



AGENDA

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes:
 - a. Approval or correction of the minutes of the City Council Meetings of June 16 and 23, 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. 305 N. Washington: Owner responded to City notice to secure property. Has since been broken into. Will contact owner to get a no-trespass order.
 - b. Nuisance abatement update: 114 W. Allen and 101 N. Kristine - Contractor has completed the work. Code Enforcement will monitor the sites.
 - c. CDBG Demolition Grant update: Application deadline is July 31. Public hearing will be on July 21. Resolution to Council on July 21.
 - d. FEME/SEMA county-wide meeting to discuss new flood plain maps: July 15th at 2:00 PM at Henry County Courthouse. Council Members are encouraged to attend.
 2. Parks & Recreation:
 - a. 1/8% sales tax issue to replace expiring 1/8% sales tax: Staff preparing informational material.
 - b. Summer Programs: Lots of rain-outs, now heat concerns.
 - c. Benson Center sound system: To be installed late July.
 3. Street Department:
 - a. TAP-2000(209) 2nd Street Sidewalk Extension Phase 1.
 - Award project: Koehn Building Systems submitted low bid of \$297,980. Recommend approval of Koehn bid of \$297,980.00. 3-0



- b. Countryside Drive Culvert Bids: Due at 11am, 6/29. No bids were received. Staff requests to re-bid with 4/1/2027 completion date. Recommend rebid project, as requested. 3-0
- c. Storm water drainage issue at 101/103 E. Jefferson: Recommend approval of CJW proposal for \$12,800 and for Street Department to engage services to CCTV the drainage line. 3-0.

Resolution No. 07-2026 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton (CITY) and CJW Transportation Consultants, LLC (CJW).

- d. Renewal of On-Call Transportation Engineer Master Service Agreement (MSA): Staff recommends that the Exceptions to Bidding Policy, Sec. 2-274 (a)(1)(d) be utilized to engage CJW Transportation Consultants for another MSA for one year, with the option to extend up to an additional four (4) years. During the last five (5) years, CJW has provided quality engineering, direction for securing cost savings for projects, and pro-bono work on a regular basis. PWC recommends that CJW be engaged for a new MSA, with 4 annual renewals, 3-0.

Resolution No. 08-2026 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton and CJW Transportation Consultants, LLC for engineering services.

4. Waste Water:

- a. Data Recovery / Archeological Project at WWTP: Proposals, received on 6/23, are being evaluated by City and USACE: Working with USACE to determine the acceptability of low bid. Following up on references.
- b. Trojan UV System Upgrade: Equipment is 12 years old, life expectancy of 20 years. Excellent records for maintenance. Consider evaluating at 15 years. Included on WW CIP.
- c. Lower-Level Pump 4 grout replacement and VFD upgrade: Work has been completed. New pad is larger and re-enforced. Will need to replace VFD. Getting Quotes
- d. West Aerator Basin: Repairing old aerator to keep West Basin functioning.
- e. WWTP upgrade: Close to emptying overflow basins. Can move forward with tilting weir. Garver is coordinating with Ross to get work back on schedule.

b. Public Safety Committee Report:

- 1. PD request for PT position in Investigations Unit
- 2. Blue Shield Grant

c. Finance Committee Report:

- 1. Reciprocal License Agreement for Clinton Regional Airport

Resolution No. 2026-09 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton (CITY) and Hitec Farms LLC (HITE).

- 2. Grant Funding for Construction of Clinton Regional Airport Terminal

Bill No. 2026-08 - An Ordinance of the City of Clinton regarding a grant agreement between the City of Clinton (CITY) and the Missouri Highways and Transportation Commission (COMMISSION) For the construction of an Airport Terminal Building.



9. Mayor's Report

- a. Mayor's appointment of Barbara Mosely for the Ward 2 City Council position to replace Greg Shannon with a term expiring April, 2028.

10. City Administrator's Report

11. Unfinished Business:

- a. Proposal to change LAGERS from L-12 to L-6

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 16, 2026 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, June 16, 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, Austin Jones, Gary Mount and Bill Thole

Absent: Brenda Elliott and Greg Shannon

Others Present:

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

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

4. **Approval of Minutes:** Council Person House made a motion to approve the minutes of the Open City Council Meetings of June 2 and 8, 2026. Council Person Mount duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

5. **Personal Appearances:**

- a. Sarah Goth, Executive Director of Main Street, spoke on the vacant building registry project for downtown businesses. Requested that the City join this project.
- b. David Johnson, of 313 N Washington, spoke on several issues: drug use in his neighborhood, abandoned houses being broken into and speeding traffic with no sign for children at play posted.
- c. Amanda Johnson commended the City for working hard to clean up the community.
- d. Mark Smith spoke on the condition of city streets.
- e. Gregg Smith spoke about the police response to a theft incident at his dealership. He congratulated officers Bobby Osman, Shane Lawson and Derrick Foreman for their fast response in finding the stolen items.

6. **Reports:** None.

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

8. **Committee Reports:**

- a. Public Works Committee Report:
 1. Community Development: For information only.
 - 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. Council requests to see this list.
- 2. Parks & Recreation
 - a. American Leak Detection Report: Major issues identified. Reviewing issues found in the testing. For information only.
 - 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.
COUNCIL: Council Person House made a motion to proceed with soliciting for bids. Council Person Hills duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.
 - 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
COUNCIL: Council Person House made a motion to approve the corrected invoice amount of \$189,870.63. Council Person Thole duly seconded the motion. Discussion was held on the invoice error. The other quotes were still higher. 5 Ayes; 1 Nay; 2 Absent. Mayor Carla Moberly declared the motion passed.
- 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. Council recommends a committee. A problem is the lack of contact info of the property owners. For information only.
- 5. Street Closure Request
 - a. Olde Glory Days Parade: Recommend approval, 3-0.
COUNCIL: Council Person House made a motion to approve the street closure request. Council Person Hills duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.
- 6. Reported a lifeguard saved a child's life this morning. Request to get more information and a plan to recognize the lifeguard.
- b. **Public Safety Committee Report: None.**



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 Council Persons House and Jones

1. Review Bank Specs to Bid Out: Discussion was held with some suggested changes to the bid specifications. For information only.
2. 2025-2026 Workers' Comp Insurance Audit: The audit reflects the minimum wage and rate increases. The City received a discount for have a low experience mod. The staff are doing a great job. For information only.
3. PILOT Revenue and Payments for TC/ProAmpac 2020 and 2022 Chapter 100 Bonds: The City has begun this program with the help of Raymond James and Gilmore & Bell. The 2025 PILOT tax revenue has been received and the tax jurisdiction payments have been sent out. The 2026 PILOT tax revenue will be received in December, 2026.

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. Council Person Henry made a motion to approve the re-appointment of Don Turner. Council Person Thole duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.
- b. Attended the Legislative Luncheon at the Chamber. There were many speakers. Very informative.
- c. Spoke to Joel Long and the Clinton Regional Airport. Some of the skydiver's in the deadly crash in Butler were former Clinton Hypersport members that were known to the airport.
- d. Letter of resignation received from Council Person Shannon. A Ward 2 council person will be appointed.

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

- a. Thursday is the bid opening for the Sidewalk TAP Grants. This will be an 80/20 grant.
- b. The application for a MO Dept. of Conservation tree grant was submitted. The City is requesting the maximum amount of \$25,000, which would require a \$25,000 local match. The application includes 31 trees with an estimated removal cost of \$51,000. There are 23 trees in the right of ways and 8 at Artesian Park.
- c. Met with Stoneridge Sewer District board of directors on June 15. The facility plan has been approved. Met with Garver on June 16. The due date for the next step is July 15. Grant approval will be announced in October.

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.

Council Person House made a motion to approve Resolution No. 06-2026. Council Person Jones duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.



b. Price Lane Mill and Fill Project Bids

- Award the project

Council Person Henry made a motion to approve the Capital Paving bid for \$278,153.50. Council Person Jones duly seconded the motion. Discussion was held on the timeline for completion being 45 days after Notice to Proceed, which will be issues after the Pre-Construction Meeting. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

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.

Council Person House made a motion to approve Resolution No. 05-2026. Council Person Jones duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

- c. Review City Administrator Position Profile and Brochure: Reviewed the brochure and discussed the salary range. Council Person House made a motion to approve the brochure with all changes. Council Person Hills duly seconded the motion. Discussion was held on salary range, advertisement options and changes to brochure text. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed. Council Person House made a motion to change "Salary Range" to read "Estimated Salary Range \$110,000 - \$150,000". Council Person Jones duly seconded the motion. 6 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

12. **New Business:** None.

13. **Adjournment:** With no further business, Council Person Henry made a motion to adjourn. Council Person Mount duly seconded the motion. 6 Ayes; 0 Nay; 2 Absent. At 7:14 pm, Mayor Carla Moberly declared the motion passed and adjourned the meeting.

City Clerk Wendee Seaton

Mayor Carla Moberly



OPEN CITY COUNCIL MEETING MINUTES

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

Tuesday, July 23, 2025 • 5:15 p.m.

The City Council of the City of Clinton, Missouri met Tuesday, June 23, 2025. Mayor Carla Moberly presided.

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

2. **Roll Call:**

Council Persons:

Present: Gene Henry, Roger House, Austin Jones, Bill Thole and Gary Mount

Absent: Brenda Elliott and Rob Hills

Others Present:

City Administrator Christy Maggi, City Clerk Wendee Seaton

3. **New Business:**

a. Olde Glory Days Liquor License Approvals. Council Person Jones made a motion to approved the requests. Council Person Thole duly seconded the motion. 5 Ayes; 0 Nays; 2 Absent. Mayor Carla Moberly declared the motion passed.

b. Storm Sirens: A new computer to run the siren program is needed at a cost of \$945. Discussion on keeping up to date on tech maintenance and updates for all City departments in the future. For information only.

c. Fiscal Year 2026/2027 Budget Work Session

Focus on broad budget concepts and items that affect all departments i.e. projected revenue, employee step-increases, COLA, insurance. Discuss departmental requests. Discussed these items and department requests. Requested to see the budget numbers with the proposed COLA amount at the July 17 budget meeting.

4. **Adjournment:** With no further business, Council Person Henry made a motion to adjourn. Council Person Thole duly seconded the motion. 5 Ayes; 0 Nays; 2 Absent. At 6:27 pm, Mayor Carla Moberly declared the motion passed and adjourned the meeting.

City Clerk Wendee Seaton

Mayor Carla Moberly



City of
Clinton
MISSOURI

OPEN PUBLIC WORKS COMMITTEE MEETING

City Hall – 105 E. Ohio Street

Tuesday, June 30, 2026 • 7:00 a.m.

COMMITTEE MEMBERS: ■ Roger House ■ Bill Thole ■ Rob Hills
STAFF: ■ Christy Maggi ■ TJ Williams ■ Brad Combs ■ Chuck Bailey
CONTRACT STAFF: ■ Jon Patriarca (AWR) □ Steve McKim (AWR)
GUESTS: ■ Dustin Sterling (AWR) □ Mayor Carla Moberly
 ■ Janet Luce' ■ Justin Osburn

1. Community Development:

- a. 305 N. Washington: Owner responded to City notice to secure property. Has since been broken into. Will contact owner to get a no-trespass order.
- b. Nuisance abatement update: 114 W. Allen and 101 N. Kristine - Contractor has completed the work. Code Enforcement will monitor the sites.
- c. CDBG Demolition Grant update: Application deadline is July 31. Public hearing will be on July 21. Resolution to Council on July 21.
- d. FEME/SEMA county-wide meeting to discuss new flood plain maps: July 15th at 2:00 PM at Henry County Courthouse. Council Members are encouraged to attend.

2. Parks & Recreation:

- a. 1/8% sales tax issue to replace expiring 1/8% sales tax: Staff preparing informational material.
- b. Summer Programs: Lots of rain-outs, now heat concerns.
- c. Benson Center sound system: To be installed late July.

3. Street Department:

- a. TAP-2000(209) 2nd Street Sidewalk Extension Phase 1.
 - Award project: Koehn Building Systems submitted low bid of \$297,980. Recommend approval of Koehn bid of \$297,980.00. 3-0
- b. Countryside Drive Culvert bids: Bids are due at 11 AM, 6/29. No bids were received. Staff requests to re-bid with 4/1/2027 completion date. Recommend rebid project, as requested. 3-0
- c. Storm water drainage issue – 101 and 103 E. Jefferson: Recommend approval of CJW proposal for \$12,800 and for Street Department to engage services to CCTV the drainage line. 3-0.

Resolution No. 07-2026 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton (CITY) and CJW Transportation Consultants, LLC (CJW).



- d. **Renewal of On-Call Transportation Engineer Master Service Agreement (MSA):** Staff recommends that the Exceptions to Bidding Policy, Sec. 2-274 (a)(1)(d) be utilized to engage CJW Transportation Consultants for another MSA for one year, with the option to extend up to an additional four (4) years. During the last five (5) years, CJW has provided quality engineering, direction for securing cost savings for projects, and pro-bono work on a regular basis. PWC recommends that CJW be engaged for a new MSA, with 4 annual renewals, 3-0.

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4. Waste Water:

- a. **Data Recovery / Archeological Project at WWTP:** Proposals, received on 6/23, are being evaluated by City and USACE: Working with USACE to determine the acceptability of low bid. Following up on references.
- b. **Trojan UV System Upgrade:** Equipment is 12 years old, life expectancy of 20 years. Excellent records for maintenance. Consider evaluating at 15 years. Included on WW CIP.
- c. **Lower-Level Pump 4 grout replacement and VFD upgrade:** Work has been completed. New pad is larger and re-enforced. Will need to replace VFD. Getting Quotes
- d. **West Aerator Basin:** Repairing old aerator to keep West Basin functioning.
- e. **WWTP upgrade:** Close to emptying overflow basins. Can move forward with tilting weir. Garver is coordinating with Ross to get work back on schedule.



U.S. Department of Homeland Security
FEMA Region 7
11224 Holmes Road
Kansas City, MO 64131

FEMA

June 24, 2026

The Honorable Carla Moberly, Mayor
City of Clinton
105 E. Ohio Street
Clinton, Missouri 64735

Dear Mayor Moberly:

This letter confirms that the Consultation Coordination Officer (CCO) meeting to discuss the revised flood hazard information for Henry County, Missouri will be held on Wednesday, July 15, 2026, from 2 p.m. to 4 p.m. at the Henry County Courthouse – Basement, 100 West Franklin Street, Clinton, Missouri 64735, and virtually via Microsoft Teams. Details on how to connect to the Microsoft Teams meeting are included in the enclosed agenda. The meeting will be recorded, and the Missouri State Emergency Management Agency (SEMA) will email the link to view the recording following the meeting.

On behalf of the Federal Emergency Management Agency (FEMA), SEMA will facilitate the CCO meeting to discuss the May 26, 2026, revisions to the Flood Insurance Study (FIS) and preliminary Flood Insurance Rate Maps (FIRMs), which were produced in a countywide format. Henry County and Incorporated Areas were selected for a Digital Flood Insurance Rate Map (DFIRM) mapping update in 2021 to develop new studies that more accurately portray the flood risk. SEMA performed revised enhanced and base hydrologic and hydraulic analyses, which were provided for community review at the Flood Risk Review meeting on March 23, 2023. The studies were mapped using the 2016 LiDAR data for the entire county. This accurate ground elevation dataset was acquired by the Missouri Spatial Data Information Service (MSDIS). Flood elevations shown in the revised FIS report and FIRMs are referenced to the North American Vertical Datum of 1988 (NAVD 88).

