



## AGENDA

Clinton City Council Regular Meeting  
Rotary Building • 200 W Franklin Street, Clinton, MO  
Tuesday, August 4, 2020 • 6:00 p.m.

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 Meeting of July 21, 2020.
5. **Invocation**
6. **Personal Appearances:**
7. **Reports:**
  - a. Mark Dawson – Economic Development Report
8. **Second Reading of Previously Read Bills: None.**
9. **Committee Reports**
  - a. **Public Works Committee Report: (No Meeting)**
  - b. **Public Safety Committee Report: (No Meeting)**
  - c. **Finance Committee Report:**
    1. Update on Airport pavement
    2. Review proposals for financing pumper truck
9. **Mayor's Report:**
10. **City Administrator's Report:**
11. **Unfinished Business:**
  - a. Discussion regarding Contract Operator for Wastewater Management, Alliance Water Resources
    1. AWR Professional Operating Services and Management Agreement (DRAFT)
    2. AWR employee benefits. Information only.



**12. New Business:**

- a. Bill No. 2020-13 - An ordinance to establish a procedure to disclose potential conflicts of interest and substantial interests for certain officials.

**13. Executive Closed Session:** Pursuant to RSMo. 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

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

Benson Convention Center • 1008 E. Sedalia Avenue, Clinton, MO

Tuesday, July 21, 2020 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met on Tuesday, July 21, 2020 at the Benson Convention Center 1008 E. Sedalia Avenue, Clinton, MO. Mayor Greg Lowe presided.

1. **Call to Order:** Mayor Lowe called the meeting to order at 6:00 p.m.
2. **Roll Call:**  
Council Persons Present: Gene Henry, Cameron Jackson, Carla Moberly, Rick Pereles, Becky Raysik, Ken Scott and Debbie Smith  
Council Persons Absent: Daniel Wilson  
Others Present: City Administrator Christy Maggi, Mayor Greg Lowe, City Attorney Adam Sommer, City Clerk Wendee Seaton
3. **Pledge of Allegiance:** Was recited.
4. **Approval of Minutes:** Council Person Moberly made a motion to approve the minutes of the Open City Council Meeting of July 7, 2020. Council Person Pereles duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Lowe declared the motion passed.
5. **Invocation:** Gene Henry gave the invocation.
6. **Personal Appearances:**
  - a. Steve McKim spoke about the City considering contracting out the management of the Wastewater Plant. He spoke of his and his co-worker's years of service as well as the effects this would have on their retirement.
7. **Reports:** None.
8. **Second Reading of Previously Read Bills:** None.
9. **Committee Reports:**
  - a. **Public Works Committee Report:** (Council Person Henry gave the following report)  
Present at meeting: Council Persons Wilson, Henry and Scott; City Administrator Christy Maggi, Mayor Greg Lowe, Brad Combs, Cliff Jordan, Chuck Bailey, Josh Nadler
    1. Wastewater:
      - a. McLane sewer line: Authorize HDR to proceed with final plans per the preliminary plans. The right-of-way was not wide enough for the sewer line so plans will proceed with road placement.
      - b. Superintendent search: Due 5:00 p.m. on July 21st and Maintenance 1 is due by 5:00 pm on July 14th. Three applications were received. Interviews will be held on July 27, 2020.
      - c. RFQ for management and operation services: Due by 11:00 a.m. on July 15th. Two firms have toured the facility and submitted proposals. Council reviewed on July 20, 2020 and recommended proceeding with Alliance. References were contacted and responses were

## Council Minutes

### July 21, 2020

given to Council. Council Person Henry made a motion to proceed with discussions with Alliance. Council Person Jackson duly seconded the motion. Discussion held on what this means. 7 Ayes; 0 Nays; 1 Absent. Mayor Lowe declared the motion passed.

d. 2019 Truman Lake flood damage:

- FEMA: Reviewed the final submittal to FEMA. All three projects have been signed and finalized. Additional SEMA funds are possible but not guaranteed.
- Insurance coverage: Reviewed insurance payments received for WWTP pump damage.

2. Transfer Station:

- a. DNR permit update: Continue to try to get a response from DNR. In the meantime, will look into installing better cameras to prevent after hours drop offs.
- b. Cardboard recycling: Require all cardboard to be flattened. Will contact HC Industries about taking additional cardboard.

3. Gaines Drive update: Reviewed change order No. 7 and Pay Estimate No. 20. Delayed by weather.

4. Parks & Recreation:

- a. Insurance claim filed for Aquatic Center and ballfield damages: Discussed how damages may have occurred due to lightning or a power surge. Will research surge protectors.
- b. Facilities updates: Recommend Community Center suspend full contact basketball activities and take temperatures of all patrons. Employees are uncomfortable getting that close to the public. A sign with questions recommended by the CDC will be posted instead for all visitors to read and acknowledge.
- c. Community Blood Center Blood Drive on August 13th : Recommend allow use at no charge. Council Person Henry made a motion to allow the event to take place due to the current pandemic. Council Person Jackson duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Lowe declared the motion passed.
- d. Optimist Park: Restroom construction underway.
- e. Co-Ed softball will start soon
- f. Henry County Fair started in the Benson Center on July 13th.

5. Community Development:

- a. Application for Vacating a ROW located at 215 N. Price Lane from Josh Nadler: Recommend approval. The City Attorney stated this should go through Zoning first.
- b. Monthly Building Report
- c. Serrano's request for open-air dining on front sidewalk, alcohol included. Discussion held on serving alcohol on the sidewalk. Council Person Henry made a motion to approve dining only outside of the restaurant but no alcohol. Council Person Jackson duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Lowe declared the motion passed.

b. **Public Safety Committee Report:** (Council Person Moberly gave the following report)

Present at meeting: Council Persons Moberly, Raysik and Smith, Deputy Police Chief Abbott

1. Retirement letter from John David Swartz
2. Resignation letter from Tyler Drake

## Council Minutes July 21, 2020

Council Person Moberly made a motion to accept both letters with regrets and best wishes to the employees. Council Person Smith duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Lowe declared the motion passed.

### c. **Finance Committee Report:**

Present at meeting: Council Persons Pereles and Scott; City Administrator Christy Maggi, City Clerk Wendee Seaton, Mayor Greg Lowe

1. **Clinton Airport Apron Design Update:** A section of asphalt pavement failed in the transition area between the concrete apron (constructed in 2016) and the existing taxiway when a large aircraft was attempting to park on the apron. Wallace White, Airport Manager, believes the sub-grade failed due to it being a temporary pavement area, which is included in the upcoming Phase 2 Apron Design Project. The City, Garver and MoDOT will have a conference call to determine how best to remedy the situation. Garver will expedite the design process in hopes that the construction of Phase 2 can be moved to an earlier date, possibly merging it with Phase 3 to save mobilization costs. Wallace White has put up barricades, posted a Notice to Airmen (NOTAM) and contacted all regular pilots. Waiting on results from the Garver/MODOT phone call.

### 10. **Mayor's Report:**

#### 11. **City Administrator's Report:**

- a. Budget work session will be at the Benson Center on Friday, July 24, 2020 at 12:00pm.
- b. Discussion held on the location of the next Council Meeting as the Primary Election voting will take place at the Benson Center on August 4, 2020. Council Person Moberly will check on the availability of the Rotary Building and if unavailable other locations will be contacted.

#### 12. **Unfinished Business:**

- a. Resolution 13-2020 - A Resolution encouraging the use of facial coverings, in relation to COVID-19. Council Person Henry made a motion to approve Resolution 13-2020. Council Person Jackson duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Lowe declared the motion passed.

#### 13. **New Business:** None.

14. **Executive Closed Session:** Council Person Henry made a motion to adjourn to closed session pursuant to RSMo. 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys; Council Person Jackson duly seconded the motion. A roll call vote was taken and the following was recorded: 7 Ayes - Gene Henry, Cameron Jackson, Carla Moberly, Rick Pereles, Becky Raysik, Ken Scott and Debbie Smith; 0 Nays; 1 Absent - Daniel Wilson. At 6:48 p.m. Mayor Lowe declared the motion passed and stated there would be a five minute recess prior to convening in a closed session meeting. Council would not return to open session afterwards.

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Mayor Greg Lowe

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City Clerk Wendee Seaton



City of  
**Clinton**  
MISSOURI

**OPEN PUBLIC WORKS COMMITTEE MEETING AGENDA**

**City Hall – 105 E. Ohio Street  
Tuesday, July 28, 2020 • 7:00 a.m.**

**NO MEETING**



City of  
**Clinton**  
MISSOURI

## **PUBLIC SAFETY COMMITTEE OPEN MEETING AGENDA**

Rotary Building • 200 W Franklin Street, Clinton, MO

Tuesday, August 4, 2020 • 5:45 p.m.

# **NO MEETING**

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If you require accommodation (i.e. qualified interpreter, large print, and hearing assistance), please notify this office at (660-885-6121) no later than forty-eight hours prior to the commencement of the meeting.



City of  
**Clinton**  
MISSOURI

## **FINANCE COMMITTEE OPEN MEETING AGENDA**

Rotary Building • 200 W Franklin Street, Clinton, MO

Tuesday, August 4, 2020 • 5:30 p.m.

Present:

1. Update on Airport pavement
  
2. Review proposals for financing pumper truck

**REQUEST FOR PROPOSALS  
FOR  
FINANCING**

**CITY OF CLINTON, MO**

**Fire Department**

Pumper truck - \$540,000.00  
Additional equipment - \$60,000.00

**Time Period**

Ten (10) Years

**PROPOSALS MUST BE SUBMITTED NO LATER THAN THE  
TIME AND DATE SPECIFIED BELOW.**

**PROPOSAL DEADLINE:** 2:00 p.m., Wednesday, July 29, 2020

**PLACE:** City of Clinton  
ATTN: Christina A. Maggi  
105 E. Ohio  
Clinton, MO 64735  
(660) 885-6121  
E-mail: [CMaggi@CityofClintonMO.com](mailto:CMaggi@CityofClintonMO.com)

## OVERVIEW

The City of Clinton (the "City") is seeking proposals from firms interested in providing financing for the purchase of a **Fire Department Pumper Truck and Additional Equipment**.

The funding source for the project is:

- ¼% Fire Protection Sales Tax

The tax was approved on April 4, 2017. It became effective October 1, 2017 and will terminate September 30, 2037. The tax does not include authorization for bonds. The City will consider financing proposals through a municipal lease, Certificates of Participation (COPs) or other funding mechanisms that allow for an annual appropriation. Project costs are estimates.

