

NOTICE OF OPEN MEETING

Posted 5:00 p.m. October 31, 2022

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, November 1, 2022 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA AMENDED AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. October 18, 2022 City Council Meeting Minutes
2. October 25, 2022 Special Session City Council Minutes
3. Bill No. 2022-70: 2023 Fireworks Contract with Riverside Fireworks
4. Bill No. 2022-75: KPM FY 2022 Audit Engagement Letter
5. Bill No. 2022-78 Newton County Central Dispatch Charter Change
6. Bill No. 2022-79: Contract with Stafford Fencing for the Scenic Park Dog Park.
7. Bill No. 2022-81: Contract with Double Down Asphalt for the Golf Course Cart Path

UNFINISHED BUSINESS

1. Bill No. 2022-74: Annexation 1066 Baxter Street
2. Bill No. 2022-80: Contract with Construction Services Group, LLC for Construction of Morse Park Restrooms

VISITOR'S BUSINESS

BIDS

1. Horizontal Recycling Bailer
2. City Hall HVAC
3. Senior Center HVAC

NEW BUSINESS

1. Bill No. 2022-76: FY22 Budget Amendment
2. Bill No. 2022-77: FY23 Budget Amendment

November 1, 2022 City Council Meeting

3. Bill No. 2022-83: Work authorization agreement with Allgeier Martin for a water rate study
4. Bill No. 2022-84: Work authorization agreement with Allgeier Martin for a wastewater rate study
5. Bill No. 2022-85: Special Use Permit Amendment for Section 405.180 for Government Entities
6. Amendment to the electric service agreement with Liberty Utilities
7. Irrevocable Consent for Annexation for 1297 N Business 49
8. National Fire Safety Council Permission

REPORT OF CITY OFFICERS

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
October 18, 2022 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Jeremie Bridges was present to deliver the prayer and Mayor DeWitt led the Pledge of Allegiance.

CALL TO ORDER

Mayor DeWitt called the meeting to order at 7:00 p.m.

ROLL CALL

COUNCIL PRESENT:

RICHARD DAVIDSON, JULIE HUMPHREY, TYLER DEWITT, CARL COBB, CHARLES COLLINSWORTH, ANGELA THOMAS

COUNCIL ABSENT:

ASHTON ROBINSON, EXCUSED BY COUNCIL.

CITY OFFICERS PRESENT:

DAVID KENNEDY, CITY MANAGER; JORDAN PAUL, CITY ATTORNEY; CHEYENNE WRIGHT, CITY CLERK

Mayor Dewitt Made A Motion To Excuse Ashton Robinson; Councilman Collinsworth Seconded.

Roll Call Vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler Dewitt

No: None

Abstain: None

Passed.

APPROVAL OF AGENDA

Mayor asked to amend the agenda to remove Number three from the consent agenda.

Councilman Collinsworth made a motion to Approve the Agenda and Consent Agenda as Amended to include the following items:

October 4, 2022 Council Meeting Minutes

October 4, 2022 Closed Session Council Minutes

Bill No. 2022-69: Special Use Permit for 1743 Pineville Road

Bill No. 2022-71: Surplus City Items

Bill No. 2022-72: MOU with City of Joplin

Bill No. 2022-73: Amending Chapter 405 - RV Park

Councilman Cobb seconded.

October 18, 2022

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

CORRESPONDENCE

Thank you to Tony Farris and the Golf Course Team

Thank you to Tony Farris read by City Clerk Wright.

Thank you from the Neosho Golf Course Board

Thank you to Krysti Muhic, Nancy Tomlinson, Cheyenne Wright and David Kennedy from the Neosho Golf Course Board read by City Clerk Wright.

VISITOR'S BUSINESS

There was no visitor's business.

BIDS

Dog Park at Scenic Park

Parks and Recreation Manager, Kenny Balls, addressed the Council stating that there were three bids sent out for the construction of a dog park at Scenic Park. There were three bids received back.

Stafford Fencing Company	\$17,260.00
Quality Fencing Company	\$23,225.00
Construction Services Group LLC	\$27,582

Staff recommends approving the bid from Stafford Fencing in the amount of \$17,260.00.

Councilwoman Thomas made a motion to Approve the bid from Stafford Fencing Company in the amount of \$17,260.00; Councilman Collinsworth seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Morse Park Restrooms

October 18, 2022

Parks and Recreation Manager, Kenny Balls, addressed the Council stating that there were four bids sent out for the construction of new restrooms at the north and south ends of Morse Park. There were two bids received back.