It is important that elected officials from your community attend the CCO meeting, as well as those responsible for your community's floodplain management regulations using flood hazard maps issued by the National Flood Insurance Program (NFIP). Prior to the meeting, I encourage you to review the revised preliminary FIRM, FIS documents, and my letter to you dated May 26, 2026, which outlined project timelines. If you have any comments, please be sure to provide them to Sydney Roberts, SEMA's Floodplain Engineering and Mapping Section Manager, during the CCO meeting or within the 30-day comment period following the CCO meeting. The purpose of the review period is to provide you with time to review and/or revise non-technical information (i.e., names of roads, bridges, streams, or development areas) that are within or adjacent to the Special Flood Hazard Area (SFHA) in your community. If your community is identified as requiring an appeal period, we will notify you by letter after the CCO

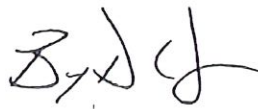
The Honorable Carla Moberly, Mayor
June 24, 2026
Page 2

meeting and provide you with information about the appeal process. Additional information concerning the appeal period will also be provided during the CCO meeting.

You may access the revised preliminary flood hazard data at the following website:
<https://hazards.fema.gov/femaportal/prelimdownload/>.

If you have any questions regarding the CCO meeting or if your community is not able to attend or connect to a virtual meeting, please contact Sydney Roberts of SEMA at (573) 526-9383 or Sydney.Roberts@sema.dps.mo.gov.

Sincerely,



Bryan D. Murdie, Chief
Risk Analysis Branch

Enclosure: Agenda

cc: **Chuck Bailey, Community Development/Building Inspector, City of Clinton**
Wendee Seaton, City Clerk, City of Clinton
Lauren Kirchhoff, State of Missouri NFIP Coordinator, SEMA
Amy Miller, Floodplain Management and Insurance Branch, FEMA Region 7



FEMA

Meeting:	Henry County, Missouri CCO Meeting
Date and Time:	Wednesday, July 15, 2026 – 2 pm to 4 pm
Place:	Henry County Courthouse – Basement 100 West Franklin Street, Clinton, MO 64735

CCO Meeting Agenda

Introductions

- SEMA, FEMA and WSP USA, Inc.
- Community Stakeholders
- NFIP Program overview

Preliminary Map Products Issued – May 26, 2026

- FIS, FIRM panels and RiskMAP Products
- How to read the new flood maps

Post Preliminary Processing Phases

- Publication in *Federal Register*
- 90 Day Appeal Period
- Letter of Final Determination (LFD) Letter
- 180 Day Map Adoption Period
- Joining the NFIP
- Map Change Scenarios
- Insurance Premiums
- How to view products via the world wide web (internet)
- Next Steps

Website to view Draft Data: <http://bit.ly/MOSEMAOutreach>

or on smart phone or tablet: [http://bit.ly/mobile MOSEMAOutreach](http://bit.ly/mobile_MOSEMAOutreach)



Christy Maggi

From: LPASubmit <LPASubmit@modot.mo.gov>
Sent: Wednesday, June 24, 2026 2:46 PM
To: Garrett Evans; Christy Maggi; jwynn.gocjw.com; Wendee Seaton
Cc: Zachary J. Young; Josh M. Dugan; LPASWGroup
Subject: Concurrence in Award for SW-TAP-2000(209)

MoDOT

Missouri Department of Transportation

Ed Hassinger, P.E., Director

06/24/2026

City of Clinton
Christy Maggi, City Administrator

Re: Concurrence in Award
TAP-2000(209)
2nd Street Sidewalk Extension Phase 1

Dear Christy Maggi, City Administrator,

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to Koehn Building Systems, with a low bid of \$297,980.00. MoDOT's Business Development and Compliance has approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 0%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)
Fully Executed Contract (including Contract Agreement, Performance/Contract Bond, and Contractor's Acknowledgement)
Insurance Certificate
Signed Worker Eligibility Verification Affidavit
Signed E-Verify Memorandum of Understanding (MOU)
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing MoDOT's Federal Project Bid Proposal Boilerplate)

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the

same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your MoDOT district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

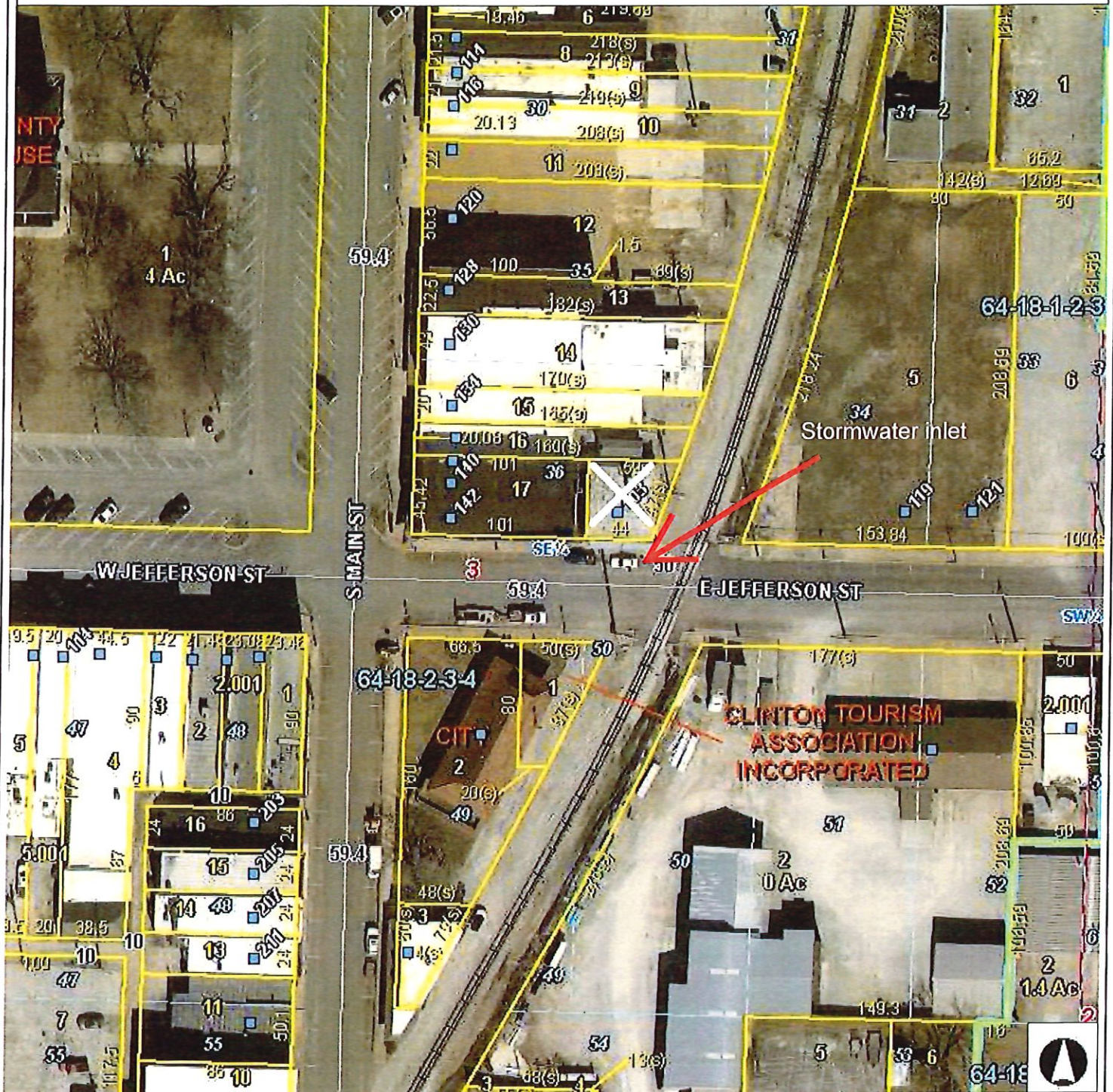
Handwritten signature of Ashley Buechter, P.E. in black ink.

Ashley Buechter, P.E.
Assistant State Design Engineer - LPA
(573) 526-6997

Bid Tab FEDERAL NO: TAP-2000(209)
SIDEWALK IMPROVEMENTS
2ND STREET SIDEWALK EXTENSION PHASE 1
CITY OF CLINTON

FEDERAL NO: TAP-2000(209)				Engineers Est.		Hunter and Chase		KOEHN		Ti-Zack		Westport Construction	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2022010	REMOVAL OF IMPROVEMENTS	LS	1	\$ 20,000.00	\$ 20,000.00	\$7,182.09	\$7,182.09	\$4,237.00	\$4,237.00	\$45,600.00	\$45,600.00	\$23,000.00	\$23,000.00
2035000	UNCLASSIFIED EXCAVATION	CY	30			\$50.37	\$1,511.10	\$309.00	\$9,270.00	\$91.20	\$2,736.00	\$92.00	\$2,760.00
2035500	EMBANKMENT IN PLACE	CY	60			\$52.17	\$3,130.20	\$159.00	\$9,540.00	\$60.80	\$3,648.00	\$69.00	\$4,140.00
2036000	COMPACTING EMBANKMENT	CY	30			\$53.89	\$1,616.70	\$142.00	\$4,260.00	\$30.40	\$912.00	\$37.50	\$1,725.00
3040504	TYPE 5 AGGREGAGE FOR BASE (4 IN. THICK)	SQYD	890	\$ 12.50	\$ 11,125.00	\$9.79	\$8,713.10	\$12.90	\$11,481.00	\$14.43	\$12,842.70	\$40.25	\$35,822.50
3040506	TYPE 5 AGGREGAGE FOR BASE (6 IN. THICK)	SQYD	107	\$ 18.00	\$ 1,926.00	\$10.70	\$1,144.90	\$151.00	\$16,157.00	\$13.92	\$1,489.44	\$48.30	\$5,168.10
4019905	OPTIONAL PAVEMENT	SQYD	84	\$ 125.00	\$ 10,500.00	\$103.82	\$8,720.88	\$47.00	\$3,948.00	\$190.71	\$16,019.64	\$299.00	\$25,116.00
5021108	CONCRETE PAVEMENT (8 IN. NON-REINF)	SQYD	23	\$ 200.00	\$ 4,600.00	\$105.33	\$2,422.59	\$583.00	\$13,409.00	\$190.71	\$4,386.33	\$747.50	\$17,192.50
6081010	CONCRETE CURB RAMP	SQYD	48	\$ 200.00	\$ 9,600.00	\$200.95	\$9,645.60	\$127.50	\$6,120.00	\$139.24	\$6,683.52	\$517.50	\$24,840.00
6081012	TRUNCATED DOMES	SOFT	144	\$ 45.00	\$ 6,480.00	\$39.67	\$5,712.48	\$31.00	\$4,464.00	\$73.50	\$10,584.00	\$63.25	\$9,108.00
6083006	6 IN. CONCRETE MEDIAN STRIP	SQYD	1	\$ 120.00	\$ 120.00	\$1,721.28	\$1,721.28	\$7,498.00	\$7,498.00	\$139.24	\$3,450.00	\$345.00	\$3,450.00
6084023	SIDEWALK HAND-RAILING	LF	50	\$ 200.00	\$ 10,000.00	\$148.26	\$7,413.00	\$117.70	\$5,885.00	\$330.00	\$16,500.00	\$336.50	\$17,825.00
6086004	CONCRETE SIDEWALK, 4IN.	SQYD	688	\$ 75.00	\$ 51,600.00	\$64.00	\$44,032.00	\$54.75	\$37,668.00	\$92.51	\$63,646.88	\$230.00	\$158,240.00
6091052	CURB AND GUTTER TYPE B	LF	397	\$ 52.00	\$ 20,644.00	\$33.20	\$13,180.40	\$14.00	\$5,558.00	\$61.15	\$24,276.55	\$86.25	\$34,241.25
6149902	SIDEWALK DRAINS	EA	12	\$ 3,000.00	\$ 36,000.00	\$2,828.02	\$33,936.24	\$941.50	\$11,298.00	\$2,230.83	\$26,769.96	\$2,300.00	\$27,600.00
6161005	CONSTRUCTION SIGNS	SF	210	\$ 12.00	\$ 2,520.00	\$7.41	\$1,556.10	\$10.00	\$2,100.00	\$9.35	\$1,963.50	\$40.25	\$8,452.50
6161025	CHANNELIZER (TRIM-LINE)	EA	120	\$ 25.00	\$ 3,000.00	\$19.06	\$2,287.20	\$18.80	\$2,256.00	\$17.60	\$2,112.00	\$40.25	\$4,830.00
6161040	FLASHING ARROW PANEL	EA	2	\$ 1,800.00	\$ 3,600.00	\$794.25	\$1,588.50	\$589.00	\$1,178.00	\$550.00	\$1,100.00	\$2,875.00	\$5,750.00
6161099	CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	EA	2	\$ 4,500.00	\$ 9,000.00	\$1,482.60	\$2,965.20	\$2,560.00	\$5,120.00	\$2,392.50	\$4,785.00	\$5,175.00	\$10,350.00
6181000	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$48,105.63	\$48,105.63	\$21,068.00	\$21,068.00	\$31,360.00	\$31,360.00	\$43,700.00	\$43,700.00
6123000A	TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	EA	2	\$ 4,500.00	\$ 9,000.00	\$2,647.50	\$5,295.00	\$6,473.00	\$12,946.00	\$1.10	\$2.20	\$18,400.00	\$36,800.00
6200012	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE	LF	60	\$ 18.00	\$ 1,080.00	\$12.71	\$762.60	\$29.40	\$1,764.00	\$24.20	\$1,452.00	\$23.00	\$1,380.00
6200015	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	LF	315.0	\$ 25.00	\$ 7,875.00	\$27.53	\$8,671.95	\$29.00	\$9,135.00	\$13.20	\$4,158.00	\$41.40	\$13,041.00
6200042A	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. X 36 IN., YIELD LINE TRIANGLE	EA	35.0	\$ 65.00	\$ 2,275.00	\$47.65	\$1,667.75	\$98.00	\$3,430.00	\$330.00	\$11,550.00	\$74.75	\$2,616.25
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 8,000.00	\$ 8,000.00	\$5,294.99	\$5,294.99	\$6,474.00	\$6,474.00	\$8,250.00	\$8,250.00	\$9,200.00	\$9,200.00
8025006	MULCHING	ACRE	0.3	\$ 2,000.00	\$ 600.00	\$2,585.13	\$775.54	\$4,000.00	\$1,200.00	\$13,750.00	\$4,125.00	\$1,380.00	\$1,380.00
8052000A	SEEDING - WARM SEASON GRASSES	ACRE	0.3	\$ 9,000.00	\$ 2,700.00	\$34,619.17	\$10,385.75	\$4,000.00	\$1,200.00	\$4,950.00	\$1,485.00	\$4,600.00	\$1,380.00
8061005	ROCK DITCH CHECK	LF	300	\$ 25.00	\$ 7,500.00	\$18.24	\$5,472.00	\$7.05	\$2,115.00	\$11.00	\$3,300.00	\$20.70	\$6,210.00
9020811	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	EA	4	\$ 800.00	\$ 3,200.00	\$1,127.83	\$4,511.32	\$1,253.50	\$5,014.00	\$1,171.50	\$4,686.00	\$2,300.00	\$9,200.00
9020833	SH-FLAT SHEET - SIGNAL SIGN	SF	4	\$ 80.00	\$ 320.00	\$28.44	\$113.76	\$31.75	\$127.00	\$29.54	\$118.16	\$46.00	\$184.00
9020834	SIGNAL SIGN, MOUNTING	EA	4	\$ 275.00	\$ 1,100.00	\$295.20	\$1,180.80	\$328.00	\$1,312.00	\$306.63	\$1,226.52	\$431.25	\$1,725.00
9022708	POST, SIGNAL 8 FT.	EA	4	\$ 2,400.00	\$ 9,600.00	\$1,869.13	\$7,476.52	\$2,077.50	\$8,310.00	\$1,941.50	\$7,766.00	\$2,300.00	\$9,200.00
9024921	ACCESSIBLE PEDESTRIAN SIGNAL	EA	4	\$ 1,300.00	\$ 5,200.00	\$1,149.01	\$4,596.04	\$1,277.00	\$5,108.00	\$1,193.50	\$4,774.00	\$1,725.00	\$6,900.00
9024944	DETECTOR, VEHICLE INDUCTION LOOP (2 CHANNEL - RACK MOUNTED)	EA	2	\$ 200.00	\$ 400.00	\$344.18	\$688.36	\$382.50	\$765.00	\$357.50	\$715.00	\$517.50	\$1,035.00
9025020	CONDUIT, 1 IN., LOOP DETECTOR WITH TRACER WIRE	LF	90	\$ 22.00	\$ 1,980.00	\$16.20	\$1,458.00	\$18.00	\$1,620.00	\$16.83	\$1,514.70	\$26.45	\$2,380.50
9025200	CONDUIT, 2 IN., TRENCH WITH TRACER WIRE	LF	60	\$ 25.00	\$ 1,500.00	\$24.36	\$1,461.60	\$27.00	\$1,620.00	\$25.30	\$1,518.00	\$37.95	\$2,277.00
9027300	CONDUIT, 3 IN., PUSHED WITH TRACER WIRE	LF	350	\$ 55.00	\$ 19,250.00	\$44.48	\$15,568.00	\$49.44	\$17,304.00	\$561.00	\$196,350.00	\$66.70	\$23,345.00
9028308	CABLE, 16 AWG 2 CONDUCTOR	LF	1,040	\$ 2.25	\$ 2,340.00	\$3.28	\$3,411.20	\$3.65	\$3,796.00	\$3.41	\$3,546.40	\$5.18	\$5,387.20
9028310	CABLE, 16 AWG 5 CONDUCTOR	LF	1,050	\$ 3.00	\$ 3,150.00	\$3.71	\$3,895.50	\$4.12	\$4,326.00	\$3.85	\$4,042.50	\$6.04	\$6,342.00
9029100	BASE, CONCRETE	CUYD	1.6	\$ 1,400.00	\$ 2,240.00	\$212.70	\$340.32	\$2,347.50	\$3,756.00	\$2,194.50	\$3,511.20	\$2,760.00	\$4,416.00
9031010	CONCRETE FOOTINGS, EMBEDDED	CUYD	0.8	\$ 2,750.00	\$ 2,200.00	\$471.25	\$377.00	\$1,765.00	\$1,412.00	\$1,650.00	\$1,320.00	\$3,450.00	\$2,760.00
9031280	2.5 IN. PSST POST - 12 GA.	LF	63	\$ 33.00	\$ 2,079.00	\$16.94	\$1,067.22	\$23.00	\$1,449.00	\$22.00	\$1,386.00	\$143.75	\$9,056.25
9031285	CONCRETE POST ANCHOR FOR 2.5 IN. PSST - 7 GA.	EA	7	\$ 365.00	\$ 2,555.00	\$219.21	\$1,534.47	\$297.00	\$2,079.00	\$275.00	\$1,925.00	\$517.50	\$3,622.50
9028500	CABLE, LOOP DETECTOR, IN DUCT	LF	1,250	\$ 7.00	\$ 8,750.00	\$9.37	\$11,712.50	\$10.40	\$13,000.00	\$9.74	\$12,175.00	\$14.38	\$17,975.00
9028510	CABLE, LOOP DETECTOR, LEAD IN	LF	1,110	\$ 2.25	\$ 2,497.50	\$3.76	\$4,173.60	\$4.20	\$4,662.00	\$3.91	\$4,340.10	\$6.90	\$7,659.00
9035004A	SH-FLAT SHEET	SF	67	\$ 35.00	\$ 2,345.00	\$37.06	\$2,483.02	\$23.00	\$1,541.00	\$22.00	\$1,474.00	\$172.50	\$11,557.50
TOTAL				\$	340,451.50	TOTAL	\$310,960.00	TOTAL	\$297,980.00	TOTAL	\$584,265.54	TOTAL	\$660,340.05

