-13,317
		Deviated Premium	172,131	132,181	39,950
		Expense Constant	200	200	0
2nd Injury Fund Rate	0.030	2nd Injury Fund Surcharge	5,170	3,971	1,199
Premium Tax Rate	0.015	Premium Tax	2,585	1,986	599
		Total Premium	180,086	138,338	41,748
Prorate Factor	1.000	Prorated Premium	180,086	138,338	41,748

Printed on Tuesday, June 2, 2026

Due/(Return) **\$41,748**

Account Number: 17257 4/2/2026 000
Policy Number: 0356-7290088
Insured Name: Clinton, City of

Audit Period: 4/1/2025 4/1/2026
Policy Period: 4/1/2025 4/1/2026
Audit Method: Physical

Notice to Underwriter

Premium Audit has disclosed the need for Underwriting action. To ensure timely completion of the field audit, review items noted below and process required endorsements immediately. Also ensure changes are made to the current policy. Questions relating to this notice should be directed to the author or Premium Audit Manager for timely resolution.

Entity: 0001 Location: 0001

To:
Division:
Insured: Clinton, City of
Agent/Broker:
Date:

From: Janelle Beauchamp
Insurance Company: 0028 Missouri Rural Services

Policy Number: 0356-7290088
Policy Period: 04/01/2025 - 04/01/2026

Exposure Variance (20% or more)

7720 - 4 additional policeman were hired during this policy period.

7710 - 6 additional firefighters were hired during this policy period.

9220 - Additional work was completed in the cemetery over this policy period.



City of Clinton MISSOURI

TO: Finance Committee

FROM: Christy Maggi *CM*
City Administrator

DATE: June 12, 2026

REF: PILOTs for TC/ProAmpac

We are finalizing the distribution of the Payments in Lieu of Taxes (PILOTs) from TC/ProAmpac for the 2020 and 2022 Chapter 100 Bond issues. Tax year 2025 was the first year for which the PILOTs were applicable.

It has been a challenging and lengthy process to pull all of this together. Greg Vahrenberg, with Raymond James, and Sarah Granath, with Gilmore & Bell, did the bulk of the work in setting up a very complicated spreadsheet template that was used to calculate the PILOTs to be paid by TC/ProAmpac and the amounts to be distributed to all of the affected taxing districts. This is a new process for the City, the Henry County Assessor and the Henry County Collector, so there has definitely been a learning curve.

A new City fund (32 – Chapter 100 Bonds) was created in order to be fully transparent in regards to PILOT revenue and disbursements to taxing districts. Attached is a sheet showing clips from the City's BS&A financial management system. As we wrap up FY 25-26 in late September, you can expect to see budget amendments to account for the new Fund 32.

This coming November, the process of entering updated appraised values and tax rates into the spreadsheet template will begin. In addition to the PILOTs for ProAmpac (formerly TC), the City will be calculating the PILOT payment and disbursements related to the Schreiber Foods 2025 Chapter 100 Bond issue. This next round of PILOTs should go much more smoothly now that the process and formulas have been established.

Once again, I want to express my appreciation to Greg Vahrenberg and Sarah Granath for creating our calculation template and for their guidance throughout this process. The City's relationships with Raymond James and Gilmore & Bell are invaluable.

General Ledger Details - Unsaved Workspace

Q

A

🔍

📄

📄 BLOCK/START

📄 QUICK BLOCK

📄 MARK

📄 QUICK MARK

📄 COUNT

SORTED BY: GENERAL LEDGER #

100

GENERAL LEDGER #	DESCRIPTION	ACCOUNT CATEGORY	FUND
32-00-100100	CASH IN BANK	Assets	32
32-00-200100	ACCOUNTS PAYABLE PENDING	Liabilities	32
32-00-220400	ACCOUNTS PAYABLE	Liabilities	32
32-00-300100	FUND BALANCE UNRESERVED	Fund Equity	32
32-00-415001	PILOT TC-PA 2020	Revenues	32
32-00-415002	PILOT TC-PA 2024	Revenues	32
32-00-415003	PILOT SF 2025	Revenues	32
32-32-590503	PILOT TC-PA 2024 To Residents	Expenditures	32
32-32-590504	PILOT SF 2025 To Residents	Expenditures	32

DETAILS		NOTES
▼ DETAIL INFORMATION		
TYPE	REFERENCE	AMOUNT
32-15002	PILOT TC-PA 2024 PAYMENTS	152,592.41
		Total: \$152,592.41
		1 of 1 items
		1 - 1 of 1 items