Construction Services Group, LLC	\$116,795.00
Branco Enterprises, INC	\$137,000.00

Staff recommends approving the bid from Construction Services Group, LLC in the amount of \$116,795.00.

Councilwoman Humphrey asked about the flooding issues in Morse Park and best placement.

The Parks and Recreation Manager stated that one would be by the pavilion and the mural and then the other one would be by the Lampo building and the skills loop.

Councilman Collinsworth made a motion to Approve the bid from Construction Services Group, LLC in the amount of \$116,795.00; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

State Spec Dump Truck

Public Works Director Siler addressed the Council stating the purpose of this agenda item is to seek the Council's approval for the state bid for a new dump truck equipped with a dump bed, salt spreader and plow. This 10-wheeler truck will replace our 1994 International dump truck while adding an additional truck to be utilized during inclement weather. Staff secured a build date and State Bid Truck price from Rush Truck Center in Joplin and State Bid Dump Bed and Snow Removal Equipment from Viking-Cives Midwest in Morley. The estimated cab and chassis build dates are between January and June of 2023. The truck is a 2024 International with a 350hp Cummins engine with a 6-speed automatic Allison transmission. This will be equipped with a 12' plow and a 14' salt spreader. This item is budgeted out of Streets for \$220,000.00.

Cab and Chassis from Rush Truck Center	\$110,800.00
Dump Bed and Equipment	\$109,098.00
Total	\$219,898.00

Councilwoman Humphrey made a motion to Approve the State Bid for the new dump truck as presented by staff in the amount of \$219,898.00; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Mini Excavator

Public Works Director Siler addressed the Council stating that the purpose of this agenda item is to seek Council's approval of the purchase of a mini excavator from Crown Power. Staff sent out multiple bids and received back two for this equipment.

Crown Power

Kubota U35-4 with breaker \$61,550.00
Kubota KX033 with breaker \$61,000.00

Murphy Tractor

John Deere 35G with breaker \$72,107.00

Staff recommends approving the bid from Crown Power for the U35-4 in the amount of \$61,550.00 due to this model being heavier and having a tighter tail swing.

Councilwoman Thomas made a motion to Approve the Mini Excavator bid from Crown Power for the Kubota U35-4 in the amount of \$61,550.00; Councilman Collinsworth seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Golf Course Chemical and Fertilizer Bid

Golf Course Manager Farris addressed the Council stating that the purpose of this agenda item is to seek the Council's approval of the bid for FY23 Fertilizer and Chemicals for the Neosho Golf Course. Bids were sent out to four different chemical and fertilizer suppliers and there were two received back. However, neither of these bids received back included all of the items needed. However, between the two businesses, all the items were provided.

VanDiest \$11,227.67
GreensPro \$44,370.26

These bids are attached to the minutes for reference purposes.

Councilwoman Humphrey made a motion to Approve as Presented by Staff for the Chemical and Fertilizer Bid; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

October 18, 2022

NEW BUSINESS

Public Hearing for Bill No. 2022-74: Annexation of 1066 Baxter Street

Mayor DeWitt opened the Public Hearing for Bill No. 2022-74 opened at 7:25 p.m.

Nobody was present to speak.

Public Hearing for Bill No. 2022-74 closed at 7:26 p.m.

Bill No. 2022-74: Annexation 1066 Baxter Street

AN ORDINANCE APPROVING THE ANNEXATION OF THE PROPERTY LOCATED AT, 1066 Baxter Street, Newton County, Neosho, Missouri.

Attorney Paul read Bill No. 2022-74 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2022-74 Annexation of 1066 Baxter Street; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the Council stating that the purpose of this agenda item is to request annexation of the property located at 1066 Baxter Street. The owners are Carl and Becky Cobb. The owners would like to have this piece of property put on city sewer service.

Roll call vote:

Yes: Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: Carl Cobb, owner of the property in question.

Passed.

Bill No. 2022-70: 2023 Fireworks Contract with Riverside Fireworks

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Riverside Fireworks, LLC, an Arkansas Limited Liability Company, for the purpose of providing display fireworks for Independence Day for the not to exceed price of Nineteen Thousand, Nine Hundred Fifty and 00/100 Dollars (\$19,950.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-70 in title only.