101 - 103 E. Jefferson



Legend

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

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

160.7 0 80.35 160. Feet

RESOLUTION NO. 07-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND CJW TRANSPORTATION CONSULTANTS, LLC (CJW).

WHEREAS, City wishes to enter into an Agreement with CJW for professional services for the E. Jefferson Drainage Analysis Project; and

WHEREAS, CJW is qualified to complete the project;

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

Section 1. The Agreement with CJW Transportation Consultants, LLC, not to exceed \$12,800.00 (Exhibit A), is hereby approved.

Section 2. The City Administrator 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

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

_____ (“Owner”)

And _____ CJW Transportation Consultants, LLC. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

_____ E Jefferson Drainage Analysis _____ (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

- | | |
|---------|--|
| Task 1. | Topographic Survey |
| Task 2. | Site Investigation/ Drainage Basin Delineation |
| Task 3. | Stormwater Analysis Report |

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend

to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER: CJW Transportation Consultants, LLC

By: _____

By: Christopher J. Wynn
Christopher Wynn, PE

Title: _____

Title: President

Date Signed: _____

Date Signed: 06/25/2026

Engineer License or Firm's
Certificate Number:

2022001667

State of: Missouri

Address for giving notices:

Address for giving notices:

5051 S. National Avenue, Suite 7A

Springfield, Missouri 65810



Trusted – Experienced – Client Focused

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

SCOPE OF SERVICES – JEFFERSON DRAINAGE ANALYSIS

TASK 1 – TOPOGRAPHIC SURVEY

Conduct a topographic survey of potential drainage areas contributing to localized flooding at East Jefferson.

TASK 2 – SITE INVESTIGATION / DRAINAGE BASIN DELINEATION

Delineate the precise drainage area contributing to the flooding. This delineation will be based on the topographic survey from Task 1

Perform an on-site investigation by the stormwater engineer and coordination with Public Works personnel.

TASK 3 – STORMWATER ANALYSIS REPORT

Perform a full analysis of the existing drainage infrastructure to identify the source(s) of the drainage deficiency and provide recommendations for remediation.

This proposal does not include video scoping of storm lines to determine subsurface locations and conditions, nor does it include design of the recommended remediation measures.

Sec. 2-274. Exceptions to bidding policy.

(a) Exceptions to the bidding policy shall be as follows:

- (1) *Contracts for professional services.* For the purpose of this section, professional services shall include architectural services, engineering services, land surveying, planning services, accounting services, real estate broker services, and legal services provided by an attorney.
 - a. Contracts for professional services shall be negotiated on the basis of demonstrated competence and qualifications for the type of service required and at fair and reasonable prices.
 - b. When a project requiring professional services is anticipated, the city council, or a committee of the city council, shall evaluate statements of qualifications and performance data of firms capable of performing the required service. The following criteria shall be used in evaluating the qualifications:
 1. The specialized experience and technical competence of the firm with respect to the type of services required.
 2. The capacity and capability of the firm to perform the work in question within the time limitations fixed for completion of the project.
 3. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.
 4. The firm's proximity to and familiarity with the area.
 - c. The city will meet with representatives of one or two of the firms best qualified, and attempt to negotiate a satisfactory contract. If there is a failing of accord, the city will undertake negotiations with other qualified firms.
 - d. Nothing in this section will prevent the city from negotiating directly with a firm that has provided the required services to the city within the past 12 months and said services were provided in a satisfactory manner and at fair and reasonable prices.

(Code 1984, § 2-369; Ord. No. 3407, § 1, 4-4-2000; Ord. No. 3501, § 1, 1-21-2003; Ord. No. 3962, § 12, 7-18-2017)

RESOLUTION NO. 08-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND CJW TRANSPORTATION CONSULTANTS, LLC FOR ENGINEERING SERVICES.

WHEREAS, the City of Clinton wishes to enter into an Agreement with CJW Transportation Consultants, LLC for on-call engineering services; and

WHEREAS, CJW Transportation Consultants, 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 CJW Transportation Consultants, LLC (Exhibit A), is hereby approved.

Section 2. The City Administrator 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

ENGINEER SERVICES AGREEMENT

THIS AGREEMENT dated this ____ day of July, 2026, by and between the City of Clinton, (herein "City") and CJW Transportation Consultants, LLC. (herein "Engineer").

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 Engineer shall provide the City professional services for the benefit of the City as set forth in specific Proposals and Scopes of Work submitted by Engineer and accepted by City, and the Engineer shall provide the City, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work outlined. Engineer agrees to provide all such 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. Engineer 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 or by any additional proposals provided to the Engineer by the City or City's representative, or a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Engineer work performed without a City approved written proposal for professional 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 Engineer, based upon City approved proposals submitted by the Engineer, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Engineer in writing. All proposals for work submitted by the Engineer to the City for work shall at a minimum contain the following:
 - 1.1 **Scope of Services:** Each proposal for services shall contain a detailed description of work to be performed by the Engineer. When the City provides the Engineer with a written and/or graphic request for proposal, the Engineer's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Engineer shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Engineer does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Engineer to provide optional services, the Engineer's proposal shall respond to the options requested, or provide reasons why the Engineer cannot provide or respond to the request for optional services.
 - 1.2 **Creation of Contract Documents:** Engineer shall not without the express written permission of the City draft and/or create any contract documents, except for technical specifications and plans, for any project that Engineer is assigned. Engineer shall not be compensated for any contract documents drafted or created which are in violation of this provision. In the event that Engineer is asked to draft and/or create contract documents by the City, then said contract documents must be in compliance with the City's then existing contract standards for public projects and no compensation shall be provided to Engineer for contract documents which fail to meet the City's standards.
 - 1.3 **Time for Completion:** Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Engineer under the proposal. When the City provides the Engineer with a written and/or graphic request for proposal, the Engineer's proposal shall be responsive to any request for estimated or maximum completion

times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. Engineer shall allow at least five weeks in its schedule for City to complete review of Engineer's work. Review shall be as follows: at 25% completion, one week, at 50% completion, two weeks and at 95% completion, three weeks.

1.4 **Compensation:** Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Engineer to provide work on an hourly fee plus expense basis, the Engineer's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.5 **Signatures:** Engineer proposals for services under this agreement shall be signed and dated by the Engineer or an authorized representative of the Engineer (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by the its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

2. **Compensation:** In consideration for the Engineer's provision of services under this agreement, the City agrees to compensate the Engineer for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Engineer, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Engineer's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for work already complete. City may retain five percent (5%) of any partial payment pending final completion of the contract services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to

withhold payments for unperformed work or work not performed on a timely basis in accordance with the Engineer's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Engineer. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Engineer's favor.

3. **City Responsibilities:** City agrees to furnish Engineer with all current and available information for each task or project assigned to Engineer, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder. Engineer shall notify City of all information it may require from City or other Engineers and Contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Engineer.
4. **Coordination of Work and Work Product:** Engineer shall coordinate all work with the City's designated representative for each task or project assigned to Engineer and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. Notwithstanding the Engineer's right to ownership under Section 17, all reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall also be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.
5. **Protection of Work, Property and Persons:** To the extent Engineer's work will require any field work, testing, sampling or otherwise, during any active construction or excavation activities, the requirements of this Section shall apply to Engineer's personnel on site. The Engineer will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Engineer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Engineer 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 Engineer will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Engineer will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection of its employees while said employees are providing on-site services under this Agreement. The Engineer will notify City of adjacent utilities when Engineer's work may affect them. The Engineer will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Engineer.
 - 5.2 All Engineers entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Engineer 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.

5.3 The Engineer 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 to the extent Engineer's employees are included in activities related to construction. Engineer 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 Engineer's field work would cause any activity by Engineer within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Engineer 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 Engineer, of any Subcontractor (meaning anyone, including but not limited to Engineers having a contract with Engineer or a subcontract for part of the services), of anyone directly or indirectly employed by Engineer or by any Subcontractor, or of anyone for whose acts the Engineer or its Subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **General Insurance Requirements:** Engineer shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Engineer's work, whether such execution be by the Engineer, 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 is not protected under the workmen's compensation statute, the Engineer shall 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 Engineer, 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 \$532,148.00 per person and \$3,547,658.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

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

The insurance shall cover the use of the above mentioned automobiles and trucks during the term of this Agreement. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Professional Liability:** Claims for damages resulting from errors or omissions of the Engineer or its employees in the amount of at least \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate.

- 6.7 **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 Engineer's services in the amount of at least \$532,148.00 per person and \$3,547,658.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

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.

7. **Indemnification:** Failure of Engineer 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 Engineer's obligations to maintain such insurance coverage and Engineer 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 Engineer, its agents or employees. Further, Engineer shall hold City harmless from any failure by Engineer 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 Engineer's proposal for services, the Engineer shall not delegate or subcontract any work to be performed by the Engineer 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 and Samples:** To the extent not otherwise transferred to the City's possession, Engineer agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Engineer agrees to either retain all test products or samples collected by or submitted to Engineer, or return same to the City as mutually agreed upon. In absence of agreement, Engineer shall not dispose of test samples or products without notice to or consent by the City or the City's representative.
10. **Additional Services:** No compensation shall be paid for any service rendered by the Engineer 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 Engineer prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Engineer 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, or their designee. 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, or their designee. In this regard, it is understood and agreed that the Engineer 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 their designee as specified in writing.

12. **Period of Services and Termination:** The period of performance under this agreement shall be as specified in the proposal. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Engineer written notice of termination. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Engineer shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Engineer 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 Engineer shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Engineer prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Engineer 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 Engineer. In the event of termination by the Engineer, 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:** Engineer 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. Engineer shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Engineer's failure, or failure of its employees, agents or Subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, 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.
15. **Nature of Relationship:** Engineer herein is an independent party and shall not act as an agent for the City, nor shall Engineer be deemed to be an employee of the City for any purposes whatsoever. The Engineer 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.
17. **Ownership of Plans and Documents:** Records. In addition to City's ownership rights under Section 4, the field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer. The Engineer shall also provide all electronic information on in a format acceptable to City. Any documents submitted in an AutoCAD or comparable format shall have Engineer's seal removed. City shall assume all liability for reuse of AutoCAD or comparably formatted documents other than by Engineer, or except as specifically authorized by Engineer.

The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other maps, records, or other materials available to the City from any other public agency or body. The Engineer shall have no liability for defects in the services attributable to the Engineer's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.

The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer.

18. **Conflict of Interest:** Engineer hereby covenants that at the time of the submission of any proposal and the execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest with the City. The Engineer further agrees that during the term of this Agreement neither the Engineer nor any of its employees shall acquire any other contractual relationships which create such a conflict. Engineer 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.

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

**CJW TRANSPORTATION
CONSULTANTS, LLC**

CITY OF CLINTON, MISSOURI

BY: Casper Jay Wynn, CEO/Owner

Christina A. Maggi, City Administrator

DATE: _____

DATE: _____

ATTEST:

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	Date	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:

County of _____)
)ss
State of _____)

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.

Date _____

Printed Name _____

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

Notary Public

CONFLICT OF INTEREST FORM

PROJECT: _____

RESPONSIBLE CITY EMPLOYEE: _____

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: _____

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton been involved in any of the following with the City of Clinton, its employees, elected officials or any responsible consultant identified above?