City prefers financing for ten (10) years, but will consider other options.

## PROJECT INFORMATION

### **Fire Department Vehicle**

- City executed a purchase order with Rosenbauer Minnesota, LLC, on November 19, 2019, for the purchase of a pumper truck.
  - Agreed to purchase price of \$612,027.00: February 11, 2020.
  - City made 10% down payment of \$61,202.70: February 11, 2020.
  - City anticipates a cost savings of at least \$10,825.00 by making down payment and one (1) progress payment.
- Estimated amount to be financed for Pumper Truck: \$540,000
  - Est. progress payment of \$250,858.00: September 1, 2020 (est.)
  - Est. final payment of \$289,142.00: December 1, 2020 (est.)

### **Fire Department Equipment**

- City will purchase additional equipment for the Pumper Truck, from multiple vendors, such as but not limited to:
  - Extrication tools (spreaders, cutters, rams)
  - Rescue saw
  - Rescue stabilizer struts
  - Self-contained breathing apparatus
  - Generator
- Purchases to begin as soon as financing is secured.

## PROPOSAL INFORMATION

The following information is to be included in the respondent's proposal:

1. Financing proposal: Identify all pertinent terms of the financing package, such as but not limited to: amount to be financed, duration of financing, interest rates, frequency of payments and fees.
2. Experience with financing public entity projects: Indicate your firm's experience with municipal leases, certificates of participation (COPs) or other comparable finance mechanisms.
3. Personnel: Provide information regarding the personnel who will be involved in the project.
4. Description of Firm: Provide a brief description of your firm, including departments or services that are relevant to this project.
5. References: Provide at least three (3) references for comparable projects.
6. Proposal copies: Respondents shall submit five (5) hard copies and a digital copy to Christy Maggi, 105 E. Ohio, Clinton MO 64735, [cmaggi@cityofclintonmo.com](mailto:cmaggi@cityofclintonmo.com).

## SELECTION PROCESS

The selection process will be based on the responses to the Request for Proposals and proposal review sessions. The City of Clinton Finance Committee and City Administrator will evaluate the proposals. Firms may be contacted for additional information or invited to an interview.

Proposals will be evaluated, primarily, on the financing package, prior experience and the personnel assigned to this project. The City reserves the right to waive any irregularities or technicalities in any proposal.

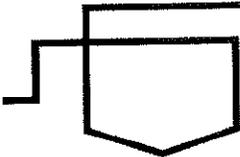
The Finance Committee will make a recommendation to the City Council. The City reserves the right to award the project to the firm that will best serve the needs of the City. The award will not necessarily be made to the firm with the lowest fee.

## EXECUTION OF DOCUMENTS

Execution of the attached *Lease Purchase Agreement* and *Account Control Agreement* will be required for this project.

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Questions should be directed to Christy Maggi, 660-885-6121 or [cmaggi@cityofclintonmo.com](mailto:cmaggi@cityofclintonmo.com).



**Government Leasing and Finance, Inc.**

July 27, 2020

City of Clinton, MO

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.

Lessee: *City of Clinton*

Equipment: Fire truck and various equipment

Expiration: *September 22, 2020*

Proposed Structure and Payment Options:

Cost	Interest Rate	Payment	Factor	Pmts / Yr	Term	Adv / Arr
<b>600,000.00</b>	<b>1.62%</b>	<b>65,474.81</b>	<b>0.1091247</b>	<b>1</b>	<b>120 Months</b>	<b>Arrears</b>

Notes: There are no fees associated with this offer, including a U.S. Bank, N.A. escrow account. Prepayment is permitted after 12 months at the break funding cost or 103% of remaining principal, as decided by the lessee.

Documentation: USBGLF has entered into lease purchase transactions with the City in the past. We propose utilizing the same form of documentation as used previously. This would be schedule 2 to the 2018 Master Lease agreement.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

*Tasha Barreau*

Tasha Barreau  
Vice President

P: 303.330.4160

Email: [tasha.barreau@Usbank.com](mailto:tasha.barreau@Usbank.com)



## Payment Table

Assumes lease commencement date of August 28, 2020

Totals				
	654,748.11	600,000.00	54,748.11	0.00
<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Prepayment Balance</u>
28-Aug-2021	65,474.81	55,754.81	9,720.00	560,572.54
28-Aug-2022	65,474.81	56,658.04	8,816.77	502,214.77
28-Aug-2023	65,474.81	57,575.90	7,898.91	442,911.59
28-Aug-2024	65,474.81	58,508.63	6,966.18	382,647.70
28-Aug-2025	65,474.81	59,456.47	6,018.34	321,407.54
28-Aug-2026	65,474.81	60,419.66	5,055.15	259,175.29
28-Aug-2027	65,474.81	61,398.46	4,076.35	195,934.87
28-Aug-2028	65,474.81	62,393.12	3,081.69	131,669.96
28-Aug-2029	65,474.81	63,403.89	2,070.93	66,363.96
28-Aug-2030	65,474.81	64,431.03	1,043.78	0.00



## Experience:

U.S. Bancorp Government Leasing and Finance (USBGLF) is a subsidiary of U.S. Bancorp established to provide equipment financing to state and local governments. USBGLF's team of professionals provides market experience and expertise from pricing and underwriting, to documentation and funding. USBGLF provides customized structures and payment plans to meet a full range of government requirements. U.S. Bank has been providing equipment financing for over 40 years. We've been under the USBGLF name for nearly 10 years. Our current portfolio is over \$1 Billion in assets. We've worked with thousands of municipal customers across the country, including many within the State of Missouri.

## Personnel:

Marybeth Harper, Local Community Bank Business Relationship Manager

[Marybeth.harper@usbank.com](mailto:Marybeth.harper@usbank.com)

P: 660.429.4512

Tasha Barreau, VP Sales

[Tasha.barreau@usbank.com](mailto:Tasha.barreau@usbank.com)

P: 303.330.4160

Kevin Jaramillo, Operations, documentation and funding

[Kevin.jaramillo@usbank.com](mailto:Kevin.jaramillo@usbank.com)

P: 303.585.4079

## Description of Firm:

U.S. Bancorp is headquartered in Minneapolis, Minnesota. We are a diversified financial service holding company with \$446 billion in assets (as of January 24, 2018) and the parent company of U.S. Bank National Association, the nation's fifth-largest commercial bank.

Our 70,000 U.S. Bank employees come together to serve 18.6 million consumer, business and institutional customers through our four core lines of business: Payment Services, Consumer and Small Business Banking, Wholesale Banking and Commercial Real Estate, and Wealth Management and Securities Services. Through these powerful lines of business, we offer a comprehensive suite of banking, investment, mortgage, trust and payments products.

We are a leader in the banking industry. Our outstanding track record of financial performance coupled with our sound ethical business practices have earned us the honor of being named *Fortune's* 2020 "most admired superregional bank" for the tenth-consecutive year, and an Ethisphere Institute 2020 World's Most Ethical Company® for the sixth consecutive year.



Beyond the advantages of U.S. Bank's financial strength and stability, U.S. Bank is unique in that we have a division dedicated to the public-sector market. Our Government Banking Division (GBD) is a specialized business unit within the Bank committed exclusively to state and local government. Our GBD Team is comprised of individuals with vast amounts of state and local government experience along with substantial banking knowledge.



References:

City of Lebanon, MO  
Kat Gill, Director of Finance  
[kgill@lebanonmo.org](mailto:kgill@lebanonmo.org)  
P: 417.991.2324

City of Springfield, MO  
David Holtmann, Director of Finance  
[dholtmann@springfieldmo.gov](mailto:dholtmann@springfieldmo.gov)  
P: 417.864.1632

City of Troy, MO  
Linda Flinn, Treasurer  
[linda@cityoftroymissouri.com](mailto:linda@cityoftroymissouri.com)  
P: 636.462.7610





BANK  
MEMBER FDIC

July 28, 2020

To: Christy Maggi, City of Clinton Administrator

From: David Garnett, Hawthorn Bank, President West Central Region

Re: Fire Department Pumper Truck and Additional Equipment Financing Proposal

Hawthorn Bank is pleased to offer a proposal for the financing of the newly ordered Fire Department Pumper Truck and Additional Equipment. It is understood that the funding will occur in two payments, approximately \$251,000 around the 1<sup>st</sup> of September of 2020 and the balance around the 1<sup>st</sup> of December 2020. An additional amount for miscellaneous equipment will be paid beginning shortly after funds become available. Payments will be sourced from the Fire Protection Sales Tax approved by Clinton voters in April 2017.

Hawthorn Bank has financed municipality purchases of equipment and support organization construction financing throughout the state of Missouri. The most common form of long term financing is through municipal bonds however the annual reauthorization of debt is acceptable as well.

The direct contacts for this project from the bank will include David Garnett, Regional President and Beth Webber, Senior Credit Officer. Both have long history with the bank and the community.

Hawthorn Bank is based in Missouri and has been in the Clinton community since the 1930's. While growing through several mergers to expand to \$1,300,000,000 in assets and multiple locations Hawthorn retains its significant local presence in both depository and lending to support the area.

Locally we have worked with the 911 Emergency Services group as well as being the depository for Clinton for a number of years and acting depository for several of the other smaller townships throughout West Central Missouri.

Our proposal allows the City to specify within each one year term the remaining amortization schedule and frequency of payments, while it is assumed the plan is to pay it off in 10 years we are offering the flexibility to extend that amortization if needed due to unforeseen changes in the sales tax collections. Additionally it is assumed that the City would prefer to pay monthly however we are offering to have payments made at least semi-annually should that be a benefit to the city based on variation in the monthly collections that would make straight monthly payments difficult.

Hawthorn Bank has no objections to executing the agreement proposed for the lease purchase financing provided as part of the RFP package. The bank has priced the debt competitively with a single origination fee regardless of the number of cycles that will be required to fully repay the note.

**Hawthorn Bank offers financing in one of the following terms;**

**Option One – City prefers to have market rate earnings on the required deposit**

One year maturity lease.

Payment amortization schedule of the remaining outstanding balance to be fully paid no later than December 31, 2033 during each term.

Payments will be made at least semi-annually.

City of Clinton will place a deposit on account with Hawthorn Bank for the outstanding balance of the loan at the beginning of each term and maintain the deposit through that term. Hawthorn Bank will pay the City of Clinton a variable interest rate on the deposit equal to the upper bound of the Fed Funds rate adjusting monthly. Hawthorn Bank will collateralize the deposit as required for public funds.

Hawthorn Bank will charge a variable interest rate on the loan at a rate equal to the upper bound of the Fed Funds rate plus 2.58% adjusting monthly.