Councilman Collinsworth made a motion to Approve Bill No. 2022-70 FY23 Celebrate Neosho Fireworks Riverside Fireworks Contract; Councilwoman Thomas seconded.

City Clerk Wright stated that this is the contract with Riverside Fireworks, who was awarded the bid for the 2023 Celebrate Neosho Fireworks Show. In the past, the bids came in at \$10,000. However, due to rising costs, \$15,000 was put into the FY23 budget. However, this bid came in at \$19,950 as the lowest bid.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Bill No. 2022-75: KPM FY 2022 Audit Engagement Letter

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with KPM CPAs, PC, a Missouri Professional Corporation, for the purpose of providing accounting services for audit of the fiscal year ended September 30, 2022 for the not to exceed price of Twenty Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-75 in title only.

Councilwoman Thomas made a motion to Approve Bill No. 2022-75 KPM FY22 Audit Engagement Letter; Councilman Cobb seconded.

Finance Director Forest addressed the City Council stating that the purpose of this agenda item is to seek approval of the FY22 audit engagement letter with KPM.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Bill No. 2022-78 Newton County Central Dispatch Charter Change

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Newton County, Missouri, for the purpose of amending the memorandum of understanding for the provision of consolidated dispatch services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-78 in title only.

Councilwoman Humphrey made a motion to Approve Bill No. 2022-78 Newton County CDC Charter Change; Councilwoman Thomas seconded.

Police Chief Baird addressed the City Council stating that the purpose of this agenda item is to seek the Council's approval of the Charter language change for Newton County Central Dispatch. This charter language change was due to the public safety tax passing for Newton County. With the passing of this tax, the entities that used the dispatching service no longer had to pay. This saved the City of Neosho around \$100,000.00.

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Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Resolution Bill No. 2022-15 Adopted FY2022 Purchasing Policy- Amended

A RESOLUTION adopting amended purchasing policies and procedures for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

Attorney Paul read Resolution Bill No. 2022-15 in title only.

Councilwoman Thomas made a motion to Approve Resolution Bill No. 2022-15 FY22 Amended Purchasing Policy; Councilwoman Humphrey seconded.

Finance Director Forest addressed the City Council stating that the purpose of this agenda item is to seek the Council's approval to amend the purchasing policy under contract items to include that the city of Neosho participates in the cooperative procurement program administered by the State of Missouri.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Water and Waste Water Rate Study

Public Works Director Siler addressed the City Council stating that the purpose of this agenda item is to recommend including waste water in this water rate study. Staff originally budgeted \$30,000 for a rate study to be conducted in this fiscal year. The original budgeted amount is referenced by our engineer at Allgeier, Martin and Associates. Staff feels that it is important to include both water and wastewater for accuracy and future rate increases. Allgeier, Martin and Associates has come up with two options:

- A bare bones study to include operational costs for water and wastewater.
- A completed report approved by MODNR, but this one will come with additional costs and will include future needs for maintenance, operations, and replacement schedules for future capitol improvements.

Option 1 estimated at \$30,000

Option 2 estimated at \$50,000

Councilman Collinsworth made a motion to Approve Option 2 at \$50,000 ; Mayor Pro Tempore Davidson seconded.

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Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Irrevocable Consent, Pella Ln., Aaron and Kelly Feustel

City Manager Kennedy addressed the Council stating that the purpose of this agenda item is to request acceptance of an irrevocable consent to annexation from Aaron and Kelly Feustal on Pella Lane. Mr. and Mrs. Feustal purchased this piece of property from the City of Neosho and would like city utilities for their new construction.

Councilman Collinsworth made a motion to Approve Irrevocable Consent for Pella Lane Owned by Aaron and Kelly Feustal; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Coover Regional "Celebration of Public Spaces" Grant Program

City Manager Kennedy addressed the City Council stating that the purpose of this agenda item is to seek Council's approval for applying for the Coover Regional "Celebration of Public Spaces" Grant. This grant opportunity could fund up to \$25,000 of the cost of the new design and construction of the dog park at Scenic Park.

Councilwoman Thomas made a motion to Approve Applying for the Coover Regional Grant Program for "Celebration of Public Spaces" ; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Neosho Housing Authority Grant Letter

Attorney Paul addressed the City Council stating that the purpose of this item is to seek Council approval for the Mayor to sign the "Notice of No Significant Impact," "Notice to Request Release of Funds" and "Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects" for Neosho Housing Authority to receive grant funding awarded to the organization through HUD. This grant funding will be used for several projects at the Oaks and Summit View apartments, including HVAC improvements, exterior maintenance, lighting upgrades, roofing maintenance, parking lot expansion, playground equipment, upgrading some apartments and common area flooring/paint.