Yes No

Sale, purchase or exchange of property _____

Receiving or furnishing goods or services _____

Transfer or receipt of income, assets or funds _____

Maintenance of bank balances, book balances
or other accounts for benefit of another? _____

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton been indebted to the City, any employee of the City or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton has had with any employee of the City, its elected official or its responsible consultants in the last twenty-four months.

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton either to or from any employee, elected official or its responsible consultants in the last twenty-four months.

By executing this disclosure form, the undersigned personally, and on behalf of the proposing business entity verifies that the information contained herein is truthful and accurate and will remain truthful and accurate throughout all business transactions with the City of Clinton.

by: _____

Date: _____

STATE OF MISSOURI)
)SS.
COUNTY OF HENRY)

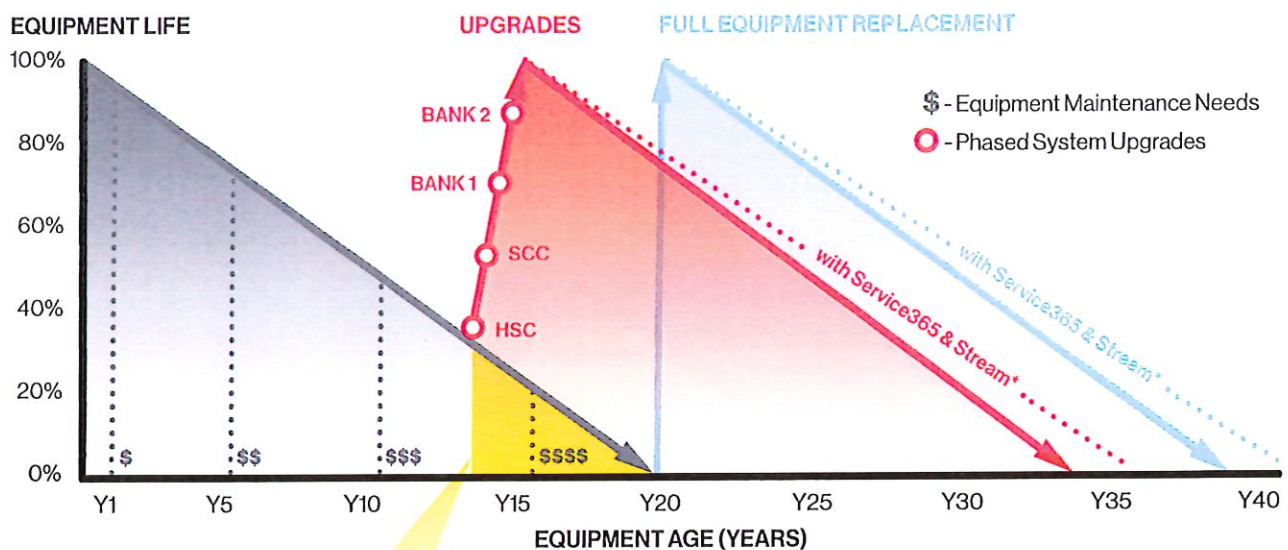
On this ____ day of _____, 20__, before me, appeared _____, to me personally known, who being duly sworn, did swear that the matters contained herein are true to his/her best knowledge and belief.

IN WITNESS WHEREOF, I have placed my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

Phased System Upgrades

Phased system upgrades are ideal for plants who own a Gen 2 TrojanUV3000Plus system (2007 model) that is nearing the end of its lifespan in the next 5 to 10 years. This approach offers a strategic alternative to a complete system replacement with gradual component upgrades to maintain system functionality, reduce the risk of failure and provide long-term cost savings.



Start gradually upgrading your system to avoid a period of high maintenance costs.

*Service365™: Multi-year preventative maintenance service-level agreements. Stream™: Remote monitoring digital platform

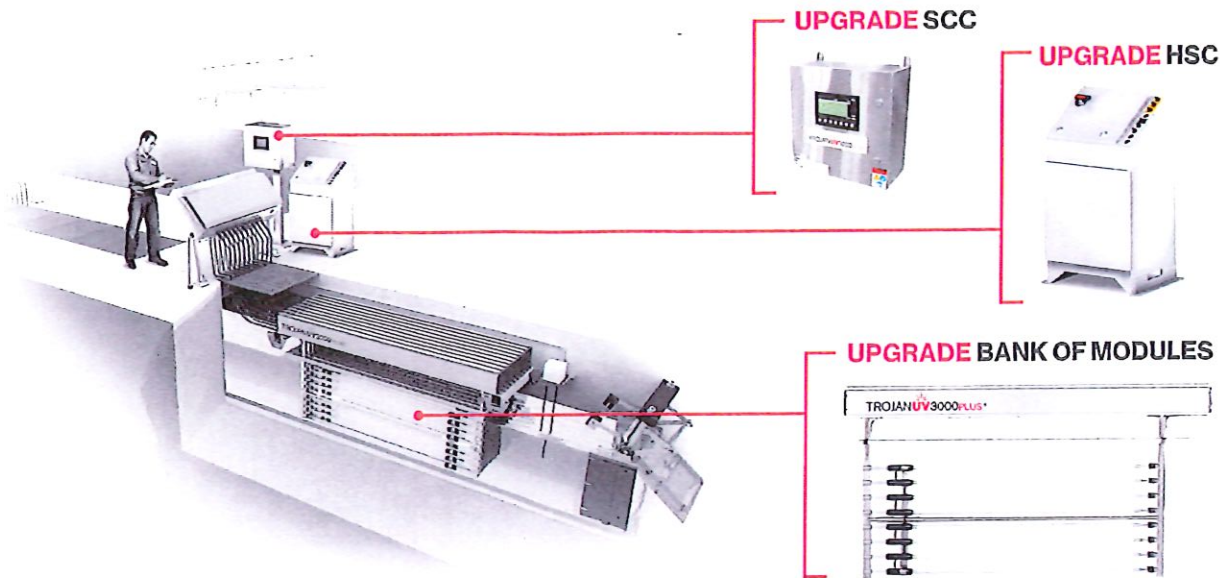
Benefits of a Phased Upgrade Approach

Technological Advancement: Avoid obsolescence, unplanned downtime, and higher maintenance costs by taking advantage of the latest technologies and parts that are available now and into the future.

Modernization without Disruption: Upgrade to a modern system equivalent to the latest release of the TrojanUV3000Plus (Gen 3, 2022 model), ensuring your system remains cutting-edge and efficient without the hassle of extensive civil works.

Budget-Friendly Installation: Schedule component upgrades over time and as your budget allows to extend the lifespan of your system and maximize your investment. These small investments in your system can result in long-term cost savings.

Maximizing Value with Strategic Upgrades



System Control Center (SCC)

Your System control center (SCC) monitors and controls all UV functions, serving as the central hub for real-time system operations. Electronic components have evolved quickly and many original components are gradually being discontinued by their manufacturers, so we have developed new solutions to support your continuous operations.



Upgrade Options:

- Enhance system monitoring, fault detection, and response capabilities, improving safety standards and reducing maintenance needs.
- Our latest standard offerings include a PLC (Allen-Bradley Compact Logix 5069-L320ER PLC) or Trojan-branded controllers (TouchSmart or TouchSmart Plus). You choose the option that best meets the needs of your facility and budget.
- Enabled with Stream, our digital network and toolbox that gives you access to the right information and support when and where you need it.

Hydraulic System Center (HSC)

The Hydraulic System Center (HSC) powers and controls the ActiClean® sleeve cleaning system to automatically remove fouling from quartz sleeves and allow the maximum amount of UV light to enter the water and reach target microorganisms. Certain components of older model HSC's have been discontinued due to technology advancements and evolving industry standards.



Upgrade Options

Depending on your existing HSC model, we have a full HSC replacement option or backplate replacement kits. These upgrades address component obsolescence and ensure optimal control over the cleaning system.

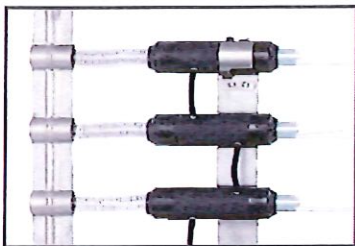
UV Modules

UV modules require periodic maintenance and replacement of components. When it comes time to replace these components, consider investing in a complete module upgrade as an alternative to reworking your existing modules. Costs are comparable and you save on labor as a module upgrade includes all new lamps, sleeves, seals, module cables, wiring, lamp drivers, and communication card housed in a factory assembled and tested unit complete with a new warranty.



Upgrade Includes:

New Integra™ Lamp Assembly: The same proven TrojanUV3000Plus lamp and sleeve, now pre-assembled and factory-sealed into a water-tight assembly that reduces the time and complexity of lamp maintenance. 100% recyclable; no disassembly required.



Improved ActiClean Sleeve Cleaning System: The canisters that hold the cleaning gel are now bigger and more robust, with the ability to hold double the amount of gel for fewer re-fills.

Start Planning, Stay Ahead

We're here to help. If you have questions about obsolete components or are ready to start planning your system upgrade, call us at **(800) 291-0851** to speak with your Regional Account Manager or visit us at **trojantechnologies.com**.

To learn more about the brands and affiliates of Trojan Technologies, please visit **www.trojantechnologies.com**



627 S Cottage St #205 Phone: 816-833-8109
Independence, MO 64050-4339 Fax: 816-833-8035

New Remit To Address:

DXP Enterprises, Inc.
PO Box 840511
Dallas, TX 75284-0511

713-996-4700

INVOICE

INVOICE	
55906068	
Invoice Date	Page
06/24/26	1 of 1
ORDER NUMBER	
15482506	

Bill To:

City of Clinton- Water Res
Alliance Water Resources
1101 Vasant
Clinton, MO 64735
US

Ship To:

City of Clinton- Water Res
Alliance Water Resources
1101 Vasant
Clinton, MO 64735
US

Customer ID: 547296

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
NEW JOB 6/11/26	Net 25	07/19/26	07/19/26	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
06/11/26	17381700	House Alliance Pump	SAVANNAH.THOMPSON

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		

Carrier: OUR TRUCK

Tracking #:

1.000	1.000	0.000	EA		(001) PUMP SERVICE LABOR KIT	EA	3,717.5000	3,717.50
				1.0	LABOR CONSISTING OF	1.0000		

Total Lines: 1

SUB-TOTAL: 3,717.50

TAX : 0.00

PACKAGING/HANDLING/DELIVERY, IN : 127.49

TRUCK CHARGE : 550.00

AMOUNT DUE: 4,394.99

USD

**** Pricing subject to change at time of shipment due to government imposed tariffs ****

Pioneering Solutions in Industrial Distribution Since 1908
ALL SALES SUBJECT TO TERMS AND CONDITIONS AT WWW.DXPE.COM/TERMS.HTML

ORIGINAL



DXP/Alliance Pump & Mechanical Service, Inc.
Service Trip Report

Customer: Clinton WWP

Job#: 15482506

Customer Contacts: Jon

Phone#: (660) 492-9672

Job Name: Grout Piping #4

Job Location: WWP

Date: 6-19-26

Service Tech.: _____

Total Travel Time: 3

Std. 3 x 2 O.T. _____ D.T. _____

Total Site Time: 6.5

Std. 6 x 2 O.T. .5 x 2 D.T. _____

Specific Action Required: Techs arrived on site, met with customer (Jon), and located pump #4. Techs set form boards and poured grout. Techs did not have enough material had to buy grout from ace.

6-22-26- Tech removed form boards & cleaned site. 1 hr on site 3hr drive time

Mfg. Pump: _____ Type: _____ Model: _____

Serial #: _____ Other Info: _____

Equipment Required: _____

Materials Required: _____

CUSTOMER OR EMPLOYEE SIGN OFF THAT JOB IS COMPLETE AND CAN BE INVOICED:

Print Name: _____ Signature: _____ Date: _____



JTP-26-06-01253 AWR Clinton WWTP Low Level VFD 204
Date: 06/16/2026

To: AWR Clinton WWTP
Project: AWR Clinton WWTP Low Level VFD 204
Attn: John
Valid for 30 days

Empire Electric Services & Technologies propose

Included in Proposal:

- Replace existing Robicon VFD with a new Allen-Bradley 753 series power flex, as well as supporting hardware, including programming, startup and VFD configuration documentation of new installation
- Replace conductors from MCC bucket to VFD cabinets current over current protection. (existing conductors are undersized)

Clarifications:

New VFD has factory stock. Lead time 2 weeks standard shipping Installation will be scheduled with customer once Empire receives equipment.

Not Included in this Proposal:

- Rock Excavation: The removal of any such material that cannot be broken and removed by ordinary excavation equipment.
- Startup of equipment furnished by others
- Off-loading storing or setting equipment furnished by others
- Cast in place concrete footings, equipment, or housekeeping pads
- Utility charges if applicable
- Overtime for After Work or Weekend Hours
- Painting or Touch-up
- Finish grading, Seeding, sodding, or landscaping
- MBE/WBE Participation
- Payment and Performance Bond (available on request)
- State Taxes (project specific tax exemption certificate required)

For the sum of: Twenty six thousand, three hundred and twenty five Dollars and 90/100 (\$26,325.90/100)

Thank you for allowing us the opportunity to participate in this project and for your favorable consideration of this proposal. Please call me with any questions or concerns.

Sincerely,
Jordan Parsons



627 South Cottage
Independence, MO 64050
PHONE: 816.833.8109

www.alliancepump.com

QUOTATION

NO.		06222026A	
QUOTE DATE		6/26/2026	
SALESMAN		Charlie	
DIRECT PHONE #		816-489-0935	
E-MAIL ADDRESS		cjohnson@alliancepump.com	

ACCT. NO.	CUSTOMER
	Clinton Wastewater
TAX STATUS	RFQ NO. / JOB NAME
EXEMPT	VFD Replacement

CONTACT	John
PHONE #	
CELL #	
E-MAIL ADDRESS	

BILL TO ADDRESS:	SHIP TO ADDRESS:	PAYMENT TERMS	
Clinton Wastewater		NET 30 DAYS	
		FREIGHT TERMS	
		FOB POINT	FACTORY
		INCOMING	PREPAY & ADD
		OUTGOING	PREPAY & ADD
		SHIP METHOD	BEST WAY GROUND

WE ARE PLEASED TO PROVIDE YOU WITH OUR QUOTATION AS FOLLOWS:

LEADTIME	DESCRIPTION	QTY	PRICE EA	EXT
	Replace lift station VFD with new Weg CFW 900 VFD			
	WEG CFW900DO124T4N82OY2B 460V, 124 AMP	1	\$7,841.00	\$7,841.00
	Remote Keypad mount and cable	1	\$106.00	\$106.00
	Misc Hardware	1	\$334.00	\$334.00
	Labor to install	1	\$4,205.00	\$4,205.00
	Service Truck 2 round trips	2	\$275.00	\$550.00
	Alliance Pump, a DXP Company Terms & Conditions apply. View at DXPE.com			

TOTAL SELL PRICE	\$13,036.00
-------------------------	--------------------

EXCLUDES FREIGHT AND ANY APPLICABLE TAXES



TERMS AND CONDITIONS

Notes and Exceptions:

1. Prices contained herein for items are firm for 30 days from date of quote (unless otherwise noted).
2. Freight FOB DXP or manufacturer's factory (unless otherwise noted).
3. Items quoted are subject to prior sale.
4. Field start-up, installation or supervision not included (unless otherwise noted).
5. Only the equipment as described within this quote will be provided in conjunction with the rate quoted herein.
6. Above equipment standard construction and paint (unless otherwise noted).
7. Other terms and conditions may apply to certain jobs and Progress Payments may be required at time of purchase order.
8. Purchase order for above equipment is subject to acceptance by an officer of DXP Enterprises.