City of Clinton will pay a one-time origination fee of \$1500.

Hawthorn Bank will have a first security interest in the truck through the life of the loan. The City will carry insurance for at least the remaining balance through the life of the loan.

Hawthorn Bank will execute the Lease Purchase agreement proposed by the City of Clinton.

For your awareness I've included the Fed Funds rate over the last ten years.

**Option Two – City prefers to have fixed financing rate through the life of the note**

One year maturity lease.

Payment amortization schedule of the remaining outstanding balance to be fully paid no later than December 31, 2033 during each term.

Payments will be made at least semi-annually.

City of Clinton will place a deposit on account with Hawthorn Bank for the outstanding balance of the loan at the beginning of each term and maintain the deposit through that term. Hawthorn Bank will pay the City of Clinton a fixed interest rate on the deposit equal to 0.10%. Hawthorn Bank will collateralize the deposit as required for public funds.

Hawthorn Bank will charge a fixed interest rate on the loan at a 2.68% until fully paid.

City of Clinton will pay a one-time origination fee of \$1500.

Hawthorn Bank will have a first security interest in the truck through the life of the loan. The City will carry insurance for at least the remaining balance through the life of the loan.

Hawthorn Bank will execute the Lease Purchase agreement proposed by the City of Clinton.

Month/Day	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Jan-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	0.50%-0.75%	1.25%-1.50%	2.25%-2.50%	1.50%-1.75%
Feb-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	0.50%-0.75%	1.25%-1.50%	2.25%-2.50%	1.50%-1.75%
Mar-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	0.50%-0.75%	1.25%-1.50%	2.25%-2.50%	1.50%-1.75%
Apr-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	0.75%-1.00%	1.50%-1.75%	2.25%-2.50%	0.00%-0.25%
May-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	0.75%-1.00%	1.50%-1.75%	2.25%-2.50%	0.00%-0.25%
Jun-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	0.75%-1.00%	1.50%-1.75%	2.25%-2.50%	0.00%-0.25%
Jul-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	1.00%-1.25%	1.75%-2.00%	2.25%-2.50%	0.00%-0.25%
Aug-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	1.00%-1.25%	1.75%-2.00%	2.00%-2.25%	
Sep-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	1.00%-1.25%	2.00%-2.25%	1.75%-2.00%	
Oct-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	1.00%-1.25%	2.00%-2.25%	1.50%-1.75%	
Nov-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	1.00%-1.25%	2.00%-2.25%	1.50%-1.75%	
Dec-1	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.00%-0.25%	0.25%-0.50%	1.00%-1.25%	2.00%-2.25%	1.50%-1.75%	



TO: Mayor and City Council members

FROM: Christy Maggi *cm*  
City Administrator

DATE: July 31, 2020

REF: WWTP  
DRAFT agreement for operations and management services

On Monday, July 27, I met with Bart Downing, AWR Director of Business Development, to begin discussions regarding the feasibility of entering into an agreement for operations and management services at the WWTP. Attached is a DRAFT of an agreement, to assist us as we begin the discussions.

The first step in this process is to hone the Scope of Services, Section 5, beginning on page 4. This is where we identify what we would want AWR to do. There are no fees proposed in the DRAFT. All fees would be established based on an approved Scope of Services.

AWR has already reviewed the funds associated with the Wastewater Dept. This information is available on the City's website. After the 7/27 meeting, I provided AWR with detailed expense information for selected line items in the current operating budget.

Also enclosed is information that AWR provided to me: 1) AWR Summary of Employee Benefits and 2) detailed information about the Employee Benefits Plan, for the current year. Related to this topic, the DRAFT agreement addresses City of Clinton WW employees in Section 5.9 (page 6).

**PROFESSIONAL OPERATING SERVICES  
AND MANAGEMENT AGREEMENT**

THIS AGREEMENT made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between the City of Clinton, Missouri, (hereinafter referred to as "City") and ALLIANCE WATER RESOURCES, INC., a Missouri corporation (hereinafter referred to as "Alliance").

WITNESSETH:

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

WHEREAS, City is desirous of retaining Alliance to perform management, operation and maintenance services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which hereby is acknowledged, City and Alliance hereby agree as follows:

1. INTRODUCTION

- 1.1 The foregoing recitals are adopted as part of this Agreement.
- 1.2 This Agreement shall supersede and nullify, as of the effective date hereof, any and all prior agreements, amendments to agreements offers, service fees, quotations, and estimates between the parties with respect to the management, operation and maintenance of City's System (as that term is defined herein).
- 1.3 This Agreement, including any and all Appendices, Addenda, and Amendments hereto, constitutes the entire Agreement between City and Alliance with respect to the management, operation and maintenance of City's System.

2. DEFINITIONS

- 2.1 "Benefit Plans" shall mean employee benefit programs such as health insurance, group life insurance, and paid vacation periods normally included as part of Alliance's employees' overall compensation package.
- 2.2 "Duly Authorized Representative" shall mean such person, designated by either party by written notice to the other, as specific representative of the designating party in connection with performance of this Agreement.
- 2.3 "Certified Operators" shall mean water and/or wastewater systems operation personnel who have met the applicable licensing requirements of the State of Missouri.
- 2.4 "Capital Expenditures" shall mean any expenditure for equipment items, the installation of which materially extends service life, or for replacements, or which are considered capital expenditures in accordance with generally accepted accounting principles, or which are non-routine types of expenditures on an annual basis, or expenditures which the City has planned or budgeted as capital expenditures.
- 2.5 "Operating Expenses" shall mean costs of every kind and nature that Alliance shall determine necessary to pay or to become obligated to pay because of, or in connection with, the management, operation and maintenance of the Wastewater System.
- 2.6 "Maintenance Expenditures" shall mean those Operating Expenditures incurred by Alliance to perform routine or repetitive activities required or recommended by the equipment or plant item manufacturer, or Alliance, to maximize the service life of the equipment or plant item.
- 2.7 "Equipment, Vehicle or Facility Repair Expenditures" shall mean those Operating Expenditures for labor, materials and subcontractors incurred by Alliance to perform those non-routine or non-repetitive activities required for operational continuity, safety and performance and which generally arise upon failure of equipment, a vehicle, or the facility, or some component thereof.

- 2.8 "Base Fee" shall mean management fee and direct costs plus administrative overhead expense where direct costs shall include labor, materials, supplies, equipment, subcontractor expense or operating expense of any kind necessary to operate and maintain the Wastewater System in accordance with the Scope of Services as defined in this Agreement.
- 2.9 "Repair Limit" is defined as the total dollar amount that Alliance will be responsible for in a twelve-month period relating to Maintenance Expenditures and Equipment, Vehicle or Facility Repair Expenditures. City is responsible for all such expenditures that exceed the Repair Limit. If repair costs are less than the annual Repair Limit, Alliance will refund to the City the difference.
- 2.10 "Chemical Limit" is defined as the total dollar amount that Alliance will be responsible for in a twelve-month period relating to Chemical Expenditures. City is responsible for all such expenditures that exceed the Chemical Limit. If Chemical costs are less than the annual Chemical Limit, Alliance will refund to the City the difference.
- 2.11 "Wastewater System" shall mean the facilities owned by City including additions, replacements and improvements to such systems as described in Section 3 of this Agreement.
- 2.12 "Customer" is defined as any person, persons, firm, corporation or partnership using or allowing the use of sewer service(s) provided by City.
- 2.13 "Wastewater Services" means the provision by City of sewer services to its customers.

### 3. WASTEWATER SYSTEM

- 3.1 The Wastewater System to be managed, operated and maintained by Alliance shall consist of the wastewater treatment, sewer collection, and compost facility owned by the City including but not limited to wastewater treatment plant and collection system. It shall include additions, replacements and improvements to such systems.

3.2 Wastewater System shall include all physical property, whether real, personal or mixed, comprising such systems, the land thereunder owned or leased by City or other City or municipal owned wastewater system contracting with City for services and easements and rights of way.

4. OWNERSHIP

4.1 Wastewater System shall remain the property of City.

4.2 All additions, replacements and improvements to Wastewater System, and extensions thereof, shall be and remain the property of City as installed.

5. SCOPE OF SERVICES

5.1 Subject to the terms and conditions of this Agreement, Alliance shall provide twenty-four hour, seven (7) days per week management, operation and maintenance services and shall bear the cost of such operating services as necessary to enable City to provide wastewater and compost services to its customers.

5.2 Within the design capacity and capability of the Wastewater System, Alliance shall operate and maintain the Wastewater System to meet the requirements of the Missouri Department of Natural Resources, and any other governmental entity or agency having regulatory control over the Wastewater System.

5.3 All services hereunder shall be in accordance with sound management, accounting and engineering principles and the law.

5.4 Alliance shall not be responsible for payment of extraordinary utility system and equipment maintenance, repair or replacement expenses.

Extraordinary expenses shall be defined as costs in excess of the maximum annual Repair Limit as specified herein. In addition, any unbudgeted individual project repair costs in excess of \$1000 shall be considered extraordinary.

In the event that any extraordinary expenses should occur, City shall be promptly notified and shall be provided with an accounting of such expenses. Any extraordinary expenses must be approved by City in advance and payment thereof shall be the responsibility of City.

5.5 Alliance shall maintain documentation of routine maintenance as to how that such maintenance was performed in accordance with manufacturer's specifications. A duly authorized representative of City shall have the right to inspect these records during regular business hours. Maintenance shall not include repair resulting from flood, fire or other extraordinary occurrences customarily not encountered in the operation and maintenance of the Wastewater System.

5.6 Except as stated in Section 5.7, Capital Expenditures are not included in the scope of Alliance's services under this Agreement. All capital expenditures shall be the responsibility of City, and if to be performed by Alliance, shall be the subject of a separate agreement and paid for by City.

5.7 Notwithstanding Section 5.6, Alliance shall make emergency Capital Expenditures if such expenditures are necessary to continue operation of the Wastewater System so as to provide adequate service, and prior approval of City reasonably cannot be obtained. City shall reimburse Alliance for such emergency Capital Expenditures in accordance with Section 7.

5.8 The following expenditures are specifically excluded from Alliance's scope of work and payment obligations:

- a. Capital Expenditures, except those described in Section 5.7
- b. Changes in scope of work which would have the effect of increasing Alliance's payment obligations, except as otherwise mutually agreed upon by Alliance and City.
- c. Flood and fire damages.
- d. Property damage, liability, and director's liability insurance.