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Councilman Collinsworth made a motion to Approve the Letter for Neosho Housing Authority for Grant Funding authorize Mayor to sign; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

APPOINTMENTS AND VACANCIES

EVENTS BOARD (1 Vacancy)

Master Scott Hall - Events Board - Letter of Interest

Cathleen Bailey - Events Board - Letter of Interest

Kelly Lay - Events Board - Letter of Interest

Councilwoman Humphrey made a motion to Approve Kelly Lay on the Events Board Appointment; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: Charles Collinsworth

Abstain: None

Passed.

PLANNING AND ZONING COMMISSION

Resignation Letter from Jared Vansandt - Planning and Zoning Commission

Councilman Collinsworth made a motion to Accept the Letter of Resignation from Mr. Vansandt; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

City Manager Kennedy updated the Council:

- Timber Ridge Project is complete.

October 18, 2022

- Lime Kiln Dam Project is complete. The ribbon cutting for the opening of this park will be November 5th at noon. We welcome the community to come out and see what has been done.

ADJOURN

There being no further business to come before the City Council, Mayor DeWitt asked for a motion to adjourn.

Councilman Collinsworth made a motion to Adjourn; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Tyler DeWitt

No: None

Abstain: None

Passed.

Mayor DeWitt adjourned the October 18, 2022 Council Meeting at 7:53 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

MINUTES
NEOSHO CITY COUNCIL
October 25, 2022 - 9:00 AM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

Mayor Pro Tempore Davidson opened the meeting at 9 a.m.

ROLL CALL

COUNCIL PRESENT:

TYLER DEWITT, CARL COBB, RICHARD DAVIDSON, ASHTON ROBINSON, ANGELA THOMAS

COUNCIL ABSENT:

JULIE HUMPHREY, CHARLES COLLINSWORTH

CITY OFFICERS PRESENT:

DAVID KENNEDY, CITY MANAGER; JORDAN PAUL, CITY ATTORNEY; CHEYENNE WRIGHT, CITY CLERK

APPROVAL OF AGENDA

Councilwoman Robinson made a motion to Approve the Agenda; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

BIDS

Golf Course Cart Paths

Public Works Director Siler addressed the City Council and stated that there were multiple bid packets sent out and three were received back for the golf cart paths asphalt overlay bid. In the last two years, the front 9 holes have had asphalt improvements to the cart paths. This left the back 9 holes to be improved.

Double Down Asphalt \$120,613.00

Logan Paving \$151,835.00

Springfield Striping \$202,443.71

Councilman Cobb made a motion to Approve the bid from Double Down Asphalt in the amount of \$120,613.00; Mayor Pro Tempore Davidson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2022-79: Contract with Stafford Fencing for the Scenic Park Dog Park.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Jeremy and Candace Stafford, d/b/a Stafford Fencing, for the purpose of constructing a dog park in Scenic Park located at 1500 N. Main Ave., Neosho, MO 64850, for the not to exceed price of Seventeen Thousand Two Hundred Sixty and 00/100 Dollars (\$17,260.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-79 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Bill No. 2022-79: Contract with Stafford Fencing for the Scenic Park Dog Park; Councilman Cobb seconded.

Parks and Recreation Manager Balls addressed the City Council stating that this is the contract for Stafford Fencing for the construction of the dog park at Scenic Park. During the October 18, 2022 Council Meeting, council approved the bid from Stafford Fencing.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Bill No. 2022-80: Contract with Construction Services Group, LLC for Construction of Morse Park Restrooms

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing restrooms at Morse Park for the not to exceed price of One Hundred Sixteen Thousand Seven Hundred Ninety-Five and 00/100 Dollars (\$116,795.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-80 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-80: Contract with CSG, LLC for Morse Park Restroom Construction; Mayor Pro Tempore Davidson seconded.

Attorney Paul addressed the Council. There was an error in the bid that it was sent out without prevailing wage in the bid documents. This bill will need to be amended during the next meeting due to an increase in cost.