All sales to terms and conditions at <http://www.dxpe.com/terms.html>

These Terms and Conditions govern all transactions between DXP Enterprises Inc., and the customer requesting credit terms. Exceptions to these terms are only granted in the event that a contractual agreement is signed by both parties which clearly stipulates that such agreement supersedes the terms set forth, or in the case that the original invoice states terms which differ than those terms listed below.

DXP Enterprises, Inc. prefers written purchase orders for all orders. If this cannot be provided, please sign and date the attached quote and return. By signing this quote request customer agrees to the above-mentioned Terms and Conditions.

Company Name

Authorized Buyer (Signature)

Authorized Buyer (Printed Name)

Date



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Wednesday, March 11, 2026

Clinton MO, City of - WW
1101 S VAN RANT ROAD
CLINTON , MO 64735

Subject: 40HP Aerator Motor Repair
Quotation #: SEQT-256550TWIL
Please refer to this number when ordering

Nidec:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Trever Wilson

Trever Wilson

Service Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski

Sales Engineer
JCI Industries, Inc.
816-803-9607



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Wednesday, March 11, 2026

Quote #: SEQT-256550TWIL

Item	Description	Qty	Unit Price
1.00	Scope of Aerator Motor Repair Findings upon disassembly and inspection - Passed stator windings to ground insulation test (Megger test) - Passed electrical insulation stress test (HiPot test) - Passed winding integrity test (Surge test) - Junction box and leads are in good condition - Drive end and non-drive end bearing journal outer diameter measured within allowable tolerance range - Drive end and non-drive end bearing housing inner diameter measured within allowable tolerance range - Grease zerks are damaged and need replacement - Shaft seals are worn and need replacement - Bearings found to be over greased - Unit arrived with water in the stator - Dirt and contamination found in grease and bearings - Chunk of metal found embedded in shaft - Lip seal is worn and needs replacement - Shaft slightly out of alignment at the drive end Work To Be Completed Finish cleaning all parts being reused for repair Replace the Following Purchased Parts: - Bearings - V-Slinger - Lip Seal - Grease Zerks Machine Work: - Straighten DE shaft - Balance rotor with half key at ISO 1940 G2.5 for 1200 rpm Finish cleaning all components being re-used for repair Assemble unit to completion Test run and document readings Coat with gray industrial enamel paint Perform a final inspection of the completed unit Prepare unit for shipping	1	\$4,537.00

Total \$4,537.00

Terms & Conditions	
Lead Time 2-3 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Salesman Delivery	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Thank you for the opportunity to present this quote! Due to the ongoing uncertainty surrounding tariffs, supply chain volatility, and other market conditions beyond our control, all pricing is subject to change without notice. Final pricing will be determined at the time of acknowledgement. We appreciate your understanding in this dynamic environment.



City of
Clinton
MISSOURI

PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA

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

Tuesday, July 7, 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: _____

1. PD request for PT position in Investigations Unit
2. Blue Shield Grant



POLICE

CLINTON, MISSOURI

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

MEMORANDUM

TO: Members of the Public Safety Committee

FROM: Paul Abbott, Deputy Chief of Operations

DATE: June 30, 2026

SUBJECT: Operational Staffing Strategy and Fiscal Year Budget Adjustment (Investigations Unit)

Dear Committee Members,

The purpose of this memorandum is to brief the Committee on an upcoming strategic staffing adjustment within the Operations Division, ahead of the scheduled July 7, 2026, committee meeting.

Current Vacancy & Staffing Challenge

Following the recent resignation of Sergeant Huffman, the Investigations Unit carries a vacant, full-time personnel slot. Filling this position through standard recruitment presents operational challenges, particularly due to the ongoing need for highly specialized skills. Specifically, the department requires deep expertise in advanced crime scene evidence recognition, development, collection, and forensic photography. Because the department previously funded this extensive training, replacing these technical capabilities in the open labor market is both difficult and cost-prohibitive.

Proposed Personnel Solution

Former CPD Investigator David Swartz has approached agency leadership regarding a return to service. Detective Swartz brings 34 years of law enforcement experience, possesses the exact forensic certifications required, and has continued supporting the department on high-profile incidents as a Reserve Officer since his initial retirement.

To comply with statutory LAGERS retirement frameworks, Detective Swartz will be utilized on a part-time, reserve basis. His employment structure will be strictly managed under the following parameters:

- **Compensation Rate:** Restricted to current Reserve Officer wages of \$23.69 per hour.
- **Earning Cap:** Structurally limited to remain under the \$24,000 annual statutory threshold.
- **Hours of Operation:** Capped at approximately 38 hours per pay period (averaging 19 hours per week).
- **Fringe Benefit Savings:** As a part-time position, this allocation negates all standard full-time expenditures for municipal health insurance, retirement contributions, and accrued paid leave.

Departmental & Fiscal Benefits

This temporary appointment yields several distinct advantages for the city:



POLICE

CLINTON, MISSOURI

101 E. OHIO ST.
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PHONE: (660) 885-2679
FAX: (660) 885-7096

1. **Knowledge Transfer:** Detective Swartz will directly assist in training and mentoring his eventual full-time replacement, restoring vital investigative capabilities immediately.
2. **Short-Term Fiscal Relief:** Freezing the vacant full-time investigator position creates immediate budget mitigation, allowing the city to evaluate final year-end sales tax revenues and budget closures from a stabilized fiscal position.
3. **Strategic Reallocation Assessment:** This operational runway grants leadership the necessary time to analyze long-term municipal data. Future evaluations may indicate that this full-time allocation is more urgently needed in traffic enforcement or code enforcement rather than a traditional investigative role.

Budgetary Impact

To facilitate this strategy, the proposed budget for the upcoming fiscal year will reflect a structural modification. The **Reserve Officer Salary** line item will increase from \$1,000 to \$25,000. Please note that this increase is entirely offset by the substantial, realized savings generated by freezing the full-time investigator slot.

Thank you for your time, consideration, and continued partnership in support of public safety operations. Please feel free to reach out directly should you require further data prior to our upcoming meeting.

Respectfully submitted,

Paul Abbott
Deputy Chief of Operations
Clinton Police Department



City of
Clinton
MISSOURI

FINANCE COMMITTEE OPEN MEETING AGENDA

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

Tuesday, July 7, 2026 • 5:30 p.m.

Present:

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

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

GUESTS: _____

1. Reciprocal License Agreement for Clinton Regional Airport

Resolution No. 2026-08 - A Resolution of the City Council of Clinton, Missouri approving an agreement between the City of Clinton (CITY) and Hitec Farms LLC (HITE).

2. Grant Funding for Construction of Clinton Regional Airport Terminal

Bill No. 2026-08 - An Ordinance of the City of Clinton regarding a grant agreement between the City of Clinton (CITY) and the Missouri Highways and Transportation Commission (COMMISSION) For the construction of an Airport Terminal Building.

RESOLUTION NO. 09-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND HITEC FARMS LLC (HITE).

WHEREAS, City wishes to enter into an Agreement with Hite to grant a license for access across a portion of Clinton Regional Airport property; and

WHEREAS, Hite wishes to enter into an Agreement with City to grant a license for use of a portion of Hite property for FAA equipment; and

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

Section 1. The Agreement with HITEC Farms 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

RECIPROCAL LICENSE

THIS RECIPROCAL LICENSE AGREEMENT (the "**Agreement**") is made as of the ____ day of May, 2026, by and between HITEC FARMS LLC, a Missouri limited liability company ("**Hite**"), and CITY OF CLINTON, a municipal corporation ("**City**"). Hite and City are each a "**Party**" and collectively the "**Parties**."

RECITALS:

WHEREAS, Hite is the owner of certain real property situated in Henry County, Missouri, as shown on Exhibit "A" attached hereto and incorporated by reference herein (the "**Hite Property**");

WHEREAS, City is the owner of certain property situated in Henry County, Missouri that is adjacent to the Hite Property, as shown on Exhibit "B" attached hereto and incorporated by reference herein (the "**City Property**"); and

WHEREAS, City has agreed to allow airport equipment and certain other improvements to be located on a portion of the Hite Property (the "**Facilities Area**"); and

WHEREAS, Hite desires access to the City Property for the limited purpose of a cross country running course more particularly described herein; and

WHEREAS, the Parties desire to grant to each other non-exclusive licenses for both pedestrian and vehicular access and other purposes, subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and the mutual benefits to be realized by the Parties hereto, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The above Recitals are true and correct and are hereby incorporated herein by reference.
2. **Grant of License by Hite.**

Hite hereby grants to City a non-exclusive license (the "**Hite License**") on, over, and across that portion of the Hite Property where airport related equipment and any related improvements are located (the "**Facilities Area**"), as shown on Exhibit "C" attached hereto and incorporated by reference herein, for the purpose of accessing, operating, inspecting, repairing, replacing, observing, using and maintaining such equipment and improvements, together with related pedestrian and vehicular ingress and egress over and across the Hite Property as reasonably necessary to access the Facilities Area from the public rights-of-way abutting the Hite Property, by City and by its tenants and their respective employees, contractors, agents, invitees, guests, customers, and/or sublicensees/permittees (as applicable). The Hite License is a contractual permission and does not convey any estate or interest in real property. The Hite License rights are subject to the provisions contained in this Agreement.

3. **Grant of License by City.**

City hereby grants to Hite a non-exclusive license (the "**City License**") on, over, and across the City Property, as shown on Exhibit "D" attached hereto and incorporated by reference herein, for the purpose of designing, constructing, improving, using, and maintaining a cross country running course over and across the City Property, and including the use of vehicles and other farm/construction equipment reasonably necessary for such work by Hite and its tenants and their respective employees, contractors, agents, invitees, guests, customers, and sublicensees/permittees (as applicable). The City License is a contractual permission and does not convey any estate or interest in real property. The City License rights are subject to the provisions contained in this Agreement and any reasonable written rules, safety requirements, and operational directives issued by City or the airport operator.

approval, consent, or release is required for the City License or any aspect of Hite's contemplated use, then Hite's rights under the City License shall be conditioned upon obtaining such FAA action, and the City License may be suspended or terminated (as to the affected portion) if such FAA action is denied, withdrawn, or made subject to conditions that are not feasible for the Parties to implement. Hite shall reasonably cooperate with City in connection with any FAA or other governmental review, including by providing plans, descriptions, and schedules, and by executing such reasonable instruments and acknowledgements as City may request to document the limited, subordinate nature of the City License for airport compliance purposes. Hite shall comply with all airport rules, safety and security requirements, and operational directives issued by City or the airport operator. Except for (i) course equipment, fences, signs, or any other improvements on the City Property that extend above grade in a manner that could create an airspace/operational concern, or (ii) any activity that could reasonably require notice to the FAA under 14 C.F.R. Part 77 (including via FAA Form 7460-1 or any successor process), Hite's grading, mowing, and other ordinary course-construction and maintenance work on the City Property shall not require City's prior written approval. For work described in clauses (i) and (ii), Hite shall provide City reasonable advance written notice and shall not proceed unless and until City confirms in writing that the work may proceed subject to any reasonable safety/operational conditions or any other FAA requirements.

- c. **Permissive Use; No Dedication; No Prescriptive Rights.** The licenses granted under this Agreement are permissive and revocable contractual rights only. No use by either Party (or by any invitee, guest, customer, participant, or other third party) shall be deemed to constitute a dedication to the public, nor shall any such use create or support any easement by implication, necessity, prescription, or otherwise. Each Party retains title to, and exclusive control over, its respective parcel, subject only to the limited license rights expressly stated in this Agreement.

5. **Maintenance and Fencing.**

- a. **Upkeep.** Each Party agrees, at its own cost and expense, to keep and maintain the licensed areas on the other Party's Parcel in a good, safe and clean condition, including the removal of any trash.
- b. **Fencing Removal.** Hite may remove the wire fence and fenceposts that run along the boundary of the City Property and the land owned by Hite, provided that upon 90 days written notice to Hite by the City, Hite must replace such fence with a like kind fence in a manner acceptable to the City, and any costs of such fence replacement shall be exclusively borne by Hite.

6. **Indemnification and Insurance Obligations.**

- a. **Insurance Obligations.** At all times thereafter during the term of this Agreement, each Party shall maintain comprehensive general liability and property damage insurance in the amount of at least \$517,306 per person and \$3,448,710 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo. City agrees to name Hite as an additional insured and protecting Hite against any and all claims for injuries (including death) to persons and/or damages to property occurring in, upon or about the portions of the License Areas located on City's Parcel.
- b. **Indemnification.** Each Party having rights with respect to an License granted under this Agreement shall indemnify, defend and hold harmless the other Party from and against all claims, actions, proceedings, costs, losses, damages, expenses and liability (including reasonable attorney's fees and cost of suit) incurred as a result of the injury or death to any

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner and form sufficient to bind them on the day and year first above written.

HITEC FARMS LLC, a Missouri limited liability company

By: _____

Name: _____

Title: _____

CITY OF CLINTON, a municipal corporation

By: _____

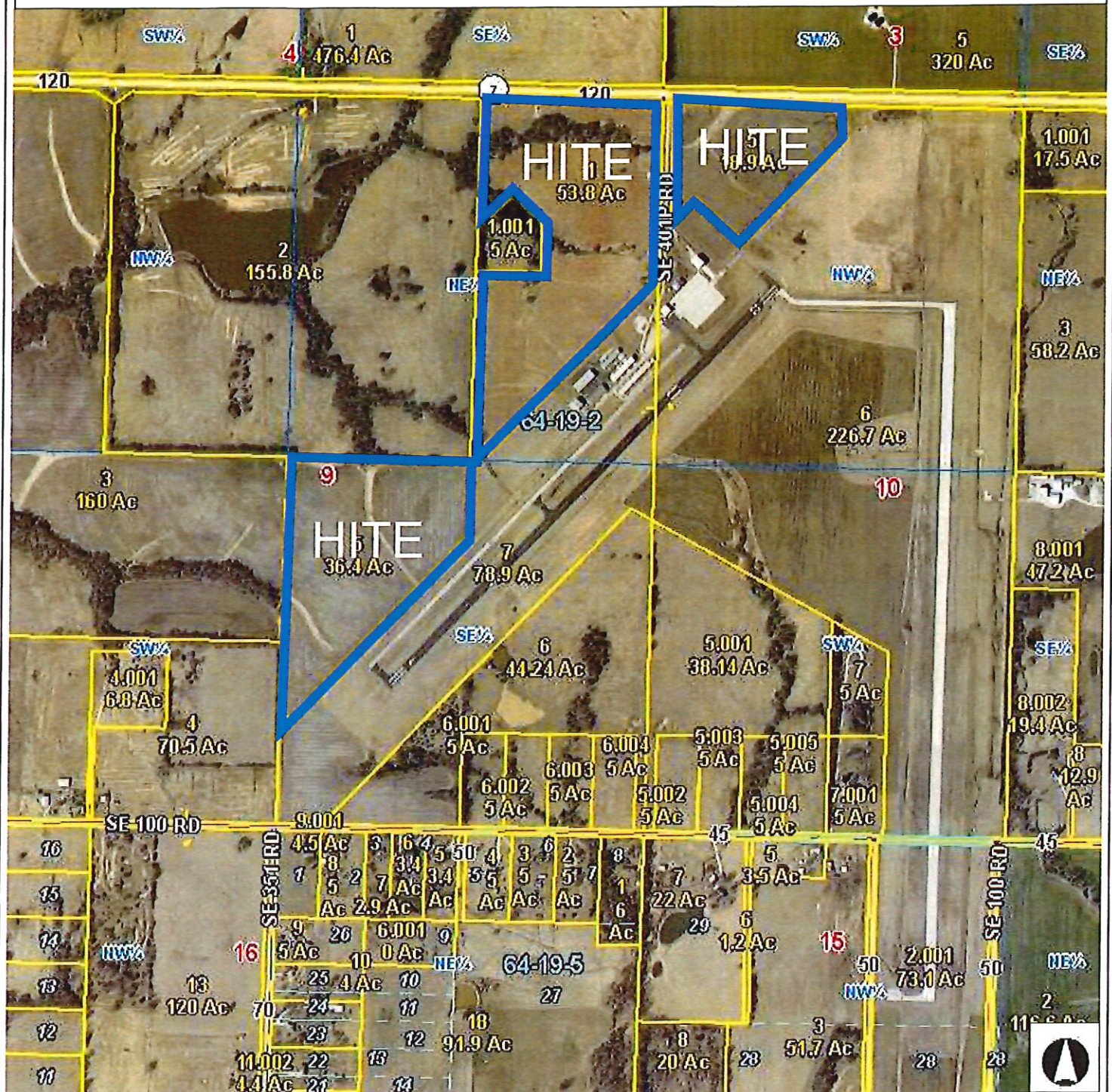
Name: Carla Moberly

Title: Mayor

EXHIBIT "B"

Description of the City Property

Hite Property (Exhibit A)



Legend

- Road Centerline
- <all other values>
- STATE LETTERED HIGHWAY
- STATE NUMBERED HIGHWAY
- Parcel
- Parcel Number/Acres
- Land Hook
- Right of Way
- Corporate Limit Line
- Surrounding Counties
- Qtr Section
- County Boundary
- Map Index
- Katv Trail

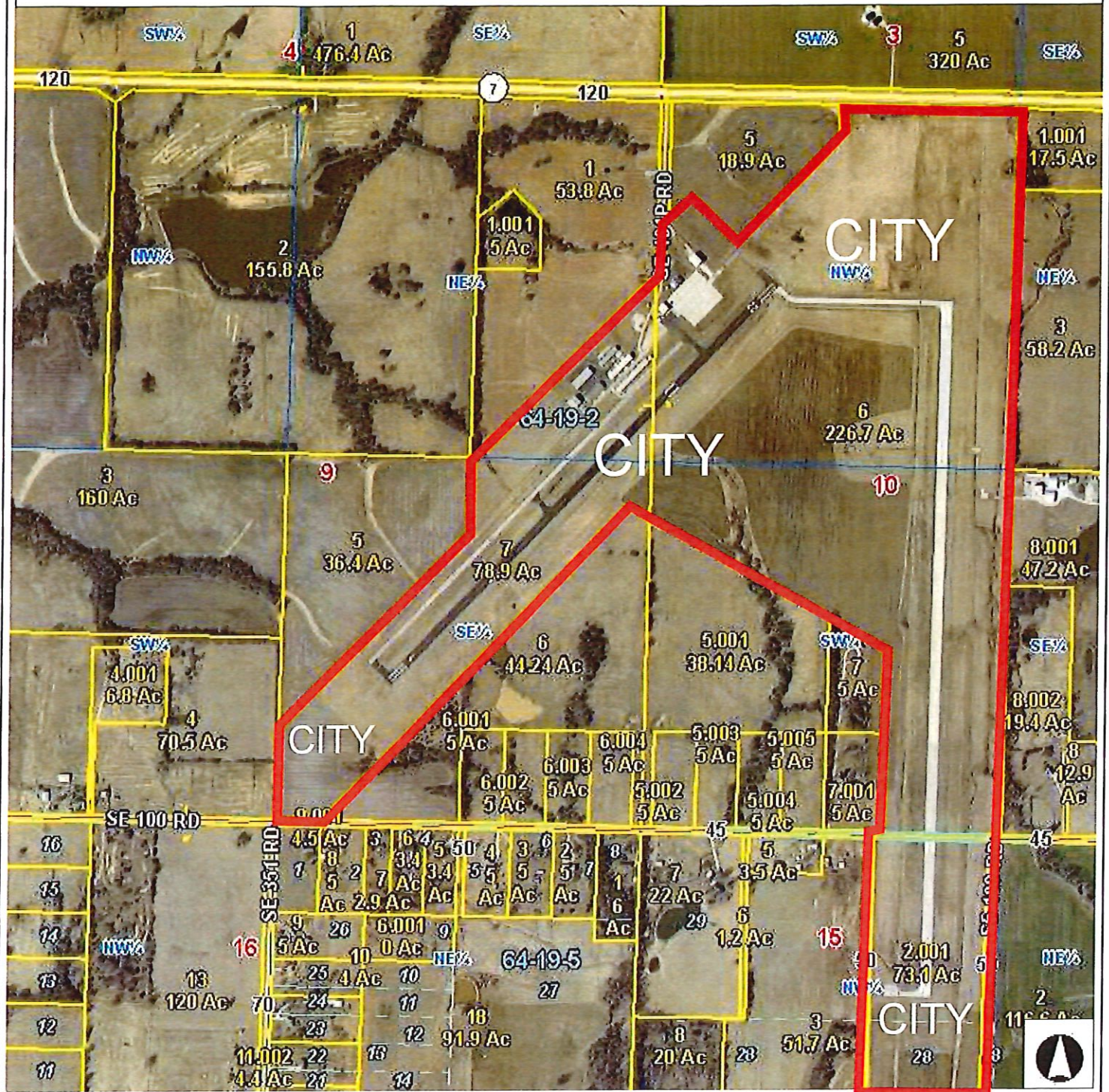
Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

2,008.8 0 1,004.38 2008.75178970944 Feet

City Property (Exhibit B)



Legend

- Road Centerline
- <all other values>
- STATE LETTERED HIGHWAY
- STATE NUMBERED HIGHWAY
- Parcel
- Parcel Number/Acres
- Land Hook

- Right of Way
- Corporate Limit Line
- Surrounding Counties
- Qtr Section
- County Boundary
- Map Index
- Katv Trail

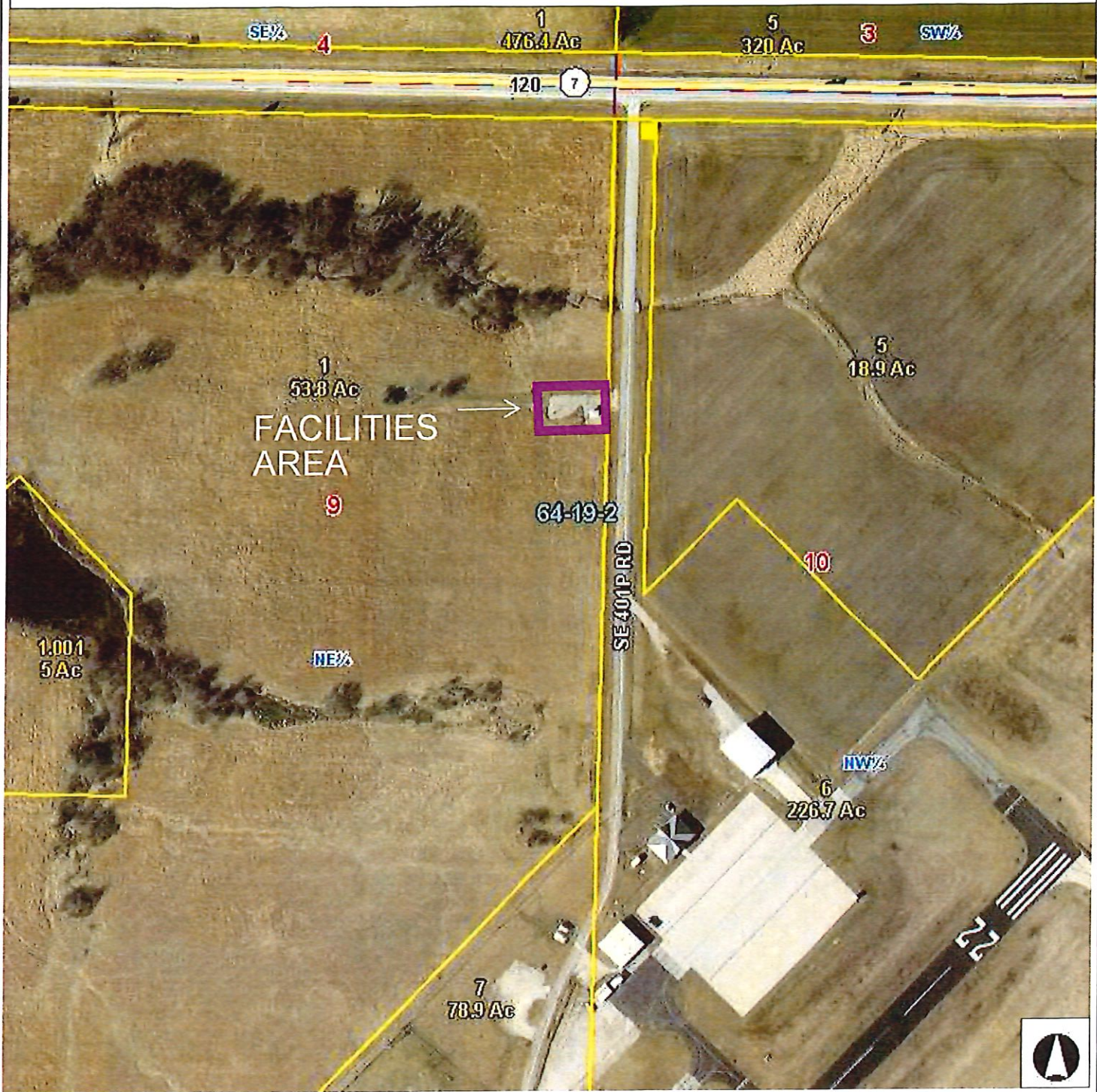
Notes

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

2,008.8 0 1,004.38 2008.
75176970944
Feet

Facilities Area (Exhibit C)



Legend

- | | |
|------------------------|----------------------|
| Road Centerline | Lot |
| — <all other values> | Tract |
| STATE LETTERED HIGHWAY | Right of Way |
| STATE NUMBERED HIGHWAY | Corporate Limit Line |
| BLL | Surrounding Counties |
| Parcel | Qtr Section |
| Parcel Number/Acres | County Boundary |

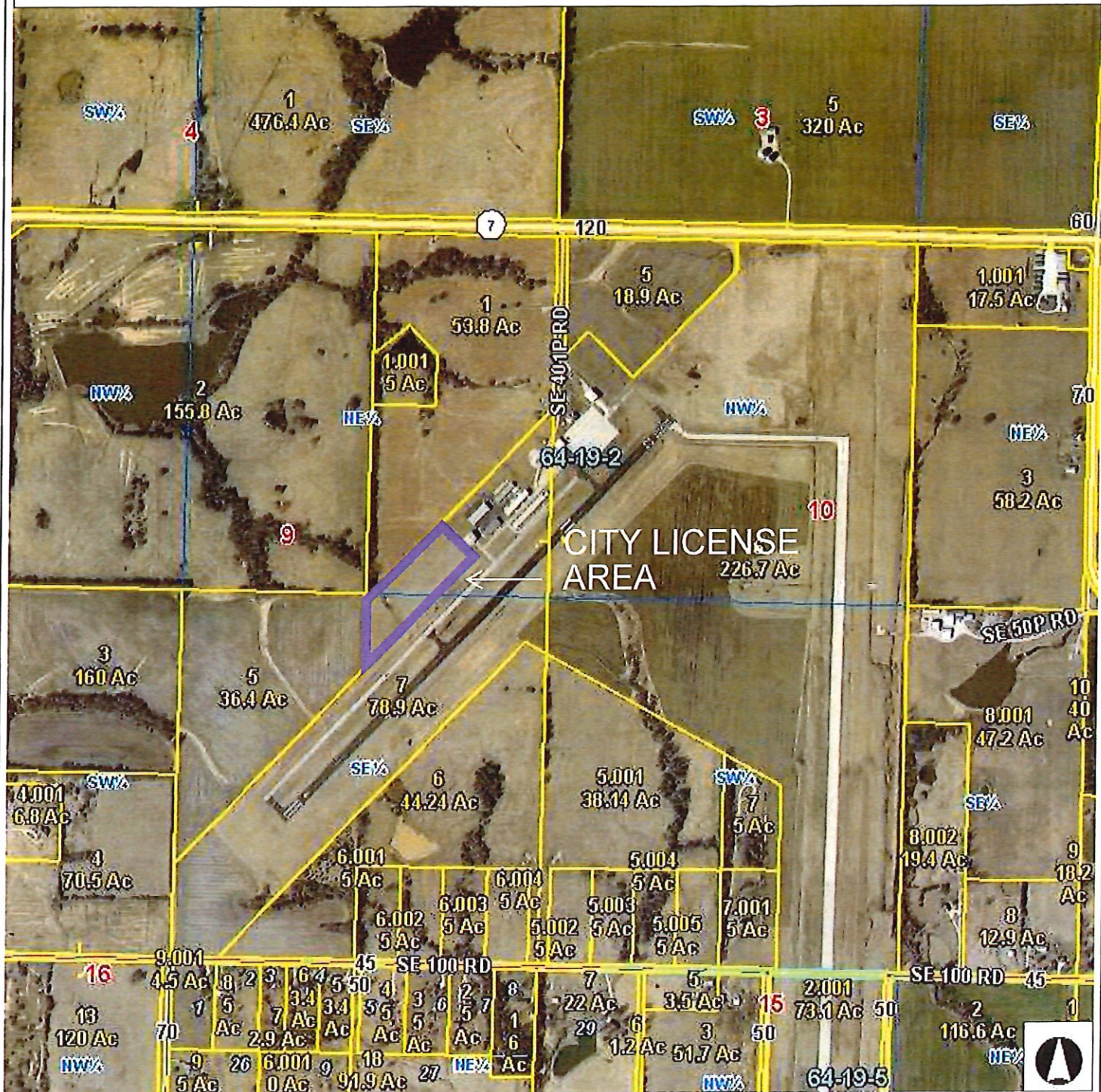
Notes

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



City License Area (Exhibit D)



Legend

- | | |
|---------------------------|----------------------|
| Road Centerline | Right of Way |
| --- <all other values> | Corporate Limit Line |
| == STATE LETTERED HIGHWAY | Surrounding Counties |
| == STATE NUMBERED HIGHWAY | Qtr Section |
| Parcel | County Boundary |
| Parcel Number/Acres | Map Index |
| Land Hook | Katv Trail |

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

2,008.8 0 1,004.38 2008.75176971015 Feet

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF CLINTON REGARDING A GRANT AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (COMMISSION) FOR THE CONSTRUCTION OF AN AIRPORT TERMINAL BUILDING.

WHEREAS, the project will utilize Federal Airport Infrastructure Grant (AIG) funding, administered through the State Block Grant Program (SBGP); and

WHEREAS, the Commission has agreed to award said AIG funding to City for this project;

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

1. The Mayor is authorized to execute the Grant Agreement for Project No. 23-022A-1 with the Missouri Highways and Transportation Commission, in the amount not to exceed One Hundred Eighty-Nine Thousand Eight Hundred Ninety-Five Dollars and Zero Cents (\$189,895.00).
2. The City commits local matching funds not to exceed Nine Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (\$9,995.00).
3. All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.
4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read the first time on this ____ day of ____, 2026.