- e. City expenses including electric, gas, telephone, water and sewer, SCADA, circuit communications and alarm expenses. (Cell phone and internet expenses excluding those related to SCADA are included in Alliance's Base Fee.)
- f. Excavations and repairs made by contractors for extraordinary or routine maintenance of sewer mains and appurtenances.
- g. Professional services including but not limited to legal, accounting and design engineering services.
- h. Extraordinary maintenance and repair services necessary to restore newly acquired facilities to reasonable operating condition.
- i. Personal property or other taxes.
- j. Extraordinary maintenance repair or equipment replacement expense as specified in Section 5.4 or as otherwise provided for in the annual City budget.
- k. Wholesale wastewater treatment charges or water purchase expenses.
- l. All office and field services building expense including but not limited to rent, utilities and maintenance expense.
- m. Directors' compensation.

5.9 Alliance will staff Wastewater System with sufficient numbers of State Wastewater Certified Operators experienced in Wastewater System operation and maintenance to meet regulatory requirements and shall provide personnel to oversee repairs and maintenance performed by city paid contractors.

Alliance will offer "at will" employment to the City's current employees if they meet Alliance's employment eligibility requirements including the passing of a pre-employment drug screen, criminal background check and motor vehicle record check (for those employees driving

Alliance or City's vehicles) Alliance's Benefit Plan will be available to those hired employees on the first day of employment by Alliance.

- 5.10 Alliance has the right to use subcontractors and consultants to satisfy its obligations under this Agreement.
- 5.11 City at any time may request Alliance to perform additional services which are outside the Scope of Services under this Agreement. Alliance shall invoice such services to City at actual cost plus 10%. City shall pay such invoices in accordance with Section 7.
- 5.12 Alliance shall develop, maintain and implement if need be, an Emergency Response Plan for the Wastewater System in compliance with applicable regulations.
- 5.13 Alliance shall work cooperatively with and provide records and all other necessary pertinent information to City's Legal Counsel.
- 5.14 Alliance shall direct the work of any of the City's real estate and easement acquisition agents, work cooperatively with the City's engineers and Legal Counsel for the purposes of obtaining sewer easements, property acquisitions and other real estate needs as determined necessary by City.
- 5.15 Alliance shall develop and prepare annual budgetary proposals and recommendations for City's consideration and perform other financial work as directed by City.
- 5.16 Alliance shall prepare or assist in the preparation of governmental, official and customer correspondence including monthly, quarterly or annual reports, develop and prepare press releases, provide other information and educational materials as deemed necessary or appropriate to help perform City's public purpose.

## 6. COMPENSATION

- 6.1 City shall pay Alliance an Annual Base Fee of \$\_\_\_\_\_ (\$\_\_\_\_\_ per month) for services rendered as described in the Agreement for the first year of service, pro-rated to coincide with the City's annual budget year.

This monthly base fee is a fixed monthly base fee for the first year of service and includes a \$\_\_\_\_\_ Repair Limit and a \$\_\_\_\_\_ Chemical Limit as described in this agreement.

- 6.2 The Base Fee, Repair Limit, and Chemical Limit shall be subject to renegotiation at the end of the first year of service and annually thereafter and thus may be revised with the written consent of both parties. In the event that the parties fail to agree, the Base Fee, Repair Limit, and Chemical Limit shall be adjusted in proportion to the change in the Consumer Price Index for all urban consumers (U.S. City Average) in the most recent twelve (12) month period prior to the time of renegotiation as published by the U.S. Department of Labor. Such increase shall not be less than 3% and not more than 8% unless otherwise agreed upon.
- 6.3 The Base Fee, Repair Limit, and Chemical Limit shall be subject to renegotiation due to any substantial change in the costs of Wastewater System operation and maintenance, including but not limited to changes in flow, customer accounts, monitoring or reporting requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.
- 6.4 In the event that a change in the Scope of Service provided by Alliance occurs, and is mutually agreed upon with City, Alliance and City will negotiate a commensurate adjustment in compensation. All compensation adjustments resulting from changes in the Scope of Services provided by Alliance shall be retroactive to the date the new or increased level of service is first provided.

## 7. PAYMENT OF COMPENSATION

- 7.1 The compensation described in Section 5 shall be payable monthly and shall be due and payable on the first of the month for which services were rendered.
- 7.2 All other compensation due Alliance from City shall be due upon receipt of Alliance's invoice and payable within thirty (30) days.
- 7.3 City shall pay interest at the rate of nine percent (9%) per annum on compensation not paid when due, or payments of invoices not paid

within thirty (30) calendar days. Interest shall commence on the due date.

8. INDEMNITY, LIABILITY AND INSURANCE

8.1 Alliance shall indemnify, save harmless and defend City from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which City may incur, pay in settlement, or become responsible for as result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Alliance's material breach of any term of this Agreement, or any negligent or willful act or omission of Alliance, its employees, or subcontractors in the performance of this Agreement.

City shall indemnify, save harmless and defend Alliance from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorney's fees, which Alliance may incur, pay in settlement, or becoming responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to City's material breach of any term of this Agreement, or any negligent or willful act or omission of City, its employees, or subcontractors in the performance of this Agreement.

City and Alliance shall each provide the other with prompt and timely written notice of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity which exists to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

8.2 Alliance shall be liable for fines or civil penalties imposed by regulatory agencies for violation of the City's NPDES permits or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Alliance negligence or willful conduct. Alliance shall be given full authority to contest such violations and City shall assist Alliance in such

proceedings. Except to the extent caused by Alliance's negligence, willful conduct, or breach of its obligations under this Agreement, Alliance shall not be responsible for fines or penalties or any other liability if influent characteristics exceed Facility design parameters, influent contains biologically toxic substances, non-treatable substances or the Facility is inoperable due to circumstances beyond Alliance's control (See Exhibit B).

8.3 Alliance's liability under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of the Facility. Alliance shall not be responsible for damages caused by any defects or flaws inherent in the Wastewater System as it exists prior to Alliance beginning operations. Additionally, Alliance shall not be responsible for such damages in the event that Alliance has notified City of any defects and City fails to authorize appropriate corrective action. Alliance and the City agree that throughout the life of this Agreement any and all damage claims related to the Wastewater System shall continue to be processed and resolved in accord with current City practice.

8.4 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit A. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facility and shall provide the other party with satisfactory proof of insurance upon written request.

## 9. TERM AND TERMINATION

9.1 This Agreement shall become effective on the \_\_\_\_ day of \_\_\_\_\_, 2020 and shall remain in effect through the \_\_\_\_ day of \_\_\_\_\_, 2025, subject to annual appropriation of funds by City. If City appropriates funds for operation and/or maintenance of the City System this Agreement shall remain in force and effect.

9.2 This Agreement shall be automatically renewed for successive terms of five (5) years each unless notice of cancellation is given by either party no less than ninety (90) days prior to date of expiration

9.3 This Agreement may be terminated by either party for breach of contract terms by the other. Such right of termination shall be in

addition to any other claims or remedies either party may have against the other at law or in equity.

- 9.4 Such termination shall be effected as follows: The party declaring a breach shall give the other written notice of the breach and sixty (60) days from the date of notice to cure. In the event the other party fails to cure within that period, the party serving notice may elect to terminate and shall give written notice of its election to terminate effective not more than ninety (90) days after the date of the notice of election to terminate.
- 9.5 If a breach is claimed by Alliance over a disputed invoice or payment, Alliance will, at Alliance's option, continue to perform under the Agreement subject to resolution of the dispute by a court or agency of competent jurisdiction, provided either party initiates such action within the sixty (60) day cure period.

## 10. LABOR

- 10.1 In the event labor stoppages by employee groups or unions (i.e., picketing) cause a disruption in Alliance's employees entering and working on the Wastewater System, Alliance, at its own option, may seek appropriate injunctive court orders or temporary, additional, qualified personnel. During the labor dispute, Alliance shall operate the Wastewater System on a best efforts basis until labor relations are normalized.
- 10.2 The parties recognize that the State of Missouri has a prevailing wage law. The City is responsible for enforcement of such law. Accordingly, if the City fails to provide a wage order, or otherwise fails to request that a project be performed under prevailing wage laws for the State of Missouri, and there is a subsequent finding by the Missouri Department of Labor that the project, in whole or in part, should have been performed under the prevailing wage laws of the State of Missouri, the City will indemnify and hold harmless Alliance for all damages assessed against Alliance for the alleged failure to follow such prevailing wage provisions.

11. EXTRAORDINARY CIRCUMSTANCES

- 11.1 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made extraordinarily difficult, or costly, due to any unforeseeable occurrences beyond its reasonable control, including, but not limited to, fire, abnormal flooding, riot, war, sabotage, governmental laws, ordinances, rules or regulations, except that Alliance will be responsible for failure to perform as a result of governmental action based on Alliance's failure to comply with rules, regulations and laws pertaining to the Wastewater System; inability to obtain electricity or other type of power, cessation of transportation, and other similar contingencies.
- 11.2 The party claiming inability to perform hereunder shall notify the other party immediately by verbal communication and in writing by certified mail, return receipt requested, of the nature and extent of the contingency within fourteen (14) days after its occurrence.
- 11.3 A declaration of inability to perform under this contract by either party does not relieve the parties from obligations not affected by the conditions claiming inability under this provision of the Agreement.

12. FUTURE CONSTRUCTION

- 12.1 Alliance, along with City and City's designated Consulting Engineering firm, will work together to maintain accessibility and minimize disruption and outages to the existing Wastewater System when future improvements are under construction.
- 12.2 Alliance will work with City and City's consulting engineer(s) and contractor(s) to coordinate activities. In the event a critical piece of equipment or plant must be taken out of service, a plan shall be developed and approved by all parties ten (10) working days prior to the scheduled outage, and addressing the impact on plant operations, length of outage, and methods of removing and reactivating the equipment to full service. City shall pay all extra costs associated with said equipment outage. Alliance shall not be responsible for regulatory violations due to such interruptions.
- 12.3 In the event City's contractor or subcontractor causes damage to the Wastewater System, Alliance shall immediately notify City's duly

authorized representative and shall take all actions necessary to minimize further damage.

12.4 City, or Alliance on behalf of City, shall direct the contractor to complete all repairs within a reasonable time. In the event that contractor does not make the repairs in a timely and reasonable manner, Alliance shall notify contractor and City of such failure to repair, and if work is not initiated immediately to effectuate such repair, within forty-eight (48) hours of such notice, Alliance shall, with City's consent, make said repairs, and recover costs of the repairs from City.