City Manager Kennedy addressed the Council stating that this is for the construction of the Morse Park restrooms and is the contract with CSG, LLC for this construction.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Bill No. 2022-81: Contract with Double Down Asphalt for the Golf Course Cart Path

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Double Down Asphalt Services, LLC, a Missouri Limited Liability Company, for the purpose of constructing improvements at the Neosho Municipal Golf Course located at 1850 Clubhouse Road, Neosho, MO 64850, to include golf cart path overlay and repair, for the not to exceed price of One Hundred Twenty Thousand Six Hundred Thirteen and 00/100 Dollars (\$120,613.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-81 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Bill No. 2022-81: Contract with Double Down Asphalt for the Cart Paths; Councilwoman Robinson seconded.

Public Works Director Siler addressed the City Council stating that the purpose of this agenda item is to seek approval of the contract with Double Down Asphalt for the cart paths at the Neosho Golf Course in the amount of \$120,613.00.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

ADJOURN

There being no further business to come before the Council, Mayor Pro Tempore Davidson asked for a motion to adjourn.

Councilman Cobb made a motion to Adjourn; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Mayor Pro Tempore Davidson adjourned the special session October 25, 2022 Council Meeting at 9:08 a.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: October 18, 2022

ITEM: Bill No. 2022-70: 2023 Fireworks Contract with Riverside Fireworks

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2022-70 agreement w Riverside Fireworks LLC RE display fireworks 2023
 2. Riverside Contract signed pg 1
 3. Riverside Contract signed pg 2
-

PURPOSE:

The purpose of the item is to obtain council authority for the mayor to sign a contract with Riverside Fireworks for the 2023 fireworks show.

BACKGROUND:

Council accepted the Riverside Fireworks bid for the 2023 fireworks display. This action would complete the contract for the event.

RECOMMENDATION:

Staff recommends approving the Bill No. 68 for the contract with Riverside Fireworks and authorizing the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Riverside Fireworks, LLC, an Arkansas Limited Liability Company, for the purpose of providing display fireworks for Independence Day for the not to exceed price of Nineteen Thousand, Nine Hundred Fifty and 00/100 Dollars (\$19,950.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Riverside Fireworks, LLC, an Arkansas Limited Liability Company, for the purpose of providing display fireworks for Independence Day for the not to exceed price of Nineteen Thousand, Nine Hundred Fifty and 00/100 Dollars (\$19,950.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of October, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



17023 Chamber Springs Road, Siloam Springs, AR. 72761

THIS CONTRACT (this "Contract") is made **September 28th, 2022**, by and between Riverside Fireworks LLC, in Siloam Springs AR. ("Riverside Fireworks LLC"), and **City of Neosho, MO**, with its principal place of business **203 E Main St, Neosho, MO 64850**

WHEREAS, Riverside Fireworks LLC. is providing **City of Neosho, MO** with a fireworks exhibition and display for a **One-Year term**, under such terms and conditions as provided herein, and thereby, the parties agree as follows:

1. Fireworks Display. Riverside Fireworks LLC. shall sell, furnish and deliver to **City of Neosho, MO** certain fireworks which Riverside Fireworks LLC. agrees to exhibit and display on the following dates in accordance with the program set fourth and agreed upon at the time of the signing of this contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

Date of Show: **June 24th, 2023**

2. Payment Schedule. For and in consideration of the Fireworks Display, **City of Neosho, MO** agrees to pay Riverside Fireworks LLC. the sum of **\$19,950** (the "Contract Price") paid as follows: Display Budget is **\$19,950**, half of the budget of **\$9,975** due after signing of contract. Remainder **\$9,975** due day of show before show. Or if agreed upon by both parties, total budget can be paid all at once after the signing of the contract.

3. Display Responsibilities. Riverside Fireworks LLC and **City of Neosho, MO** will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining, and securing all permits, licenses, and approvals required by all applicable local, state, and federal laws and regulations as well as those required by any local policing and fire departments for the Fireworks Display (Collectively, the "Required Approvals"), (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Riverside Fireworks LLC Technician fireworks truck(s) overnight (or for such longer or shorter period as Riverside Fireworks LLC may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Riverside Fireworks LLC, from entering the security area designated by Riverside Fireworks LLC, (vi) keeping unauthorized persons or personal or real property of any kind, including without limitation, motor vehicles, outside of the Display Site, fallout area or safe zone. Riverside Fireworks LLC, and **City of Neosho, MO** shall fulfill their responsibilities as set forth herein in accordance with all local, state, and federal laws, orders, and regulations, including those of the National Fire Protection Association (NFPA)

4. Indemnification and Limitation of Liability. **City of Neosho, MO** shall indemnify, defend and hold Riverside Fireworks LLC and its shareholders, directors, officers, employees, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contact or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of **City of Neosho, MO** or their employees, agents, contractors, or representatives. Riverside Fireworks LLC shall indemnify, defend and hold **City of Neosho, MO** harmless from any and all demands, claims, causes of action, judgments or liability arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contact or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of Riverside Fireworks LLC or its employees, agents, contractors, ore representatives. Neither party shall under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from the other party, including, without limitation, loss of Income, business or profits.