DETAILS		NOTES
▼ DETAIL INFORMATION		
TYPE	REFERENCE	AMOUNT
32-15001	PILOT TC-PA 2020 PAYMENTS	3,118.99
		Total: \$3,118.99
		1 of 1 items
		1 - 1 of 1 items

Taxing Jurisdiction	Payment
City of Clinton	\$16,030.24
Clinton School District	\$110,021.68
Henry County Senior Citizens Service Tax Board	\$1,136.61
Henry County Health Center	\$2,273.22
Fields Creek Special Road District	\$192.22
Fields Creek Road	\$8,487.71
Fields Creek Township	\$4,147.48
Henry County Public Library	\$4,557.93
Henry County	\$407.57
Missouri Director of Revenue	\$6,595.68
Missouri Department of Revenue	\$861.07



**PLANNING COMMISSION VOLUNTEER APPLICATION
ONLINE FORM SUBMITTAL**

Applicant Name: Don Turner

Ward: 4

Address: 1121 Watson Pkwy

Home Phone: 816-582-8282

Cell Phone: 816-582-8282

Email: djturner0@icloud.com

Contact Preference: Cell

Board/Commission Choice: Planning Commission

Reason to serve: I like helping out.

Application Date: June 12, 2026

(For office use only)

Date Received: _____

Date Distributed: _____

06/2026

Date Appointed: _____

Term Expires: _____

City Hall
105 East Ohio Street
Clinton, MO 64735

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

RESOLUTION NO. 06-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND MIDWEST CONSTRUCTION, LLC, FOR NUISANCE ABATEMENT.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Midwest Construction, LLC for the nuisance abatement at 114 W. Allen and 101 N. Kristine; and

WHEREAS, Midwest Construction, LLC, desires to provide such services; and

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

Section 1. The Agreement with Midwest Construction, LLC, for a cost not to exceed \$19,725.00, (Exhibit A) is hereby approved.

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

Read and passed this ____ day of _____, 2026.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

AGREEMENT FOR ABATEMENT OF NUISANCE

THIS AGREEMENT dated this 5th day of June, 2026 by and between the City of Clinton, (herein "City") and Midwest Construction LLC (herein "Contractor").

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

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City with labor and equipment to perform the work as specified in the Bid and Scope of Work submitted to the City. Contractor agrees to provide all such products and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:

1.1 **Scope of Services** – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract.

1.2 **Time for Completion** - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. All work contemplated to complete the project shall be completed no later than July 10, 2026.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices.

1.4 **Signatures** - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers.

1.5 Contract Documents - The Contract shall consist of the following documents, in this order of priority:

- A. REQUEST FOR BID
- B. BID RESPONSE
- C. AGREEMENT
- D. NOTICE OF AWARD
- E. NOTICE TO PROCEED
- F. ALL ADDENDA AND CHANGE ORDERS

2. Compensation - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City.

3. City Responsibilities - City agrees to furnish Contractor with all current and available information for the project. Contractor shall notify City of all information it may require from City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. Coordination of Work and Work Product - Contractor shall coordinate all work with the City's designated representative.

5. Protection of Work, Property and Persons - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The

Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 All Contractors entering into contracts for public works projects shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

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

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

5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

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

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the

project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

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

6.3 Personal Injury - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

6.4 Third Person Bodily Injury - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

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

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

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 Public Liability and Property Damage - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$517,306.00 per person and \$3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.7 Excavation or Underground Construction - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the

collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

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

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

7. Indemnification - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

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

8.1 The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

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

12. **Period of Services and Termination** – The period of performance under this agreement shall be completion no later than July 10, 2026. The City may and reserves the

right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. Prevailing Wage – NOT APPLICABLE

14. Liquidated Damages - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City one hundred dollars (\$100.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.

15. Governing Law - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

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

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

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

19. **Performance and Payment Bonds – NOT APPLICABLE**

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

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

CONTRACTOR:

CITY OF CLINTON:



BY: *Daniel Alberty*

TITLE: *owner*

DATE: *06/09/26*

Carla Moberly, Mayor

DATE: _____

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Daniel Alberty 06/09/26
Applicant Date

Daniel Alberty
Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo

* APPLICABLE ONLY IF BID IS IN EXCESS OF \$5,000.00

State of Missouri)
)SS.
County of _____)

My name is Daniel Alberty. I am an authorized agent of Midwest rebuilding
Construction LLC (Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the City. This
business does not knowingly employ any person that is an unauthorized alien in connection with the
services being provided. Documentation of participation in a federal work authorization program is
attached hereto.