13. AMENDMENTS

13.1 This Agreement may be modified only by written amendment signed by both parties.

14. WAIVER

14.1 A waiver on the part of either party of any term, provision, or condition of this Agreement shall not constitute precedent, nor bind either party to a waiver of any succeeding breach of the same or any other term, provision, or condition of this Agreement.

15. APPLICABLE LAW

15.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

16. ASSIGNMENT

16.1 This Agreement shall be binding upon and endure to the benefit of the respective successors and assigns of each of the parties hereof.

17. HEADINGS

17.1 Section headings used in this Agreement are inserted for convenience of reference only and shall not affect the content of its various provisions.

18. NOTICE

18.1 All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, as follows:

On City: City of Clinton  
105 E. Ohio Street  
Clinton, MO 64735

On Alliance: Alliance Water Resources, Inc.  
206 South Keene Street  
Columbia, MO 65201

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be herewith affixed and attested by their respective officers having custody thereof the day and year first above written.

CITY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk

ALLIANCE WATER RESOURCES, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

A.1 Alliance shall maintain:

1. Statutory Worker's Compensation Insurance for all Alliance employees at the City as required by law.
2. Comprehensive or commercial general liability insurance for bodily injury and/or property damage as follows:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000
Umbrella Aggregate	\$4,000,000

A.2 Each Party:

1. Shall maintain adequate property insurance for its equipment and real and personal property, including but not limited to extended coverage.
2. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$1,000,000 per occurrence.

A.3 City agrees:

1. To file sewer backup claims with their insurance carrier.
2. Alliance will assist the City to provide information and documentation to support or deny the settlement of claims by the City's insurance carrier.

## EXHIBIT B

### FACILITY CHARACTERISTICS

#### WASTEWATER TREATMENT FACILITY

- B.1 Alliance shall not be responsible for fines or penalties or any other liability if there are limitations in the collection system design or plant design which limit adequate collection or treatment, or if the wastewater influent exceeds facility design parameters including maximum daily and instantaneous flow, does not contain adequate nutrients, contains biologically toxic substances, or the Facility is inoperable due to circumstances beyond Alliance's control.
- B.2 Alliance liability regarding payment of fines, penalties or any other related liability is restricted to effluent limitations established in existing **NPDES Permit No MO- 0097390** effective **June 1, 2018**. In the event that effluent limitations are revised in subsequent NPDES permits, Alliance shall have the right to renegotiate the terms of Sections 5, 6 and 7 in the Agreement by giving notice to the City within forty-five (45) days after the effective date of the revised permit.

# Alliance Water Resources Summary of Employee Benefits

## TIME-OFF BENEFITS

### DETAILS

1-3 years	4 years	5 years	6 years	7 years	8-11 years	12-14 years	15-16 years	17-18 years	19-20 years	21-22 years	23-24 years	25 or more years	25 days
10 days	11 days	12 days	13 days	14 days	15 days	17 days	20 days	21 days	22 days	23 days	24 days	25 days	

## Vacation

- 1/2 day per month (6 days per year) - May be used for immediate family  
 - Quarterly conversion of sick to vacation at 1:1 for accruals over 250 hours

- Maximum accrual of 250 hours

## Sick Leave

- Up to 2 days per year (16 hours) - To be used by December 31st of each year

## Personal Days

- New Year's Eve (1/2 day) - Martin Luther King, Jr. Birthday - Independence Day  
 - New Year's Day - Memorial Day - Labor Day

- Thanksgiving Day - Christmas Eve (1/2 day)  
 - Day after Thanksgiving - Christmas Day

## Holidays

- Up to 10 days per year

## July Duty

- Up to 3 days

## Rejuvenation Leave

### DETAILS

## PROFESSIONAL DEVELOPMENT

All employees are eligible. Employees are provided with training resources, including on-the-job experiences, to prepare them for the certification requirements. All employees who obtain certification of competency or who upgrade the level of an existing certification receive a bonus for each new or upgraded certification as follows:

Level	A / IV	B / III	C / II	D / I and Certified Office Professional
Bonus	\$250	\$200	\$150	\$100

## Employee Training Program

Supervisors: Supervisors receive training on company policies and a wide range of supervisor skills including performance management, coaching, and interviewing and hiring.

Technical: Employees receive job-related training on industry topics of water and wastewater operations and maintenance, including certification test preparation, electrical classes, Confined Space, Trenching/Shoring, and OSHA. Classes are designed to support operator certification and re-certification.

### DETAILS

## DIRECT DEPOSIT

- Deposit of paycheck automatically into designated checking or savings account  
 - More than one account may be used

- Allow at least two pay periods for direct deposit to activate

This overview describes some of the highlights of our benefit plans. Most benefits are available to employees after completing the 90-day orientation period. The details of the benefits are contained in official plan documents. If there are any differences between this overview and the terms of an official plan document, the plan document will govern. Alliance Water Resources, Inc. reserves the right to terminate or change the benefit plans in any way, at any time.







## Employee Benefits Plan January 1, 2020 to December 31, 2020

### Important Contacts at Sundvold Financial

Phone: 573-443-1000; Fax: 573-443-8888

**Kelly Williams—DEDICATED SERVICE REP**  
kellyw@sundvold.com; ext 208

**Jamie Cunningham—CLAIMS SPECIALIST**  
jamiiec@sundvold.com; ext 207

**Tom Kayser—BENEFITS ADVISOR**  
tkayser@sundvold.com; ext 203

### Rules & Guidelines

#### Enrollment Periods

- **New Hire** – day following 90 days
- **Timely Enrollment** - Enrollment forms must be completed, signed and returned to your employer within 30 days of your effective date of coverage.
- **Special Enrollment/Qualifying Event** - If you or your dependents experience a life event during the year such as marriage, birth, adoption or involuntary loss of coverage (spouse changing jobs, reaching dependent age limit on parents plan, divorce, etc), **you have 30 days from the life event date to enroll in benefits.** Date of coverage due to a special enrollment/qualifying event will begin on the date of the event. **Enrollment forms must be completed, signed and returned to your employer within 30 days of the life event.** Failure to provide signed forms in a timely manner will result in benefits not being effective until open enrollment.
- **Annual Open Enrollment Period** – The annual open enrollment period is the 30 days prior to your group's renewal date. All enrollment forms must be completed, signed and returned to your employer prior to the renewal date. Renewal dates can be found listed at the top of this page or on the corresponding benefit pages.

#### Eligible Employees

An eligible employee is one who works an average of 30 hours or more per week defined by your employer and the affordable care act after satisfying any new hire waiting period, as specified above.

#### Eligible Dependents

An eligible dependent would include your legally married spouse, dependent children of you or your spouse or dependent children for which you or your spouse have legal guardianship of. Refer to each benefit on the following pages to determine dependent age limit for each benefit.

#### Coordination of Benefits – insured under more than one insurance plan

If you, your spouse and/or your children will be electing medical coverage AND will be enrolled by another insurance plan (spouse's employers plan, individual plan, Medicaid, Medicare due to age, Medicare due to disability, Tri-Care, VA Benefits, etc), **it is your responsibility to notify both insurance plans about the other coverage to determine appropriate coordination of benefits.** Each plan has certain coordination of benefits rules it must follow. If you have questions about who pays primary and who pays secondary per family member, please review your plan document available on the carrier websites or by contacting member services (number on the back of your ID cards). If your other enrollment is Medicaid, please contact your local Social Security office with questions.

If the other enrollment is Medicare, please review "Which insurance pays first" on [www.medicare.gov](http://www.medicare.gov). If you are employed by and employer with less than 20 employees, generally Medicare pays primary and the group plan pays secondary but you are required to be enrolled in Medicare part A and part B in order to receive full secondary benefit.

If your other coverage changes at any time, it is your responsibility to notify both plans of this change. Failure to do so will result in delayed or denied claims.

#### Medicare Part D Creditable Coverage Notice

Please refer to the notice at the end of this packet if you or your dependent(s) enrolled on this medical plan are currently Medicare eligible or close to Medicare eligibility. This would affect whether or not you would be subject to any penalties if you delayed enrollment in Medicare Part D when you become Medicare eligible.

Health Savings Account (HSA) Bank Account eligibility

*If you are enrolling in a high deductible health plan (HDHP) that is HSA compatible, it is your responsibility to determine if you are eligible open and to fund the HSA Bank Account. HSA accounts are tax free accounts you can fund to pay for out of pocket eligible medical expenses. You as the employee own this account, it is not owned by your employer. Enrollment in another plan that is not a HDHP or enrollment in Medicare, Medicaid, Tri-Care, VA Benefits or in a flexible spending account may limit you from being eligible to fund your HSA account. To determine if you are eligible to fund your HSA account or to learn more about the HSA accounts, you can refer to IRS Publication 969 ([www.irs.gov/pub/irs-pdf/p969.pdf](http://www.irs.gov/pub/irs-pdf/p969.pdf)). If you determine you are ineligible to fund your HSA account, this would include your money as well as any employer money they may have contributed. For information regarding eligible medical expenses, please refer to IRS Publication 502 ([www.irs.gov/pub/irs-pdf/p502.pdf](http://www.irs.gov/pub/irs-pdf/p502.pdf)).*

Women's Health and Cancer Rights Act

*Did you know that your plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema)? For more information on this coverage, contact member services (number on the back of your ID card).*

Newborn Act

*Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).*

Medicaid and Children's Health Insurance Plan (CHIP)

*If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your employer, your State may have a premium assistance program that can help pay for coverage. If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan. Once it is determined that you or your dependents are eligible for premium assistance, your employer must permit you to enroll in your employer plan (within 60 days of being determined eligible) if you are not already enrolled.*

COBRA General Notice

*This plan offers COBRA coverage, which is a temporary extension of coverage under the plan if you or your dependents lose eligibility for various reasons. For list of reasons or to find out more information about COBRA, please refer to the notice at the end of this packet.*

Marketplace Notice

*The Affordable Care Act (ACA) provides another way to purchase individual insurance through [www.healthcare.gov](http://www.healthcare.gov). Because this plan meets certain standards set by the ACA, neither you nor your dependents are eligible to purchase an individual plan through the Marketplace AND receive subsidies. For additional information, please refer to the New Health Insurance Marketplace Coverage Options and Your Health Coverage form at the end of this packet.*

Preventive Services

*Preventive care is defined as "care you receive to prevent illnesses or diseases". For a list of covered services, log into your member site with you medical carrier. If you truly want these services applied to your preventive visit, make sure you keep this visit and other medical care separate. If your provider bills the claim with a diagnosis code because you discussed other current conditions, medication refills, or other ailments, this may no longer be considered preventive care.*

IMPORTANT

*It is very important to keep your employer informed of any changes in address or other personal information for you and/or your dependents including beneficiaries for life insurance. Failure to do so may result in not enrolling timely or not receiving pertinent information that pertains to your insurance coverage.*

## **MEDICAL: Anthem BCBS**

Dependent age limit is to End of Month in which the dependent turns age 26.