5. Postponement. In the event that weather is such that Riverside Fireworks LLC, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical, or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the mutually satisfactory postponement time and/or date is beyond the day following the scheduled Fireworks Display and it is impracticable for the personnel and equipment of Riverside Fireworks LLC to remain at the Fireworks Display location until the rescheduled Fireworks Display date, then **City of Neosho, MO** shall pay the actual expenses incurred by Riverside Fireworks LLC related to the postponement, which shall not exceed twenty five percent (25%) of the Contract Price. Actual expenses include, but are not limited to expenses of travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of display, additional taxes or surcharges, or any other additional expenses that incurred prior to and/or as a result of the postponement or cancelation.

6. Cancellation. If **City of Neosho, MO** cancels this contract for any reason, liquidating damages for such cancellation shall be paid by **City of Neosho, MO** to Riverside Fireworks LLC as follows: a. if the Fireworks Display is canceled more than thirty (30) days before the date scheduled for the Fireworks Display, fifty percent (50%) of the amount of Contract Price; b. if the Fireworks Display is canceled less than (30) days but before the date scheduled for the Fireworks Display, seventy-five (75%) percent of the Contract Price; or c. if the Fireworks Display is canceled on the date scheduled for the Fireworks Display, one-hundred (100%) percent of the Contract Price.

In the event that City of Neosho, MO chooses to terminate this contract, it shall do so by written notification via certified mail addressed to Riverside Fireworks LLC, 17023 Chamber Springs Rd, Siloam Springs, AR 72761. Notice shall be effective upon mailing. Except as provided in section 5 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, acts of God or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligation and responsibilities contained herein.

7. Legal Construction If any provision of this Contract is held illegal, invalid, or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

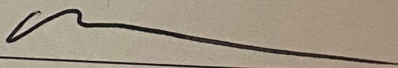
8. Entire Agreement This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

9. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Riverside Fireworks LLC

City of Neosho, MO



Authorized Representative

Authorized Representative

REQUESTED COUNCIL MEETING DATE: October 18, 2022

ITEM: Bill No. 2022-75: KPM FY 2022 Audit Engagement Letter

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2022-75 KPM consulting agreement RE 2022 audit
 2. KPM Engagement Letter
-

PURPOSE:

This agenda item is for the approval of the City's annual auditing services contract with KPM.

BACKGROUND:

On August 21, 2018 the City Council awarded the bid for the City's annual auditing services to KPM. The contract is to be renewed and approved on an annual basis. This engagement letter for the final year in the five year bid will be for independent auditing services for the City's fiscal year ending September 30, 2022.

RECOMMENDATION:

The City Staff recommends the City Council approve the contract for the City's annual independent auditing services with KPM, and authorize the Mayor to execute.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with KPM CPAs, PC, a Missouri Professional Corporation, for the purpose of providing accounting services for audit of the fiscal year ended September 30, 2022 for the not to exceed price of Twenty Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho, Missouri, and KPM CPAs, PC, a Missouri Professional Corporation, for the purpose of providing accounting services for audit of the fiscal year ended September 30, 2022 for the not to exceed price of Twenty Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



September 30, 2022

Management and City Council
City of Neosho
203 East Main Street
Neosho, Missouri 65785

We are pleased to confirm our understanding of the services we are to provide for the City of Neosho, Missouri, for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Neosho, Missouri, as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Neosho's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operations, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Neosho's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1.) Management's Discussion and Analysis
- 2.) Budgetary Comparison Schedules
- 3.) Pension Schedules

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500 W. Main Street, Suite 200 Branson, MO 65616 | 417-334-2987 | fax 417-336-3403

Member of The Leading Edge Alliance

We have also been engaged to report on supplementary information other than RSI that accompanies City of Neosho's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1.) Schedule of Expenditures of Federal Awards
- 2.) Combining Nonmajor Fund Statements

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is

subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregation, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Management Override
Revenue Recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation,

or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Neosho 's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Neosho 's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Neosho 's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, depreciation schedules, cash to accrual conversion journal entries, and related notes of City of Neosho in conformity with accounting principles generally accepted in the United States of America the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up

and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review in January 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the basis of accounting noted above; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the basis of accounting noted above; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website; you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, depreciation schedules, cash to accrual conversion entries, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed

and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to City of Neosho; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KPM CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review

of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KPM CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agency for audit or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Matt Wallace is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to. We expect to begin our audit on approximately November 2022.