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

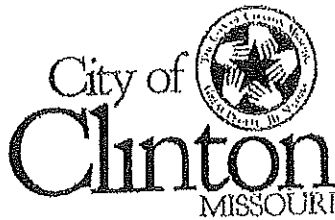
Dan Alberty 06/09/26
Affiant Date

Daniel Alberty
Printed Name

Subscribed and sworn to before me this 9th day of June, 2026.

Wendee Seaton
Notary Public

WENDEE SEATON
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Henry County
My Commission Expires: March 3, 2027
ID#19325759



CONTRACTOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Thursday, April 30, 2026, at 10:00 AM

Nuisance Abatement – 101 N. Kristine and 114 W. Allen

Scope of Work

- Load ALL junk, debris and trash into disposal containers provided by the City.
- Contractor must provide all labor and equipment necessary to complete project.
- The successful bidder must have/obtain a City of Clinton business license.

Bid Price – 101 N. Kristine \$ \$8,250.00

Bid Price – 114 W. Allen \$ \$11,475.00

TOTAL BID \$ \$19,725.00

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

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

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

SIGNATURE

Name/Company: Midwest Construction LLC.

Phone #: 660-492-4945

Email: midwestwac@gmail.com

Date: 04/17/2026

By: _____


(Authorized Representative)

RESOLUTION NO. 05-2026

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

WHEREAS, the City of Clinton wishes to enter into an Agreement with Capital Paving & Construction, LLC for the Price Lane Improvement Project; and

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

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

Section 1. The Agreement with Capital Paving & Construction, LLC, for a cost not to exceed \$273,006.58, (Exhibit A) is hereby approved.

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

Read and passed this ____ day of _____, 2026.

Carla Moberly, Mayor

ATTEST

Wendee Seaton, City Clerk

25026 Price Lane Mill & Overlay				Engineers Est.		Capital		Emery Sapp & Son's	
ITEM NO.	DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00
2	Temp Traffic Control	1	LS	\$ 22,500.00	\$ 22,500.00	\$ 5,200.00	\$ 5,200.00	\$ 7,400.00	\$ 7,400.00
3	Temp Erosion Control	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 2,600.00	\$ 2,600.00	\$ 4,600.00	\$ 4,600.00
4	Seeding	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 700.00	\$ 700.00	\$ 8,100.00	\$ 8,100.00
5	Removal of Improvments	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,250.00	\$ 12,250.00
6	Misc. Sign Relocations and Adjustments	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 7,450.00	\$ 7,450.00	\$ 12,250.00	\$ 12,250.00
7	Excavation	50	CY	\$ 25.00	\$ 1,250.00	\$ 80.00	\$ 4,000.00	\$ 210.00	\$ 10,500.00
8	Embankment	30	CY	\$ 30.00	\$ 900.00	\$ 200.00	\$ 6,000.00	\$ 21.00	\$ 630.00
9	Concrete Sidewalk	1,375	SF	\$ 12.50	\$ 17,187.50	\$ 13.82	\$ 19,002.50	\$ 16.00	\$ 22,000.00
10	Concrete ADA Ramps	340	SF	\$ 25.00	\$ 8,500.00	\$ 37.75	\$ 12,835.00	\$ 22.00	\$ 7,480.00
11	30-Inch Curb & Gutter	80	LF	\$ 50.00	\$ 4,000.00	\$ 106.25	\$ 8,500.00	\$ 95.00	\$ 7,600.00
12	2-Inch Mill	6,985	SY	\$ 7.00	\$ 48,895.00	\$ 4.00	\$ 27,940.00	\$ 3.10	\$ 21,653.50
13	2-Inch PG64-22 SP125C	780	TON	\$ 145.00	\$ 113,100.00	\$ 151.00	\$ 117,780.00	\$ 137.00	\$ 106,860.00
14	Type 5 Aggregate Base on Compacted Soil Subgrade	188	SY	\$ 22.00	\$ 4,136.00	\$ 31.91	\$ 5,999.08	\$ 10.00	\$ 1,880.00
15	Pavement Markings	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 19,000.00	\$ 9,950.00	\$ 9,950.00
TOTAL PROJECT COST				\$	308,968.50	\$	273,006.58	\$	278,153.50

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Clinton, Missouri (hereinafter referred to as the Owner) and Capital Paving & Construction LLC of Jefferson City, Missouri, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Price Lane Mill & Overlay

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the April 2026 "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this _____ day of _____, 20__.

City of Clinton, Missouri, acting by and through the Mayor

By _____
Mayor Carla Moberly

ATTEST: (SEAL)

Attest Person Title and Printed Name

Capital Paving and & Construction LLC

By _____
Authorized Contractor Signature

Printed Name and Title of Signatory

ATTEST: (SEAL)

Attest Person Title and Printed Name