Two medical options are available. Whichever plan you choose, you will be enrolled in that plan until the next open enrollment period. Please make an educated decision as to which plan will be best for you and/or your family.

**Network: Blue Access** ([www.anthem.com](http://www.anthem.com))

	<b>High Deductible Health Plan (HDHP) – HSA Compatible</b>	<b>PPO Plan</b>
<b>In Network (Individual/Family)</b>		
Calendar Year Deductible (individual/family)	\$3,000/\$6,000*	\$1,500/\$4,500
Coinsurance	0%	0%
Out of Pocket Max** (individual/family)	\$4,000/\$8,000*	\$4,000/\$8,000
Office Visit Co-pays	Deductible	\$25 (Primary Care) or \$50 (Specialist)
Live Health Online (Virtual Office Visit) <a href="http://www.livehealthonline.com">www.livehealthonline.com</a>	\$59 until deductible is met	\$10
Preventive Care	No cost to you (as long as billed by in-network provider as preventive)	
Urgent Care Co-pay	Deductible	\$75
Emergency Room Co-pay	Deductible	\$300 (facility fee) / Deductible (ER physician fee and other covered services)
Prescription Co-pays - Retail (Essentials 4 tier formulary) - <a href="https://www11.anthem.com/pharmacyinformation/">https://www11.anthem.com/pharmacyinformation/</a>	<b><i>Includes Preventive Rx Plus (Essential) – see attached flyer to determine which maintenance prescriptions can be covered at \$0.</i></b>	\$10 (tier one); \$35 (tier two); \$60 (tier three); 25% to \$350 max per script per month (tier four)
	<b><i>All other prescriptions, Deductible, then</i></b> \$10 (tier one); \$35 (tier two); \$75 (tier three); 25% to \$350 max per script per month (tier four)	
Prescription Co-pays –IngenioRx Mail Order (Essentials 4 tier formulary) – <a href="https://www11.anthem.com/pharmacyinformation/">https://www11.anthem.com/pharmacyinformation/</a>	<b><i>All other prescriptions, Deductible, then</i></b> \$25 (tier one); \$105 (tier two); \$225 (tier three); 25% to \$350 max per script per month (tier four)	\$25 (tier one); \$105 (tier two); \$180 (tier three); 25% to \$350 max per script per month (tier four)
<b>Out of Network (Individual/Family)</b>		
Deductible (individual/family)	\$9,000/\$18,000	\$4,500/\$13,500
Coinsurance	30%	50%
Out of Pocket Max (individual/family)	\$12,000/\$24,000	\$12,000/\$24,000

This is a high overview of each plan. Make sure to review the attached medical benefit summaries for additional details of plans.

\*On the High Deductible Health plan (HDHP) you pay the full price of the service (minus network discounts) for ALL services, including prescriptions (i.e. no co-pay). Once the deductible is met, you will only pay a co-pay for prescriptions. Prescription co-pays accumulate to the out of pocket maximum.

\*\*Out of Pocket Maximum includes deductible, coinsurance and ALL co-pays for both medical plans. Once the Out of Pocket is met all services are covered at 100%.

PLAN	HDHP/HSA		PPO Plan	
	Monthly Employee Premium	Per Pay Period Premium ***	Monthly Employee Premium	Per Pay Period Premium ***
Employee Only	\$34.59	\$17.30	\$41.97	\$20.99
Employee/Spouse	\$484.29	\$242.15	\$577.24	\$288.62
Employee/Child(ren)	\$415.11	\$207.56	\$506.11	\$253.06
Family	\$657.25	\$328.63	\$796.39	\$398.20

\*\*\* Premiums deducted from the 1<sup>st</sup> two pay periods of the month.

If you enroll in the HDHP, AWR will contribute **\$70 per month (\$840 per year) if enrolled as an employee only or \$170 per month (\$2,040 per year) if enrolled as an employee & spouse, employee & child(ren) or family** into your HSA bank account at Landmark Bank ([www.landmarkbank.com](http://www.landmarkbank.com)) or the financial institution of your choosing. *You will own the HSA account, so it is your responsibility to open the account if you want the contribution from AWR and if you want to contribute your own funds. Contributions to the Health Savings Account can be used to pay for medical expenses not covered by insurance such as deductibles, prescription co-pays, dental and vision services. For 2020 you can contribute up to \$3,550 if you are enrolled as employee only or up to \$7,100 if enrolled as a family through payroll deductions. If you are 55 year or older you can contribute an extra \$1,000. These limits include both employer and employee contributions together. YOU CAN NOT CONTRIBUTE TO A HSA and HCRA FSA in the same calendar year.*

### **DENTAL: Guardian**

Dependent age limit is to age 26.

Network ([www.guardianlife.com](http://www.guardianlife.com)): DentalGuard Pref – St. Louis

	In Network	Out of Network	
Calendar Year Deductible (Individual/Family)	\$50/\$150	\$50/\$150	Waived for Class I services
Calendar Year Max	\$1,500	\$1,000	
Class I: Preventive	100%	100%	Includes cleanings and oral exams (once every 6 months), x-rays, fluoride, sealants, etc
Class II: Basic	90%	80%	Includes fillings, general anesthesia, extractions, etc
Class III: Major	60%	50%	Includes root canal, crowns, scaling & root planing, dentures, etc

This is a high overview of the dental plan. Make sure to review the dental benefit summary for additional details of plans.

**For any claim you estimate will be more than \$300, it is recommended to do a PRE-DETERMINATION OF BENEFITS to get an estimated cost of service prior to the service being performed. You can either have your dental provider file this on your behalf or contact Guardian's customer service to request this service.**

	Monthly Employee Premium	Per Pay Period Premium ***
Employee Only	<b>Paid by AWR</b>	<b>Paid by AWR</b>
Family	<b>\$26.37</b>	<b>\$13.19</b>

\*\*\* Premiums deducted from the 1<sup>st</sup> two pay period of the month.

### **VISION: Guardian**

Dependent age limit is to age 26.

Network ([www.guardianlife.com](http://www.guardianlife.com) or [www.vsp.com](http://www.vsp.com)): VSP Signature network

Benefit	Frequency	In-Network Member Cost
Vision Exam	Every 12 months	\$10 co-pay
Lenses	Every 12 months	\$25 co-pay for lenses & frames (includes standard single, lined bifocal, lined trifocal & lenticular).
Frames	Every 24 months	\$120 allowance for frames of your choice and 20% off the amount over your allowance plus 30% off other cosmetic extras.
Elective Contact Lenses	Every 12 months	\$120 allowance for contact lens exam and 15% off professional fees for contact lenses & evaluation exam. (If you choose contact lenses you will be eligible for frames 24 months from the date the contact lenses were obtained).

This is a high overview of the Vision plan. Make sure to review the vision benefit summary for additional details of plans.

	Monthly Employee Premium	Per Pay Period Premium ***
Employee Only	<b>\$7.93</b>	<b>\$3.97</b>
Employee & Spouse	<b>\$14.08</b>	<b>\$7.04</b>
Employee & Child(ren)	<b>\$14.36</b>	<b>\$7.18</b>
Family	<b>\$22.73</b>	<b>\$11.37</b>

This is only intended to be a brief summary of benefits. If this summary differs from the Certificate of Coverage, the Certificate shall prevail.

**\*\*\* Premiums deducted from the 1<sup>st</sup> two pay period of the month.**

### **SHORT TERM DISABILITY (STD): Guardian**

The benefit will pay 60% of your pre-disability income to a \$750 max weekly benefit. Benefits will begin on the 15<sup>th</sup> day due to an accident or illness. You will receive this benefit for up to 11 weeks dependent on your accident or illness.

*Benefit Offset Notice* – if you receive any other income while out on disability (such as disability or retirement benefits from any source, sick leave, paid time off, etc), your short term disability benefit payout may be reduced. Please review the attached benefit summary and Guardian policy located at guardiananytime.com if you have any questions.

### **LONG TERM DISABILITY (LTD) – Core: Guardian**

The benefit will pay 60% of your pre-disability income to a max of \$6,000 monthly benefit after you are unable to work for 90 days. **You will receive this benefit for the lesser of 2 years or to age 70.**

*Pre-existing conditions* – any condition you are treated for during the 12 months prior to the effective date of coverage will not be a payable disability claim for the first 12 months on the plan.

*Benefit Offset Notice* – If you receive any other income while out on disability (such as disability or retirement benefits from any source, sick leave, paid time off, etc), your long term disability benefit payout may be reduced. Please review the attached benefit summary and Guardian policy located at guardiananytime.com if you have any questions.

### **VOLUNTARY LONG TERM DISABILITY (LTD) – Buy-Up Option 1: Guardian**

The benefit will pay 60% of your pre-disability income to a max of \$6,000 monthly benefit after you are unable to work for 2 years and 90 days. **You will receive this benefit until you are either no longer disabled and can return to work or Normal Social Security Age.**

*Pre-existing conditions* – any condition you are treated for during the 12 months prior to the effective date of coverage will not be a payable disability claim for the first 12 months on the plan.

*Benefit Offset Notice* – if you receive any other income while out on disability (such as disability or retirement benefits from any source, sick leave, paid time off, etc), your long term disability benefit payout may be reduced. Please review the attached benefit summary and Guardian policy located at guardiananytime.com if you have any questions.

**Please see rate table included in the Guardian benefit booklet for premium amounts.** Benefit is only guaranteed when first eligible. If you elect at a future date, an Evidence of Insurability health statement will be required to determine eligibility.

### **BASIC LIFE and ACCIDENTAL DEATH & DISMEMBERMENT (AD&D): Anthem**

#### **BCBS**

Benefit Amount: Equal to 1 times their annual salary up to a maximum of \$50,000

Also includes coverage for your spouse for \$2,500 and for your child(ren) ages 15 days to age 26 for \$1,000.

Please refer to attached benefit summary to additional details on plan. Please make certain you keep updated beneficiary designations on file with Alliance Water Resources, Inc.

Benefits will reduce based on the following schedule: at age 70, reduced by 35%, at age 75 reduced by 50%, rounded to nearest \$1,000. Benefit for spouse terminates when spouse reaches age 70.

**Conversion Rights** – If you terminate employment with Alliance Water Resources, Inc you can elect to continue the Basic life policy by contacting Anthem within 30 days of your termination. Please contact Anthem at 1-800-813-5682.