Our fee for these services will be \$24,500. If expenditures of federal awards for the year ended September 30, 2022, exceed \$750,000, a single audit in accordance with the Uniform Guidance will be required and there will be an additional fee of \$3,500 for those procedures. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we keep you informed of any problems we encounter and our fees will be adjusted accordingly.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator, we will share the mediator's fees and expenses equally, but otherwise will bear our own attorney's fee and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation to determine the prevailing party's identity for awarding attorneys' fees.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to City Council of City of Neosho. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from

completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Neosho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



KPM CPAs, PC

RESPONSE:

This letter correctly sets forth the understanding of City of Neosho.

Management signature: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

May 14, 2021

To the Members of KPM, CPA's, PC and the Peer Review
Committee of the Missouri Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of KPM, CPA's, PC (the firm) in effect for the year ended November 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Audit Standards, including compliance audits under the Single Audit Act, audits of employee benefit plans and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of KPM, CPA's, PC in effect for the year ended November 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. KPM, CPA's, PC has received a peer review rating of pass.



ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

REQUESTED COUNCIL MEETING DATE: October 18, 2022

ITEM: Bill No. 2022-78 Newton County Central Dispatch Charter Change

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2022-78 Amended MOU for Newton County Central Dispatch
 2. CDC charter change
-

PURPOSE:

To update the Newton Central Dispatch Center's charter to reflect financial changes.

BACKGROUND:

After Newton County passed their public safety tax, they no longer collect fees from departments that utilize their services. This updated charter reflects those changes.

RECOMMENDATION:

Staff recommends the council allow the Mayor to sign the agreement/charter. The documents have been reviewed and approved by the City Attorney.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Newton County, Missouri, for the purpose of amending the memorandum of understanding for the provision of consolidated dispatch services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the Joint 911 Oversight Board recommended amendments to the memorandum of understanding for the provision of consolidated dispatch services on or about June 23, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Newton County, Missouri, for the purpose of amending the memorandum of understanding for the provision of consolidated dispatch services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



NEWTON COUNTY CENTRAL DISPATCH CENTER

308 N. JEFFERSON ST

NEOSHO MO 64850-1554

30-AUGUST-2022

RE: AMENDED CHARTER

TO: CITY OF NEOSHO

Attached you will find the minutes of the Newton County Central Dispatch Center Oversight Committee Meetings held on June 23, 2022, July 21, 2022 and August 25, 2022 along with the Amended Charter for Establishment of a Joint Communications Center.

Please review the Amended Charter and return to me after signing.

I will present to the Newton County Commission for their signatures as well at the County Clerk's execution and send a copy back to you.

If you need additional information please contact me.

Admin Specialist & 9-1-1 Addressing

417-451-8295

kwright@nc-cdc.org

8AM to 2 PM Monday thru Friday

NEWTON COUNTY CENTRAL DISPATCH – OVERSIGHT BOARD MEETING
TUESDAY 23-JUNE-2022 at 0900 HRS

The Newton County Central Dispatch Oversight Board Member Meeting was held Thursday June 23, 2022 at 0900 hours in the conference room at Newton County Central Dispatch Center.

Those present were:

Chancy Huntzinger, Director - Central Dispatch Director
Chris Jennings, Sheriff – Newton County Sheriff Department
Jason Baird, Chief – Neosho Police Department
Aaron Houck, Chief – Neosho Fire Department
David Osborn – Newton County Commissioner
Tom Oliphant – Central Dispatch Operations Manager
Charla Geller, Director - Emergency Management Director
Steve Coats, Chief – Redings Mill Fire Department
Rusty Tinney, Director – Newton County Ambulance District
Tom Oliphant – Central Dispatch Center Operations Manager
Minutes taken by Kathy L. Wright, Admin Specialist - Central Dispatch Center

Meeting was called to order by Sheriff Chris Jennings

Old Business: None

New Business:

Steven Bock, has agreed to serve as Citizen-At-Large. Motion made by Baird, seconded by Coats. Unanimously approved. Chancy will notify Bock.

