RESOLUTION NO. 16-2026

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 and Alliance entered into an agreement for an additional ten years on August 28, 2025, to be in effect from October 1, 2025 through September 30, 2035;

WHEREAS, the City and Alliance desire to modify the September 15, 2020, Agreement in accordance with the terms and conditions of the attached Memorandum of 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 15th day of September, 2026.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE. BY NATURE

ATTACHMENT A

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement has been entered into on this 15th day of September 2026 by and between the City of Clinton, Missouri, a municipal corporation ("hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

This Memorandum of Agreement has as its purpose to modify the Initial Professional Services Agreement dated September 15, 2020, to establish Alliance's Base Fee for the period of October 1, 2026, through September 30, 2027.

The Professional Services Agreement is modified as follows:

5.17 Alliance shall maintain comprehensive and collision insurance coverage for all City-owned vehicles and trailers assigned to the Clinton WWTP. Alliance shall invoice the City for the actual costs incurred for such comprehensive and collision insurance coverage.

6.1 City shall pay Alliance an Annual Base Fee of $831,708 ($69,309 per month) beginning October 1, 2026. The Annual Repair Limit for the period beginning October 1, 2026, shall be $60,000 and the annual Chemical Limit for this period shall be $30,000. The Repair and Chemical Limits are included in the Alliance Base Fee. The comprehensive and collision insurance coverage for City-owned vehicles and trailers assigned to the Clinton WWTP will be billed annually and separately from the Alliance Base Fee.

This Amendment becomes effective on October 1, 2026. 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.

Date: 10/30/2026

Authorized Signature

Mayor
City of Clinton

Date: 9-15-26

ATTEST:

Secretary

ATTEST:

City Clerk