### **VOLUNTARY TERM LIFE: Guardian**

- You can purchase amounts in increments of \$10,000 up to \$500,000 for yourself.
- If you purchase life insurance for yourself you can purchase 50% of your amount for your spouse to a max of \$250,000.
- If you purchase life insurance for yourself you can purchase 10% of your amount for your children (ages 6 months to 25 years) to a max of \$10,000 or in the amount of \$500 for your children ages 14 days to 6 months. This will cover each of your children for one single premium. Dependent age limit is to age 19 or 25 if full time student.
- Refer to rate tables included in the Guardian benefit booklet to determine premium for benefit.

The Guarantee Issue amount for an employee is **\$100,000**; a spouse is **\$50,000**; a child(ren) is **\$10,000**.

Guarantee issue is only available when you are first eligible for benefits. If you do not enroll when first eligible or you want to increase benefit amounts at a future date, an Evidence of Insurability health statement will be required to determine eligibility.

Benefits will reduce based on the following schedule: at age 70, reduced by 35%, at age 75 reduced by 50%, rounded to nearest \$1,000.

**Conversion and Portability Rights**—If you terminate employment with Alliance Water Resources, Inc you can elect to continue the Voluntary Life policy for you or your dependents by contacting Guardian within 30 days of your termination. For additional details about your continuation rights please contact Guardian at 1-800-443-5982 option 1 extension 5969. Guardian will help you determine which option is best for your situation.

### **VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT (AD&D): Guardian**

- You can purchase amounts in increments of \$10,000 up to \$500,000 for yourself.
- You can elect to cover yourself and family – family benefit depends on which family members are enrolled. Please refer to attached benefit outline to explain the spouse and/or child benefit.
- Refer to attached rate table included in the Guardian benefit booklet to determine premium for benefit.

Benefits will reduce based on the following schedule: at age 70, reduced by 35%, at age 75 reduced by 50%, rounded to nearest \$1,000.

### **FLEXIBLE SPENDING ACCOUNT: ASI**

- **Healthcare Reimbursement Account (HCRA)** – If you elect the PPO medical plan, you can contribute any amount from \$600 up to \$2,700 into HCRA. This account allows you to make PRE-TAX contributions through payroll to use for medical expenses throughout the year. *YOU CAN NOT CONTRIBUTE TO A HSA and HCRA FSA in the same calendar year.*
- **Dependent Care Reimbursement Account (DCRA)** – You can contribute up to \$5,000 into the DCRA. This account allows you to make PRE-TAX contributions through payroll to use for child care/day care expenses throughout the year.

For additional details on the FSA account refer to your plan document or ASI can be reached at 1-800-659-3035 or [www.asiflex.com](http://www.asiflex.com).

**Alliance Water Resources**  
**2020 Medical Insurance Utilization Scenarios**  
*Which Plan is best for you?*  
**Employee Only Coverage**

**Annual Cost**

Low Utilization	H.S.A.	PPO
2 Primary Care Office Visits Per Year		
<i>*example uses \$85 each on the H.S.A. &amp; PPO</i>	\$ 170.00	\$50.00
<i>*example uses \$25 copay on the PPO</i>	<i>to deductible</i>	<i>copays</i>
3 Prescriptions Per Year		
<i>*H.S.A. example uses 2 rx's from Preventive Rx paid 100% &amp; 1-\$4 antibiotic</i>	\$ 4.00	\$ 30.00
<i>*PPO example uses 3-Tier 1 medications @ \$10 copays</i>	<i>to deductible</i>	<i>copays</i>
No Hospital Charges	\$ -	\$ -
<b>Total Medical Expenses</b>	<b>\$ 174.00</b>	<b>\$80.00</b>
<b>Your Portion of Annual Premium</b>	<b>\$ 415.08</b>	<b>\$ 503.64</b>
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	<b>\$ 589.08</b>	<b>\$583.64</b>
Annual H.S.A. Contribution by Alliance Water	\$ 840.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	<b>\$ (250.92)</b>	<b>\$583.64</b>
Moderate Utilization	H.S.A.	PPO
6 Primary Care Office Visits Per Year		
<i>*example uses \$85 each on the H.S.A. &amp; PPO</i>	\$ 510.00	\$150.00
<i>*example uses \$25 copay on the PPO</i>	<i>to deductible</i>	<i>copays</i>
12 Prescriptions Per Year		
<i>*H.S.A. example uses 6 rx's from Prev Rx paid 100%, 4-Tier 1 @ \$4, 2-Tier 2 @ \$100 each</i>	\$ 216.00	\$ 170.00
<i>*PPO example uses 10-Tier 1 rx's @ \$10 copays &amp; 2-Tier 2 rx's @ \$35 copays</i>	<i>to deductible</i>	<i>copays</i>
\$450 in Hospital Charges (applied to deductible on all plans)	\$ 450.00	\$ 450.00
<b>Total Medical Expenses</b>	<b>\$ 1,176.00</b>	<b>\$770.00</b>
<b>Your Portion of Annual Premium</b>	<b>\$ 415.08</b>	<b>\$ 503.64</b>
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	<b>\$ 1,591.08</b>	<b>\$1,273.64</b>
Annual H.S.A. Contribution by Alliance Water	\$ 840.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	<b>\$ 751.08</b>	<b>\$1,273.64</b>
High Utilization	H.S.A.	PPO
8 Specialist Office Visits Per Year		
<i>*example uses \$150 each on the H.S.A. &amp; PPO</i>	\$ 1,200.00	\$400.00
<i>*example uses \$50 copay on the PPO</i>	<i>to deductible</i>	<i>copays</i>
18 Prescriptions Per Year		
<i>*H.S.A. example uses 9 rx's from Prev Rx paid 100%, 5-Tier 1 @ \$4, 2-Tier 2 @ \$100, 2-Tier 3 @ \$200</i>	\$ 620.00	\$ 380.00
<i>*PPO example uses 12-Tier 1 rx's, 4-Tier 2 rx's @ \$35 copay, 2-Tier 3 rx's @ \$60 copay</i>	<i>to deductible</i>	<i>copays</i>
\$3000 Hospital Charges (remaining deductible amount all plans)	\$ 1,180.00	\$1,500.00
Hospital Charges co-insurance (0% H.S.A.; 0% PPO)	\$ -	\$ -
<b>Total Medical Expenses</b>	<b>\$ 3,000.00</b>	<b>\$2,280.00</b>
<b>Your Portion of Annual Premium</b>	<b>\$ 415.08</b>	<b>\$ 503.64</b>
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	<b>\$ 3,415.08</b>	<b>\$2,783.64</b>
Annual H.S.A. Contribution by Alliance Water	\$ 840.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	<b>\$ 2,575.08</b>	<b>\$2,783.64</b>

Medical Rx Expenses are estimates for the purpose of this illustration. Amounts listed assume network discounts have been applied.  
 \*\*Deductible expenses are based on a calendar year deductible.

**Alliance Water Resources**  
**2020 Medical Insurance Utilization Scenarios**  
*Which Plan is best for you?*  
**Employee Spouse Coverage**

**Annual Cost**

Low Utilization	H.S.A.	PPO
3 Primary Care Office Visits Per Year		
<i>*example uses \$85 each on the H.S.A. &amp; PPO</i>	\$ 255.00	\$75.00
<i>*example uses \$25 copay on the PPO</i>	<i>to deductible</i>	<i>copays</i>
4 Prescriptions Per Year		
<i>*H.S.A. example uses 3 rxs from Preventive Rx paid 100% &amp; 1-\$4 antibiotic</i>	\$ 4.00	\$ 40.00
<i>*PPO example uses 4-Tier 1 medications @ \$10 copays</i>	<i>to deductible</i>	<i>copays</i>
No Hospital Charges	\$ -	\$ -
<b>Total Medical Expenses</b>	<b>\$ 259.00</b>	<b>\$115.00</b>
<b>Your Portion of Annual Premium</b>	<b>\$ 5,811.48</b>	<b>\$ 6,926.88</b>
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	<b>\$ 6,070.48</b>	<b>\$7,041.88</b>
Annual H.S.A. Contribution by Alliance Water	\$ 2,040.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	<b>\$ 4,030.48</b>	<b>\$7,041.88</b>
Moderate Utilization	H.S.A.	PPO
8 Primary Care Office Visits Per Year		
<i>*example uses \$85 each on the H.S.A. &amp; PPO</i>	\$ 680.00	\$200.00
<i>*example uses \$25 copay on the Buyup PPO</i>	<i>to deductible</i>	<i>copays</i>
15 Prescriptions Per Year		
<i>*H.S.A. example uses 9 rxs from Prev Rx paid 100%, 4-Tier 1 @ \$4, 2-Tier 2 @ \$100 each</i>	\$ 216.00	\$ 200.00
<i>*PPO example uses 11-Tier 1 rx @ \$10 copays &amp; 4-Tier 2 rx @ \$35 copays</i>	<i>to deductible</i>	<i>copays</i>
\$600 in Hospital Charges (applied to deductible on all plans)	\$ 600.00	\$ 600.00
<b>Total Medical Expenses</b>	<b>\$ 1,496.00</b>	<b>\$1,000.00</b>
<b>Your Portion of Annual Premium</b>	<b>\$ 5,811.48</b>	<b>\$ 6,926.88</b>
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	<b>\$ 7,307.48</b>	<b>\$7,926.88</b>
Annual H.S.A. Contribution by Alliance Water	\$ 2,040.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	<b>\$ 5,267.48</b>	<b>\$7,926.88</b>
High Utilization (Spouse incurs all claims listed)	H.S.A.	PPO
8 Specialist Office Visits Per Year		
<i>*example uses \$150 each on the H.S.A. &amp; PPO</i>	\$ 1,200.00	\$400.00
<i>*example uses \$50 copay on the PPO</i>	<i>to deductible</i>	<i>copays</i>
18 Prescriptions Per Year		
<i>*H.S.A. example uses 9 rxs from Prev Rx paid 100%, 5-Tier 1 @ \$4, 2-Tier 2 @ \$100, 2-Tier 3 @ \$200</i>	\$ 620.00	\$ 380.00
<i>*PPO example uses 12-Tier 1 rx, 4-Tier 2 rx @ \$35 copay, 2-Tier 3 rx @ \$60 copay</i>	<i>to deductible</i>	<i>copays</i>
\$4000 Hospital Charges (amt shown is remaining deductible amount all plans)	\$ 1,180.00	\$1,500.00
Hospital Charges co-Insurance (0% H.S.A.; 0% PPO)	\$ -	\$ -
<b>Total Medical Expenses</b>	<b>\$ 3,000.00</b>	<b>\$2,280.00</b>
<b>Your Portion of Annual Premium</b>	<b>\$ 5,811.48</b>	<b>\$ 6,926.88</b>
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	<b>\$ 8,811.48</b>	<b>\$9,206.88</b>
Annual H.S.A. Contribution by Alliance Water	\$ 2,040.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	<b>\$ 6,771.48</b>	<b>\$9,206.88</b>

Medical Rx Expenses are estimates for the purpose of this illustration. Amounts listed assume network discounts have been applied.  
 \*\*Deductible expenses are based on a calendar year deductible.

**Alliance Water Resources**  
**2020 Medical Insurance Utilization Scenarios**  
*Which Plan is best for you?*  
**Employee/Child(ren) Coverage**

**Annual Cost**

	H.S.A.	PPO
<b>Low Utilization</b>		
3 Primary Care Office Visits Per Year		
<i>*example uses \$85 each on the H.S.A. &amp; PPO</i>	\$ 255.00	\$75.00
<i>*example uses \$25 copay on the PPO</i>	<i>to deductible</i>	<i>copays</i>
4 Prescriptions Per Year		
<i>*H.S.A. example uses 3 rx's from Preventive Rx paid 100% &amp; 1-\$4 antibiotic</i>	\$ 4.00	\$ 40.00
<i>*PPO example uses 4-Tier 1 medications @ \$10 copays</i>	<i>to deductible</i>	<i>copays</i>
No Hospital Charges	\$ -	\$ -
<b>Total Medical Expenses</b>	<b>\$ 259.00</b>	<b>\$115.00</b>
<b>Your Portion of Annual Premium</b>	<b>\$ 4,981.32</b>	<b>\$ 6,073.32</b>
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	<b>\$ 5,240.32</b>	<b>\$6,188.32</b>
Annual H.S.A. Contribution by Alliance Water	\$ 2,040.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	<b>\$ 3,200.32</b>	<b>\$6,188.32</b>
<b>Moderate Utilization</b>		
	H.S.A.	PPO
8 Primary Care Office Visits Per Year		
<i>*example uses \$85 each on the H.S.A. &amp; PPO</i>	\$ 680.00	\$200.00
<i>*example uses \$25 copay on the PPO</i>	<i>to deductible</i>	<i>copays</i>
15 Prescriptions Per Year		
<i>*H.S.A. example uses 9 rx's from Prev Rx paid 100%, 4-Tier 1 @ \$4, 2-Tier 2 @ \$100 each</i>	\$ 216.00	\$ 180.00
<i>*PPO example uses 11-Tier 1 rx's @ \$10 copays &amp; 4-Tier 2 rx's @ \$35 copays</i>	<i>to deductible</i>	<i>copays</i>
\$600 in Hospital Charges (applied to deductible on all plans)	\$ 600.00	\$ 600.00
<b>Total Medical Expenses</b>	<b>\$ 1,496.00</b>	<b>\$980.00</b>
<b>Your Portion of Annual Premium</b>	<b>\$ 4,981.32</b>	<b>\$ 6,073.32</b>
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	<b>\$ 6,477.32</b>	<b>\$7,053.32</b>
Annual H.S.A. Contribution by Alliance Water	\$ 2,040.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	<b>\$ 4,437.32</b>	<b>\$7,053.32</b>
<b>High Utilization (Employee incurs all claims listed)</b>		
	H.S.A.	PPO
12 Specialist Office Visits Per Year		
<i>*example uses \$150 each on the H.S.A. &amp; PPO</i>	(\$3000 ded) \$ 1,800.00	(\$1500 ded & ofc vst/Rx copays) \$600.00
<i>*example uses \$50 copay on the PPO</i>	<i>to deductible</i>	<i>copays</i>
23 Prescriptions Per Year		
<i>*H.S.A. example uses 12 rx's from Prev Rx paid 100%, 6-Tier 1 @ \$4, 3-Tier 2 @ \$100, 2-Tier 3 @ \$200</i>	\$ 724.00	\$ 505.00
<i>*PPO ex use 15-Tier 1 rx's @ \$10 copay, 5-Tier 2 rx's @ \$35 copay, 3-Tier 3 rx's @ \$60 copay</i>	<i>to deductible</i>	<i>copays</i>
\$6000 Hospital Charges (amt shown is remaining deductible amount all plans)	\$ 476.00	\$1,500.00
Hospital Charges co-insurance (0% H.S.A.; 0% PPO)	\$ -	\$ -
<b>Total Medical Expenses</b>	<b>\$ 3,000.00</b>	<b>\$2,605.00</b>
<b>Your Portion of Annual Premium</b>	<b>\$ 4,981.32</b>	<b>\$ 6,073.32</b>
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	<b>\$ 7,981.32</b>	<b>\$8,678.32</b>
Annual H.S.A. Contribution by Alliance Water	\$ 2,040.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	<b>\$ 5,941.32</b>	<b>\$8,678.32</b>

Medical Rx Expenses are estimates for the purpose of this illustration. Amounts listed assume network discounts have been applied.

\*\*Deductible expenses are based on a calendar year deductible.

**Alliance Water Resources**  
**2020 Medical Insurance Utilization Scenarios**

*Which Plan is best for you?*

**Family Coverage**

**Annual Cost**

	H.S.A.	PPO
<b>Low Utilization</b>		
4 Primary Care Office Visits Per Year		
<i>*example uses \$85 each on the H.S.A. &amp; PPO</i>	\$ 340.00	\$100.00
<i>*example uses \$25 copay on the PPO</i>	<i>to deductible</i>	<i>copays</i>
6 Prescriptions Per Year		
<i>*H.S.A. example uses 4 rxs from Preventive Rx paid 100% &amp; 2-\$4 antibiotic</i>	\$ 8.00	\$ 60.00
<i>*PPO example uses 6-Tier 1 medications @ \$10 copays</i>	<i>to deductible</i>	<i>copays</i>
No Hospital Charges	\$ -	\$ -
<b>Total Medical Expenses</b>	\$ 348.00	\$160.00
<b>Your Portion of Annual Premium</b>	\$ 7,887.00	\$ 9,556.68
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	\$ 8,235.00	\$9,716.68
Annual H.S.A. Contribution by Alliance Water	\$ 2,040.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	\$ 6,195.00	\$9,716.68
<b>Moderate Utilization (2 Members Incur claims listed)</b>	<b>H.S.A.</b>	<b>PPO</b>
12 Primary Care Office Visits Per Year		
<i>*example uses \$85 each on the H.S.A. &amp; PPO</i>	\$ 1,020.00	\$300.00
<i>*example uses \$25 copay on the Buyup PPO</i>	<i>to deductible</i>	<i>copays</i>
20 Prescriptions Per Year		
<i>*H.S.A. example uses 10 rxs from Prev Rx paid 100%, 5-Tier 1 @ \$4, 5-Tier 2 @ \$100 each</i>	\$ 520.00	\$ 325.00
<i>*PPO example uses 15-Tier 1 rx @ \$10 copays &amp; 5-Tier 2 rx @ \$35 copays</i>	<i>to deductible</i>	<i>copays</i>
\$900 in Hospital Charges (applied to deductible on all plans)	\$ 900.00	\$ 900.00
<b>Total Medical Expenses</b>	\$ 2,440.00	\$1,525.00
<b>Your Portion of Annual Premium</b>	\$ 7,887.00	\$ 9,556.68
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	\$ 10,327.00	\$11,081.68
Annual H.S.A. Contribution by Alliance Water	\$ 2,040.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	\$ 8,287.00	\$11,081.68
<b>High Utilization (Employee incurs all claims listed)</b>	<b>H.S.A.</b>	<b>PPO</b>
1.6 Specialist Office Visits Per Year		
<i>*example uses \$150 each on the H.S.A. &amp; PPO</i>		
<i>*example uses \$50 copay on the PPO</i>		
	(\$3000 ded)	(\$1500 ded & ofc vst/Rx copays)
	\$ 2,400.00	\$800.00
	<i>to deductible</i>	<i>copays</i>
30 Prescriptions Per Year		
<i>*H.S.A. example uses 15 rxs from Prev Rx paid 100%, 8-Tier 1 @ \$4, 4-Tier 2 @ \$100, 3-Tier 3 @ \$200</i>	\$ 600.00	\$ 725.00
<i>*PPO ex use 18-Tier 1 rx @ \$10 copay, 7-Tier 2 rx @ \$35 copay, 5-Tier 3 rx @ \$60 copay</i>	<i>satisfies deductible</i>	<i>copays</i>
\$9000 Hospital Charges (amt shown is remaining deductible amount all plans)	\$ -	\$1,500.00
Hospital Charges co-insurance (0% H.S.A.; 0% PPO)	\$ -	\$ -
<b>Total Medical Expenses</b>	\$ 3,000.00	\$3,025.00
<b>Your Portion of Annual Premium</b>	\$ 7,887.00	\$ 9,556.68
<b>Total Annual Cost (Expenses &amp; Premiums)</b>	\$ 10,887.00	\$12,581.68
Annual H.S.A. Contribution by Alliance Water	\$ 2,040.00	N/A
<b>Total Annual Cost Less H.S.A. Contributions from Alliance</b>	\$ 8,847.00	\$12,581.68

Medical Rx Expenses are estimates for the purpose of this illustration. Amounts listed assume network discounts have been applied.

\*\*Deductible expenses are based on a calendar year deductible.

ORDINANCE NO.

**AN ORDINANCE TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS.**

**BE IT RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:**

**Section 1. Declaration of Policy**

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

**Section 2. Conflicts of Interest**

- a. All elected and appointed officials as well as employees of a political subdivision must comply with section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

**Section 3. Disclosure Reports**

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person

had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

- c. The chief administrative officer, chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year:
  1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
  2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
  3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

#### **Section 4. Filing of Reports**

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
  1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
  2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31.
  3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

- b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**Section 5. Filing of Ordinance**

A certified copy of this ordinance (order/resolution), adopted prior to September 15<sup>th</sup>, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

**Section 6. Effective Date**

This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

Read for the first time this \_\_\_\_ day of \_\_\_\_\_ 2020.

Read for a second time and approved this \_\_\_\_ day of \_\_\_\_\_ 2020.

ATTEST:

\_\_\_\_\_  
Greg Lowe, Presiding Officer

Ayes-  
Nays-  
Absent/Not Voting-

\_\_\_\_\_  
Wendee Seaton, City Clerk

\_\_\_\_\_  
Greg Lowe, Mayor