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

Carla Moberly, Presiding Officer

ATTEST:

Wendee Seaton, City Clerk

Carla Moberly, Mayor

CCO FORM: MO24

Approved: 12/23 (MWH)

Revised: 01/26 (MWH)

Modified:

Sponsor City of Clinton

Project No. 23-022A-1

Airport Name Clinton Regional

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT INFRASTRUCTURE GRANT AGREEMENT**

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

--State Block Grant Agreement

--Federal Authorization - Airport and Airway Improvement
Act of 1982 (as amended)

--Project Description - Planning, Land/Easement Appraisals
and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE
WITH REQUIREMENTS
11. RECOVERY OF FEDERAL FUNDS
12. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
13. PAYMENT
14. ADMINISTRATIVE/AUDIT REQUIREMENTS
15. ASSURANCES/COMPLIANCE
16. LEASES/AGREEMENTS
17. NONDISCRIMINATION ASSURANCE
18. CANCELLATION
19. VENUE
20. APPLICABLE LAWS AND REGULATIONS
21. WORK PRODUCT
22. CONFIDENTIALITY
23. NONSOLICITATION
24. DISPUTES
25. INDEMNIFICATION

26. INSURANCE
27. HOLD HARMLESS
28. NOTIFICATION OF CHANGE
29. DURATION OF GRANT OBLIGATIONS
30. AMENDMENTS
31. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
32. ASSIGNMENT
33. BANKRUPTCY
34. COMMISSION REPRESENTATIVE
35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
36. BAN ON TEXTING WHILE DRIVING
37. TRAFFICKING IN PERSONS
38. SUSPENSION OR DEBARMENT
39. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY
IDENTIFIER
40. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
41. EMPLOYEE PROTECTION FROM REPRISALS

SECTION III - PLANNING

42. AIRPORT LAYOUT PLAN
43. AIRPORT PROPERTY MAP
44. ENVIRONMENTAL IMPACT EVALUATION
45. EXHIBIT "A" PROPERTY MAP
46. SOLID WASTE RECYCLING PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

47. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

48. ENGINEER'S DESIGN REPORT
49. GEOMETRIC DESIGN CRITERIA
50. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

51. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
52. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
53. WAGE LAWS
54. COMPETITIVE SELECTION OF CONTRACTOR
55. REVIEW OF BIDS AND CONTRACT AWARD
56. NOTICE TO PROCEED
57. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
58. LABOR STANDARDS INTERVIEWS
59. AIR AND WATER QUALITY
60. FILING NOTICE OF LANDING AREA PROPOSAL
61. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
62. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS

- 63. RESPONSIBILITY FOR PROJECT SAFETY
- 64. RECORD DRAWINGS
- 65. PROHIBITED TELECOMMUNICATIONS
- 66. BUY AMERICAN
- 67. BUILD AMERICA, BUY AMERICA

SECTION VII – SPECIAL CONDITIONS

68. SPECIAL CONDITIONS

SECTION VIII – GRANT ACCEPTANCE

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Clinton (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Infrastructure Grant ("AIG") Program.

WHEREAS, the FAA has entered a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the Commission for the administration of AIG funds for airport planning, development, and noise program implementation projects conforming to Public Law (117-58), as permitted under Title 49 United States Code (USC) §47128 at non-primary airports in the State (covered airports); and

WHEREAS, the Commission, as an approved SBGP participant, has the administrative responsibility to administer AIG funds for Sponsors of covered airports; and

WHEREAS, the Commission has submitted to the FAA a Block Grant Project Application dated September 5, 2023, for a Grant of Federal funds at or associated with Missouri SBGP Airports, which is a covered airport in Missouri and is included as part of this AIG State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer, and the Commission has accepted the terms of FAA's Grant Offer; and

WHEREAS, in consideration of the promises, representations, and assurances provided by the Commission, the FAA has approved the State Block Grant Project Application to provide AIG Grant funds (hereinafter, "Grant") to the Commission for eligible and justified projects (hereinafter, "Projects") for covered airports; and

WHEREAS, the Commission has been selected by FAA to administer federal funds under AIG program; and

WHEREAS, the Sponsor has applied to the Commission for a sub-grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Reconstruct Terminal Building and Entrance Road

NOW, THEREFORE, pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the State Block Grant Project Application for AIG funds; and in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

(1) **PURPOSE:** The purpose of this Agreement is to provide financial assistance under the AIG grant program.

(2) **PROJECT TIME PERIOD:** The project period shall be from the date of execution by the Commission to July 31, 2029. The Commission's assistant chief engineer may for good cause as shown by the Sponsor in writing extend the project time period.

(3) **TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY:** The Sponsor shall provide satisfactory evidence to title to all existing airport property and aviation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) **AMOUNT OF GRANT:** The initial amount of this grant is not to exceed One Hundred Eighty-Nine Thousand Eight Hundred Ninety-Five dollars (\$189,895) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) **AMOUNT OF MATCHING FUNDS:** The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Nine Thousand Nine Hundred Ninety-Five dollars (\$9,995).

(A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) **ALLOWABLE COSTS:** AIG grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475. The Sponsor must not include any costs in the projects funded with this grant that are ineligible or unallowable in accordance with Public Law 117-58, Division J, Title VIII.

(7) **WITHDRAWAL OF GRANT OFFER:** The Commission reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(8) **EXPIRATION OF GRANT OFFER:** This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before August 30, 2026 or such subsequent date as may be prescribed in writing by the Commission.

(9) **FEDERAL SHARE OF COSTS:** The United States' share of the allowable project costs will be made in accordance with 49 USC §47109, the regulations, the Secretary of Transportation's (Secretary's) policies and procedures and the Act(s) reference above, as may be applicable. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.

(10) **COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS:** The Sponsor must assure the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws including but not limited to BIL (Public Law 117-58), statutes, and regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under this Agreement and any subgrants hereto that exceed three (3) months or a twenty-five percent (25%) reduction in time devoted to the project and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Agreement.

(11) **RECOVERY OF FEDERAL FUNDS:** The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project(s) upon which Federal funds have been expended. For the purpose of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must obtain the approval of the Commission as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor must furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Commission.

(12) **UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY:** The United States is not responsible or liable for damage to property or injury to persons that may

arise from, or be incident to, compliance with this Agreement or subgrants issued under this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(13) **PAYMENT:** Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or lump sum payments upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) of this paragraph of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance, and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) **ADMINISTRATIVE/AUDIT REQUIREMENTS:** This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends one million dollars (\$1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation ("MoDOT" or "Department") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than one million dollars (\$1,000,000) in a year, the Sponsor may

be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(15) **ASSURANCES/COMPLIANCE:** The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, Airport Sponsors (Bipartisan Infrastructure Law), or Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2011) Assurances, or Planning Agency (May 2022) Assurances, and all information require by 2 CFR §200.332 and current FAA Advisory Circulars (ACs) for AIG projects and/or the Commission's specifications. These assurances, ACs, and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications, and current "FAA Airport Compliance Manual" and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(16) **LEASES/AGREEMENTS:** The Sponsor shall ensure that its lease agreements provide for fair market value (FMV) income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(17) **NONDISCRIMINATION ASSURANCE:** With regard to work under this Agreement, the Sponsor agrees as follows:

(A) **Civil Rights Statutes:** The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA). In addition, if the

Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions

of this paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(18) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

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

(20) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(21) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(23) NON SOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(24) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

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

(26) INSURANCE:

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional

insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

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

(27) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(28) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
kyle.lepage@modot.mo.gov

Sponsor: Christina Maggi
City of Clinton
105 E. Ohio
Clinton, MO 64735
660-885-6121
cmaggi@cityofclintonmo.com

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

(29) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to

exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. This paragraph equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

(30) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(31) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

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

(33) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver,

trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(35) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252). This Agreement is subject to the award terms within 2 CFR Part 170.

(36) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(37) TRAFFICKING IN PERSONS:

(A) POSTING OF CONTACT INFORMATION: The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

(B) PROVISIONS APPLICABLE TO A RECIPIENT THAT IS A PRIVATE ENTITY: The Sponsor recipient, sponsor's employees, subrecipients under this Grant, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

(C) The FAA and the Commission may unilaterally terminate this Grant, without penalty, if the Sponsor that is a private entity:

1. Is determined to have violated a prohibition in subparagraph (A) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in subparagraph (A) of this Grant Condition through conduct that is either:

A. Associated with performance under this Grant; or

B. Imputed to Sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(D) PROVISION APPLICABLE TO A RECIPIENT OTHER THAN A PRIVATE ENTITY: FAA and the Commission may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in subparagraph (A) of this Grant Condition; or

2. Has an employee who is determined by the Commission to have violated an applicable prohibition in subparagraph (A) of this Grant Condition through conduct that is either:

A. Associated with performance under this Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(E) PROVISIONS APPLICABLE TO ANY RECIPIENT:

1. Sponsor must inform the Commission immediately of any

information Sponsor received from any source alleging a violation of a prohibition in paragraph (A) of this Grant Condition.

2. FAA and the Commission's right to terminate unilaterally that is described in subparagraph (A) or (B) of this Grant Condition:

A. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 USC §7104(g)], and

B. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. Sponsor must include the requirements of subparagraph (A) of this Grant Condition in any subgrant made to a private entity.

(F) DEFINITIONS: For purposes of this Grant Condition:

1. "Employee" means either:

A. An individual employed by Sponsor or a subrecipient who is engaged in the performance of the project or program under this Grant; or

B. Another person engaged in the performance of the project or program under this Grant and not compensated by Sponsor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

A. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.

B. Includes:

I. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR §175.25(b).

II. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act,"

and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC §7102).

(38) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(39) SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for SAM: Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(40) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body, described in subparagraph (B) of this paragraph of this Agreement, information that the

employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) PERSONS AND BODIES COVERED: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal office or employee responsible for oversight or management at the relevant agency;
5. A court or grand jury;
6. A management official of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) SUBMISSION OF COMPLAINT: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (A) of this paragraph of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) TIME LIMITATION FOR SUBMITTAL OF A COMPLAINT: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) REQUIRED ACTIONS OF THE INSPECTOR GENERAL: Actions, limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) ASSUMPTION OF RIGHTS TO CIVIL REMEDY: Upon receipt of an

explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(B) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body, described in subparagraph (B) of this paragraph of this Agreement, information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) PERSONS AND BODIES COVERED: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal office or employee responsible for oversight or management at the relevant agency;
5. A court or grand jury;
6. A management official of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) SUBMISSION OF COMPLAINT: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (A) of this paragraph of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) TIME LIMITATION FOR SUBMITTAL OF A COMPLAINT: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

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(F) ASSUMPTION OF RIGHTS TO CIVIL REMEDY: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(42) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(43) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(44) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport

Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(45) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on October 26, 2020, is incorporated herein by reference.

(46) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(47) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) EXISTING FEE TITLE INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) EXISTING EASEMENT INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(48) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an

itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(49) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(50) PLANS, SPECIFICATIONS, AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications, and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

(C) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

(D) The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

(E) If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(51) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(52) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to

ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(53) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 USC §327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(54) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(55) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(56) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(57) DISADVANTAGED BUSINESS ENTERPRISES (DBEs)-CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(58) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(59) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(60) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.

(61) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over twenty feet (20') in height or use of construction equipment over twenty feet (20') tall. It is not necessary for routine construction projects unless they include above ground installations.

(62) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(63) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(64) RECORD DRAWINGS: The Sponsor shall provide one (1) set of digital as-built construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the approved updated ALP to the FAA Central Region office.

(65) PROHIBITED TELECOMMUNICATIONS: The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 §889(f)(1)] and 2 CFR §200.216.

(66) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 USC §50101, the State and Sponsor will not acquire or permit any

contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract.

(67) BUILD AMERICA, BUY AMERICA: The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(68) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the Commission or the FAA, as described by 49 §47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 USC §47107(a)(16).

(B) LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

(C) INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees:

1. Prior to commissioning, to assure the equipment meets the FAA's standards; and
2. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

(D) MASTER PLAN COORDINATION: The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The State and Sponsor agree to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

(E) AIRPORT LAYOUT PLAN COORDINATION: The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan (ALP) or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(F) PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC §47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- (I) Location of all runways, taxiways, and aprons;
- (II) Dimensions;
- (III) Type of pavement; and
- (IV) Year of construction or most recent major reconstruction, rehabilitation, or repair.

B. Inspection Schedule.

(I) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

(II) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

C. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept

on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- (I) Inspection date;
- (II) Location;
- (III) Distress types; and
- (IV) Maintenance scheduled or performed.

D. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

(G) PROJECT CONTAINING PAVING WORK IN EXCESS OF \$500,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.

3. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

(H) MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that Airport Improvement Program (AIP), AIG, or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

(I) PROTECTION OF RUNWAY PROTECTION ZONE - AIRPORT PROPERTY: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission.

(J) PROTECTION OF RUNWAY PROTECTION ZONE - EASEMENT: The Sponsor, under the easement, agree to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(K) PLANS AND SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The Sponsor agrees that the Commission's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the Commission. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to published FAA airport development grant standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under this Grant.

(L) BUY AMERICAN EXECUTIVE ORDERS: The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(M) Mothers' Rooms: As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

(N) Usable Unit of Development: The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

(O) Duffy Plaintiff Special Term: Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe

acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

[Remainder of Page Intentionally Left Blank]

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

Executed by Sponsor on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CLINTON

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Commission Counsel

Ordinance No. _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF CLINTON: _____

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____



The City of Clinton

Supplemental Actuarial Valuation of Alternate
LAGERS Benefits

February 28, 2025



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December 30, 2025

The City of Clinton
Clinton, Missouri

Ladies and Gentlemen:

Submitted in this report are the results of an actuarial valuation prepared to determine the employer contribution rates required to support, for your employees, certain benefits provided by the Missouri Local Government Employees Retirement System (LAGERS). This report contains the information needed to comply with Missouri state disclosure requirements regarding changes in LAGERS benefits by a political subdivision (Sections 105.660 - 105.685 RSMo).

The contribution requirement for benefits likely to accrue as a result of the future service of your employees is described in this report as the normal cost rate plus the casualty rate. This contribution rate, expressed as a percent of active employee payroll, will depend on the benefit plan adopted.

The contribution requirement to pay for benefits likely to result from service rendered by your employees prior to the valuation date, the liability for which is not covered by present employer account balances, is described in this report as the prior service cost rate. The prior service cost rate is the rate of contribution designed to pay for any unfunded actuarial accrued liability.

Section 70.730 of the Revised Statutes of Missouri requires participating employers to contribute the normal cost rate, casualty rate, and prior service cost rate for the benefit plan in effect. These contributions are mandatory.

The actuarial assumptions and methods used to determine the stated costs are described in Appendix I of this report. In our opinion, they do produce results which, in the aggregate, are reasonable. Additional miscellaneous and technical assumptions as well as disclosures required by the actuarial standards of practice may be found in the LAGERS Compiled Annual Actuarial Valuation report as of February 28, 2025. Annual actuarial valuation results for the political subdivision and information pertaining to those results may be found in the political subdivision's annual actuarial valuation report as of February 28, 2025.

This report was prepared using our proprietary valuation model and related software which, in our professional judgment, has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

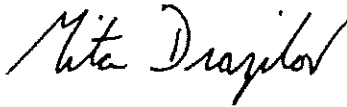
The computed contribution rates will permit the System to continue to operate in accordance with the actuarial principles of level cost financing and the state law which governs LAGERS. Summary provisions of the law as well as benefit illustrations can be found in Appendices II and III.

