RESOLUTION NO. 21-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI AUTHORIZING THE RENEWAL OF A PROFESSIONAL OPERATING SERVICES AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND ALLIANCE WATER RESOURCES, INC. (ALLIANCE).

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

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

WHEREAS, the City and Alliance entered into a five-year Professional Operating Services and Management Agreement on September 15, 2020; and

WHEREAS, the City desires to modify the September 15, 2020, Agreement in accordance with the terms and conditions of the attached Agreement;

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

Section 1. The attached Memorandum of Agreement (Exhibit A) with Alliance Water Resources, Inc. 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 19th day of August, 2025.

Carla Moberly

Mayor Carla Moberly

Attest:

Wendee Seaton

City Clerk Wendee Seaton

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement has been entered into on this 21st day of August, 2025 by and between the City of Clinton, Missouri, a municipal corporation ("hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

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

The Professional Services Agreement is modified as follows:

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

6.1 City shall pay Alliance an Annual Base Fee of $799,584 ($66,632 per month) beginning October 1, 2025. The Annual Repair Limit for the period beginning October 1, 2025, shall be $60,000 and the annual Chemical Limit for this period shall be $30,000. The Repair and Chemical Limits are included in the Alliance Base Fee.

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

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

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

Authorized Signature

President
Alliance Water Resources, Inc.

8/28/2025
Date

ATTEST:

Mary Ann Perkins
Secretary

Authorized Signature

Carla Mobley
Mayor
City of Clinton

08/21/2025
Date

ATTEST:

Wanda Scott
City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE