

RESOLUTION NO. 17-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING A USER AGREEMENT FOR SANITARY SEWER SERVICE BETWEEN THE CITY OF CLINTON AND THE STONERIDGE COMMON SEWER DISTRICT.

WHEREAS, the City of Clinton wishes to enter into an Agreement with The Stoneridge Common Sewer District to construct a sanitary sewer line and provide sanitary sewer service to The Stoneridge Common Sewer District; and

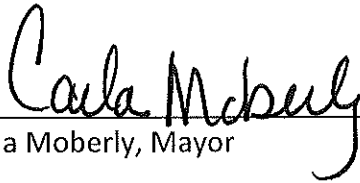
WHEREAS, both parties understand the project is contingent upon the City receiving a Regionalization Incentive Grant from the Missouri Department of Natural Resources;

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

Section 1. The User Agreement with The Stoneridge Common Sewer District, is hereby approved.

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

Read and passed this 15th day of September, 2026.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



USER AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement by and between the City of Clinton, Missouri, (CITY) and The Stoneridge Common Sewer District (STONERIDGE) for the provision of sewerage services by CITY to STONERIDGE;

WHEREAS, CITY is authorized to extend, maintain and operate a sewerage system both within and without its corporate boundaries pursuant to the provisions of Chapter 250, RSMo, and

WHEREAS, STONERIDGE is a public sewer district, organized and incorporated under sections 204.250 through 204.470 of the revised statutes of Missouri, and formally authorized by the Circuit Court of Henry County, Missouri on April 14, 2026; and

WHEREAS, STONERIDGE is presently served for sewerage purposes by a sand filter system, owned and operated by Stoneridge Home Owners' Association; and

WHEREAS, said sewer system has failed, or is failing, and presently does not comply with environmental laws, rules and regulations; and

WHEREAS, STONERIDGE has the right to make reasonable rules and regulations so as to enable it to assure the lawful provision of sewer services within the sewer district, and it desires to improve the sewerage collection and disposal system to comply with all applicable rules and regulations; and

WHEREAS, CITY is agreeable to use Missouri Department of Natural Resources grant funding to construct a connecting sewer line to provide sewerage services to STONERIDGE, upon certain terms and conditions;

NOW, THEREFORE, it is agreed that:

1. The CITY has filed its Clean Water Regionalization Incentive Grant Application with the Missouri Department of Natural Resources, for the purpose of:
 - a. constructing the infrastructure necessary to connect the existing sewerage collection system serving STONERIDGE to the City of Clinton sewer system;
 - b. decommissioning and dismantling the existing sand filter system, owned by Stoneridge Home Owners' Association, in accordance with Missouri Department of Natural Resources requirements and standards.
2. The connection shall be made at the closest practical location to the existing CITY sewer system. CITY shall extend its existing system to the place for the connection.
3. The costs of design and construction of the connection to the CITY sewerage system shall be the responsibility of the City of Clinton. The CITY shall only be required to proceed with engineering, planning and construction of the project if it can obtain the necessary funds to do so through grants and awards. All costs that exceed the amount of the grants and awards shall be the responsibility of STONERIDGE.
4. The CITY and STONERIDGE agree to work cooperatively during the grant application, design, planning and construction processes.

5. The CITY, once the design is complete and approved by the necessary parties, shall be responsible for the construction and completion of the facilities necessary to complete the connection.
6. STONERIDGE agrees to obtain any easements or rights of passage, over and upon any properties within the sewer district, which may be necessary to complete the connection.
7. STONERIDGE agrees to abide by the rules, regulations and ordinances of the CITY pertaining to sewer and sewer services that provide for the orderly service and systems uses, sets standards for connections to the systems, sets rates and charges, sets conditions of sewer discharges and sets penalties for violations and other matters relating thereto as said rules, regulations and ordinances exist, are in effect, and may be amended from time to time.
8. STONERIDGE agrees that the sewer service supplied by the City is for the sole use of properties within the boundaries of STONERIDGE. STONERIDGE agrees that it shall not share, sell or resell such sewer service, nor will it allow any property owner within STONERIDGE to do so. There are presently 24 sewer connections in the subdivisions. Only single-family residences may be connected to the system and no more than 28 single family residences may be connected. STONERIDGE further agrees that all new residences are required to connect to the sewer system. No individual or shared systems will be allowed.
9. The CITY shall have no liability to STONERIDGE or to any owner of property in STONERIDGE for any failure of non-CITY sewer infrastructure unless due to the negligence of the CITY.
10. The parties agree that sewer billings shall be calculated using a Base Fee, a Volume Fee and an Administrative Fee.
 - a. The Base Fee shall be the same as the amount set by the CITY Fee Schedule on October 1 of each year. The Base Fee will be assessed, monthly, for each residence within the district, whether the residence is occupied or vacant.
 - b. The Volume Fee shall be calculated using 1) the sum of the average monthly water usage for each residence during the months of November through March and 2) the Volume Fee set by the CITY Fee Schedule on October 1 of each year. STONERIDGE shall submit the total average monthly water usage amount for STONERIDGE to the CITY no later than August 1 of each year.
 - i. In any month where a residence has zero water usage, that month shall be excluded in calculating the average. A minimum of two months of usage shall be required for calculating the average. A residence with less than two-months usage during the period of November to March shall be calculated based on the usage for that residence from the previous November to March period.
 - ii. For a newly constructed residence without at least 2 months of water usage from November through March, the average monthly water usage shall be assumed to be 3,000 gallons for the first year.
 - c. The Administrative Fee shall be 5% of the sum of the monthly Base Fee and Volume Fee.
 - d. Payment of fees shall be submitted quarterly, on the following schedule:

For the months of:
October – December
January – March
April – June
July – September

Payment due date
December 31
March 31
June 30
September 30

To:

City of Clinton
ATTN: Accounts Receivable
105 E. Ohio
Clinton MO 64735

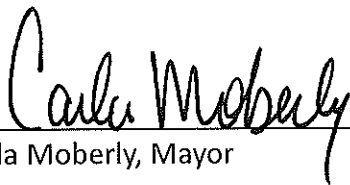
- e. The city reserves the right to review individual residential accounts for audit purposes.
11. The system presently in existence in STONERIDGE requires each homeowner to maintain a septic tank for the collection of solids. STONERIDGE agrees to require each homeowner in the district to continue to maintain their septic tanks and each homeowner shall have the solids pumped from their respective septic tanks at least one time every three years, and more often if necessary to continue to collect solids. The pumping and removal of solids shall be performed by a licensed contractor. STONERIDGE agrees to maintain records regarding the frequency of septic tank service for pumping solids and to provide said records to CITY upon request.
 12. STONERIDGE shall be responsible for the maintenance and repair of all sewer system infrastructure up to the place where it connects to the CITY sewer. STONERIDGE acknowledges the importance of maintaining sewer system infrastructure in a manner that mitigates inflow and infiltration in the system.
 13. CITY shall have no obligation to maintain any sewer system infrastructure within the boundaries of STONERIDGE that is not a part of the CITY sewer system constructed for the connection.
 14. Upon the completion of the sewer extension system and connection to the City sewer system, STONERIDGE shall pay a connection fee in the sum of \$365.00.
 15. STONERIDGE agrees that the CITY will have no further responsibilities nor liability for the existing sand filter system and adjoining area upon the completion of the decommissioning and dismantling of the system, as approved by Missouri Department of Natural Resources.
 16. STONERIDGE agrees that it will hold harmless the CITY and its employees and contractors for ground damages and that nothing in this agreement shall be deemed a taking, condemnation, or other government action adverse to property.
 17. No waiver by either party at any time of any of the terms, conditions or covenants of this agreement shall be deemed as a waiver at any time thereafter of the same or any other term, condition or covenant herein contained, nor of the strict and prompt performance thereon.
 18. Time is of the essence of this agreement and of every covenant to be performed by either party under it.
 19. The parties acknowledge that no representations or inducements have been made other than those expressed in this agreement; that this agreement supersedes any prior memoranda,

correspondence, conversations, negotiations and agreements pertaining to the matters expressed in this agreement; and that this agreement constitutes the entire agreement between the parties.

20. The terms of this agreement may be modified in whole or in part only by a written instrument signed by all parties. Any oral agreement to modify this agreement shall be void and of no force and effect.
21. If any provision of this agreement shall be deemed void or otherwise invalid for any reason, the remainder of the agreement shall be interpreted in a manner as to be effective and valid to the fullest extent possible. The parties further agree to amend this agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
22. This agreement is effective and as authorized by the laws of the State of Missouri in all respects as to interpretation, construction, operation effect and performance. Venue for any litigation arising out of this agreement has been agreed to and stipulated to by the parties. Any cause of action brought by any party pursuant to this agreement shall be brought in the Circuit Court of Henry County, Missouri.
23. This agreement shall be in full force and effect upon the date above and shall continue for a minimum of 20 years. Per 10 CSR 20-4.040(25)(C), if the agreement is terminated prior to 20 years, grant funds must be reimbursed to the state on a 20-year straight-line depreciation schedule based on the original grant award. Grant funds to be reimbursed shall be due upon termination of the agreement. The entity requesting termination of the agreement or found to be in default of the terms of the agreement shall be responsible for the reimbursement amount, as determined by the Missouri Department of Natural Resources.
24. The parties have executed this agreement on the day and year stated by each signature, to be effective upon the signatures of all parties.

CITY OF CLINTON

THE STONERIDGE COMMON
SEWER DISTRICT



Carla Moberly, Mayor

9-15-26

Date



Brian Goth, President

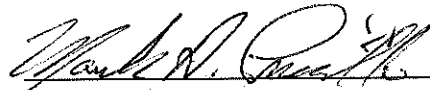
9-10-26

Date

ATTEST:



Wendee Seaton, City Clerk



Mark Smith, Secretary