In accordance with 105.675 RSMo, note that this entire report must be available as public information for at least 45 calendar days prior to the date final official action is taken by your governing body to adopt an alternate benefit plan. You may wish to make notice of this report in the official minutes of the next meeting of your governing body. This action would not be binding on your subdivision, yet would establish the beginning date of the 45 day waiting period. The statement of cost must also be provided to the Joint Committee on Public Employee Retirement. The statement can be mailed to the State Capitol, Room 219-A, Jefferson City, MO 65101 or e-mailed to JCPER@senate.mo.gov.

The valuation was based on the same data as was used in your February 28, 2025 annual actuarial valuation. If you have any questions concerning this report or LAGERS in general, please contact the LAGERS office in Jefferson City.

Mita D. Drazilov is a Member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Respectfully submitted,
Gabriel, Roeder, Smith & Company



Mita D. Drazilov, ASA, FCA, MAAA



Alternate Plan Provisions Affecting Employer Contribution Rates

The law governing LAGERS provides for a member contribution rate of 0%, 2%, 4% or 6%, with benefits based on either a 5 year or 3 year Final Average Salary (FAS).

Member Contribution Rate - 0% Plan. Under the 0% plan, there is no individual employee contribution to the plan, no individual account maintained for each employee, and no refund paid to employees who terminate before being eligible for a benefit.

Member Contribution Rate - 2%, 4% or 6% Plan. Under any plan other than 0%, each covered member contributes a percentage of compensation to LAGERS. If an employee terminates before being eligible for an immediate benefit, the member's contributions, plus any interest credited to the member's individual account, are refunded upon request.

The law further provides for nine different benefit programs (benefit formula factors) and allows an employer to elect "rule of 80" eligibility for benefits. Under the rule of 80, employees are eligible for unreduced benefits at the earlier of (i) attainment of their minimum service retirement age or (ii) such time as their years of age plus years of LAGERS credited service equals 80.

In total this allows for 144 different combinations of benefit plans, giving employers considerable latitude in designing the retirement program that best suits their particular situation.

The applicable combinations of these items may be changed from time to time, however, there are limitations on the frequency of changes. A more detailed description of plan provisions may be found in Appendix II of this report.

The City of Clinton

Computed Employer Contribution Rates - General Employees

As of February 28, 2025

Benefit Plan Information

<u>Benefit Plans</u>	<u>Present Plan</u>	<u>Alternate Plan</u>
# Benefit Program:	L-12	L-6
Final Average Salary:	5 years	5 years
# Member Contribution Rate:	4%	6%
Retirement Eligibility:	Regular	Regular

Actuarial Information

Employer Contribution Rates (as a percent of payroll)

	<u>Present Plan</u>	<u>Alternate Plan</u>
Normal Cost Rate	7.4%	7.2%
Casualty Rate	0.4	0.5
Prior Service Cost Rate ¹	<u>7.0</u>	<u>9.1</u>
Total Employer Contribution Rate	14.8%	16.8%
 Increase in Employer Contribution Rate for Alternate Plan as a percent of payroll		 2.0%
 Increase in Actuarial Accrued Liability ¹		 \$429,166

Employer contribution rates shown above are for the fiscal year beginning in 2026. If the alternate plan is adopted prior to the fiscal year beginning in 2026, 2.0% would be added to the employer contribution rate currently in effect.

Change in provisions from present plan.

¹ The increase in the actuarial accrued liability due to adoption of the alternate plan was amortized over a 20 year period to compute the increase in the Prior Service Cost Rate.

If you have any questions, please call the LAGERS office at 1-800-447-4334.

The City of Clinton

Projected Estimated Employer Contribution Rates - General Employees

As of February 28, 2025

Valuation Date Feb. 28/29	Estimated Projected Payroll	Present Plan			Alternate Plan			Change Due to Proposed Provisions		
		Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA
		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars	
2025	\$1,491,457	14.8%	\$220,736	\$1,020,255	16.8%	\$250,565	\$1,449,421	2.0%	\$29,829	\$429,166
2026	1,532,472	14.8	226,806	984,360	16.8	257,455	1,410,728	2.0	30,649	426,368
2027	1,574,615	14.8	233,043	943,002	16.8	264,535	1,365,472	2.0	31,492	422,470
2028	1,617,917	14.8	239,452	895,716	16.8	271,810	1,313,089	2.0	32,358	417,373
2029	1,662,410	14.8	246,037	842,004	16.8	279,285	1,252,968	2.0	33,248	410,964
2030	1,708,126	14.8	252,803	781,333	16.8	286,965	1,184,461	2.0	34,163	403,128
2031	1,755,099	14.8	259,755	713,125	16.8	294,857	1,106,861	2.0	35,102	393,736
2032	1,803,364	14.8	266,898	636,762	16.8	302,965	1,019,415	2.0	36,067	382,653
2033	1,852,957	14.8	274,238	551,581	16.8	311,297	921,312	2.0	37,059	369,731
2034	1,903,913	14.8	281,779	456,867	16.8	319,857	811,679	2.0	38,078	354,812

AAL = Actuarial Accrued Liability

AVA = Actuarial Value of Assets

Notes regarding the above projections:

- 1) The purpose of the above projections is to comply with the requirements of Section 105.665 of the Revised Statutes of Missouri (RSMo). The projection results may not be applicable for other purposes.
- 2) For purposes of the above projections, it was assumed that all actuarial assumptions would be realized. In particular, it was assumed that the actuarial value of assets would earn 7.00% in each year.
- 3) Estimated projected payroll is based upon the valuation payroll, increased each future year by 2.75%.
- 4) Due to the estimated nature of the above projections, certain but not all aspects of the Missouri LAGERS funding policy have been incorporated in the above projections.
- 5) Differences between fiscal end dates of the employer and the actuarial valuation date of February 28th have not been incorporated in the above results.
- 6) The actual employer contribution rates for future valuation dates will be based upon actual data as of the future valuation date.

Other disclosures required by Section 105.665 of the Revised Statutes of Missouri (RSMo):

- 1) As of February 28, 2025, the actuarial value of assets is \$2,418,598; the estimated market value of assets is \$2,324,234; the actuarial accrued liability is \$3,438,853; and the funded ratio is 70.3%. These results are based on the assets and liabilities associated with the Employer Accumulation Fund and the Member Deposit Fund for this division.
- 2) Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by more than one percent (not including the effects of any benefit changes). As of February 28, 2025, there is no difference between the capped and uncapped employer contribution rate.



The City of Clinton

Computed Employer Contribution Rates - Police Employees

As of February 28, 2025

Benefit Plan Information

<u>Benefit Plans</u>	<u>Present Plan</u>	<u>Alternate Plan</u>
# Benefit Program:	L-12	L-6
Final Average Salary:	5 years	5 years
# Member Contribution Rate:	4%	6%
Retirement Eligibility:	Regular	Regular

Actuarial Information

Employer Contribution Rates (as a percent of payroll)

	<u>Present Plan</u>	<u>Alternate Plan</u>
Normal Cost Rate	7.0%	6.7%
Casualty Rate	0.7	0.8
Prior Service Cost Rate ¹	<u>2.6</u>	<u>4.5</u>
Total Employer Contribution Rate	10.3%	12.0%
 Increase in Employer Contribution Rate for Alternate Plan as a percent of payroll		 1.7%
 Increase in Actuarial Accrued Liability ¹		 \$422,855

Employer contribution rates shown above are for the fiscal year beginning in 2026. If the alternate plan is adopted prior to the fiscal year beginning in 2026, 1.7% would be added to the employer contribution rate currently in effect.

Change in provisions from present plan.

¹ The increase in the actuarial accrued liability due to adoption of the alternate plan was amortized over a 20 year period to compute the increase in the Prior Service Cost Rate.

If you have any questions, please call the LAGERS office at 1-800-447-4334.

The City of Clinton

Projected Estimated Employer Contribution Rates - Police Employees

As of February 28, 2025

Valuation Date Feb. 28/29	Estimated Projected Payroll	Present Plan			Alternate Plan			Change Due to Proposed Provisions		
		Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA
		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars	
2025	\$1,639,981	10.3%	\$168,918	\$374,982	12.0%	\$196,798	\$797,837	1.7%	\$27,880	\$422,855
2026	1,685,080	10.4	175,248	357,120	12.1	203,895	777,218	1.7	28,646	420,098
2027	1,731,420	10.4	180,068	335,570	12.1	209,502	751,828	1.7	29,434	416,258
2028	1,779,034	10.5	186,799	310,035	12.2	217,042	721,270	1.7	30,244	411,235
2029	1,827,957	10.6	193,763	280,196	12.3	224,839	685,117	1.7	31,075	404,921
2030	1,878,226	10.6	199,092	245,709	12.3	231,022	642,909	1.7	31,930	397,200
2031	1,929,877	10.7	206,497	206,206	12.4	239,305	594,152	1.7	32,808	387,946
2032	1,982,949	10.7	212,176	161,289	12.4	245,886	538,315	1.7	33,710	377,026
2033	2,037,480	10.8	220,048	110,532	12.5	254,685	474,826	1.7	34,637	364,294
2034	2,093,511	10.8	226,099	53,477	12.5	261,689	403,071	1.7	35,590	349,594

AAL = Actuarial Accrued Liability

AVA = Actuarial Value of Assets

Notes regarding the above projections:

- 1) The purpose of the above projections is to comply with the requirements of Section 105.665 of the Revised Statutes of Missouri (RSMo). The projection results may not be applicable for other purposes.
- 2) For purposes of the above projections, it was assumed that all actuarial assumptions would be realized. In particular, it was assumed that the actuarial value of assets would earn 7.00% in each year.
- 3) Estimated projected payroll is based upon the valuation payroll, increased each future year by 2.75%.
- 4) Due to the estimated nature of the above projections, certain but not all aspects of the Missouri LAGERS funding policy have been incorporated in the above projections.
- 5) Differences between fiscal end dates of the employer and the actuarial valuation date of February 28th have not been incorporated in the above results.
- 6) The actual employer contribution rates for future valuation dates will be based upon actual data as of the future valuation date.

Other disclosures required by Section 105.665 of the Revised Statutes of Missouri (RSMo):

- 1) As of February 28, 2025, the actuarial value of assets is \$3,526,176; the estimated market value of assets is \$3,388,599; the actuarial accrued liability is \$3,901,158; and the funded ratio is 90.4%. These results are based on the assets and liabilities associated with the Employer Accumulation Fund and the Member Deposit Fund for this division.
- 2) Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by more than one percent (not including the effects of any benefit changes). As of February 28, 2025, there is no difference between the capped and uncapped employer contribution rate.



The City of Clinton

Computed Employer Contribution Rates - Fire Employees

As of February 28, 2025

Benefit Plan Information

<u>Benefit Plans</u>	<u>Present Plan</u>	<u>Alternate Plan</u>
# Benefit Program:	L-12	L-6
Final Average Salary:	5 years	5 years
# Member Contribution Rate:	4%	6%
Retirement Eligibility:	Regular	Regular

Actuarial Information

Employer Contribution Rates (as a percent of payroll)

	<u>Present Plan</u>	<u>Alternate Plan</u>
Normal Cost Rate	9.1%	8.9%
Casualty Rate	0.9	1.0
Prior Service Cost Rate ¹	<u>10.0</u>	<u>11.8</u>
Total Employer Contribution Rate	20.0%	21.7%
 Increase in Employer Contribution Rate for Alternate Plan as a percent of payroll		 1.7%
 Increase in Actuarial Accrued Liability ¹		 \$195,233

Employer contribution rates shown above are for the fiscal year beginning in 2026. If the alternate plan is adopted prior to the fiscal year beginning in 2026, 1.7% would be added to the employer contribution rate currently in effect.

Change in provisions from present plan.

¹ The increase in the actuarial accrued liability due to adoption of the alternate plan was amortized over a 20 year period to compute the increase in the Prior Service Cost Rate.

If you have any questions, please call the LAGERS office at 1-800-447-4334.

The City of Clinton

Projected Estimated Employer Contribution Rates - Fire Employees

As of February 28, 2025

Valuation Date Feb. 28/29	Estimated Projected Payroll	Present Plan			Alternate Plan			Change Due to Proposed Provisions		
		Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA
		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars	
2025	\$822,313	20.0%	\$164,463	\$627,693	21.7%	\$178,442	\$822,926	1.7%	\$13,979	\$195,233
2026	844,927	18.1	152,932	586,945	19.8	167,296	780,905	1.7	14,364	193,960
2027	868,162	18.2	158,005	557,127	19.9	172,764	749,314	1.7	14,759	192,187
2028	892,036	18.2	162,351	522,736	19.9	177,515	712,604	1.7	15,165	189,868
2029	916,567	18.3	167,732	483,394	20.0	183,313	670,347	1.7	15,582	186,953
2030	941,773	18.3	172,344	438,697	20.0	188,355	622,085	1.7	16,010	183,388
2031	967,672	18.4	178,052	388,213	20.1	194,502	567,328	1.7	16,450	179,115
2032	994,283	18.4	182,948	331,472	20.1	199,851	505,545	1.7	16,903	174,073
2033	1,021,626	18.5	189,001	267,973	20.2	206,368	436,168	1.7	17,368	168,195
2034	1,049,721	18.5	194,198	197,179	20.2	212,044	358,587	1.7	17,845	161,408

AAL = Actuarial Accrued Liability

AVA = Actuarial Value of Assets

Notes regarding the above projections:

- 1) The purpose of the above projections is to comply with the requirements of Section 105.665 of the Revised Statutes of Missouri (RSMo). The projection results may not be applicable for other purposes.
- 2) For purposes of the above projections, it was assumed that all actuarial assumptions would be realized. In particular, it was assumed that the actuarial value of assets would earn 7.00% in each year.
- 3) Estimated projected payroll is based upon the valuation payroll, increased each future year by 2.75%.
- 4) Due to the estimated nature of the above projections, certain but not all aspects of the Missouri LAGERS funding policy have been incorporated in the above projections.
- 5) Differences between fiscal end dates of the employer and the actuarial valuation date of February 28th have not been incorporated in the above results.
- 6) The actual employer contribution rates for future valuation dates will be based upon actual data as of the future valuation date.

Other disclosures required by Section 105.665 of the Revised Statutes of Missouri (RSMo):

- 1) As of February 28, 2025, the actuarial value of assets is \$1,346,925; the estimated market value of assets is \$1,294,373; the actuarial accrued liability is \$1,974,618; and the funded ratio is 68.2%. These results are based on the assets and liabilities associated with the Employer Accumulation Fund and the Member Deposit Fund for this division.
- 2) Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by more than one percent (not including the effects of any benefit changes). As of February 28, 2025, there is no difference between the capped and uncapped employer contribution rate.





City of
Clinton
MISSOURI

AGENDA

Clinton City Council Open Session Meeting
City Hall – 105 E. Ohio Street, Clinton, MO 64735
Friday, July 17, 2026 • 12:00 p.m.

1. Fiscal Year 2026/2027 Budget Work Session

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

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



City of
Clinton
MISSOURI

AGENDA

Clinton City Council Work Session Meeting
City Hall – 105 E. Ohio Street, Clinton, MO 64735
Monday, August 17, 2026 • 12:00 p.m.

1. Fiscal Year 2026/2027 Budget Work Session

Follow-up on questions from previous work sessions. Finalize data and budget, to prepare for first reading at the September 1, 2026 Council Meeting.

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.