Public Safety Grant Application – Applications will be sent out July 1st. Chancy is waiting on supporting documentation to complete the 2021 Public Safety Grant.

Bylaw were last updated in 2002

Proposed Changes – Remove Stark City Fire Department (incorporated into Midway FPD)

- Add Pierce City Fire District
- Add Midway Fire District
- Add Seneca Area Fire District
- Add Newton County Rescue & Recovery*
- Add Newton County Coroner

*Tinney reports that Newton County Rescue & Recovery voted last Friday or Saturday in a meeting of the group to dissolve the organization and they are in the process of distributing their equipment to other agencies. Chancy will communicate with the auditor and Dan Ladue of NCR&R regarding the underwater sonar unit purchased with proceeds from the 2021 Public Safety Grant. NCR&R has been storing the equipment in a building belonging to Newton County Ambulance District. NCAD will allow the equipment to remain for a short period of time for distribution. Newton County Rescue & Recovery will NOT be added to the By-Laws. Chancy will update everything in the dispatch center to remove NCR&R from any calls. Coats will communicate with the Fire Chiefs so they are aware they are no longer available for callout. A clause will be added to the Grant Application regarding the possibility of dissolution of the recipient agency.

BYLAWS CHANGES

Paragraph 3: Facility location will be updated it 308 N. Jefferson St.

Page 2 - G: At Large Members – Fire Chiefs voted at their last meeting and selected Chief Coats. At-Large Police Chief may not be filled immediately due to staffing shortages. Chief Altic of Seneca has

NEWTON COUNTY CENTRAL DISPATCH – OVERSIGHT BOARD MEETING
TUESDAY 23-JUNE-2022 at 0900 HRS

served in the position until now and will be contacted to ascertain if he will continue to serve in this capacity. Citizen-At-Large position will be filled by Steve Bock

Page 2 Item B Section 11: Will be deleted as Dispatch Fees are no longer collected

Page 3 Item 3 Section D: Value of inventoried items increased from \$250 to \$1000

Motion to approve changes made by Tinney and seconded by Baird. Unanimously Approved.

Dispatch Center News

- UPS project is currently in progress. The unit will be replaced July 5th.
- In August the generator will be replaced and will power the ENTIRE building, including EOC.
- 6th position console is awaiting a jack box which is to be shipped in August.
- Security cameras have been replaced and increased from eight (8) to fourteen (14) to include the parking lot.
- Text-to-911 works great!
- Mapping Project to start Fall 2022 in which a team will drive the entire county and map ALL addresses along with fire hydrants in all cities. Houk reports that NFD has implemented "First Due" software program which includes hydrants and pre-plan which is shared with Neosho, Joplin & Carl Junction and they can share the preplan on any building in those jurisdictions. They are currently in Test/Standby mode. RMFD is also implementing "First Due".

New Business

Wagon Wheel Bridge is now closed with a padlock. Dispatch has the combination. Jennings reports that it was broken into the first night.

Active Shooter Training – include Dispatch & NCAD in any available programs. Oliphant has been researching any available training from the IAED. Geller & Baird are also researching programs. Scenario-based exercises? Triway Elementary School a possibility due to the remote location and multiple agencies which would respond.

2022 Grant Application Representatives – Last year Greg Hickman and James Palmer served in this capacity and will continue if approved by the board. Fire Chiefs have already voted to retain them. Motion made by Houk, seconded by Jennings. Unanimously approved.

Call Statistics – To date we are up 4% for the year from 2021 which was up 9% from 2020. Total calls in 2021 exceeded 122,000 and we are up 11% so far this year. We have been receiving a number of SPAM calls. A swatting incident we received actually originated in India according to Detective Cook.

Training Opportunity – Mo Dept of Public Safety has partnered with Warrior's Rest Foundation to provide CISM training to ALL Missouri first Responders free of charge. More information will be provided to agencies.

Future meetings will be scheduled for the 3rd Thursday of each month. Next on July 21st at NCSO Training Room.

Motion to Adjourn by Houk, seconded by Osborn. Unanimously approved.

NEWTON COUNTY CENTRAL DISPATCH – OVERSIGHT BOARD MEETING
THURSDAY 21-JULY-2022 at 0900 HRS

The Newton County Central Dispatch Oversight Board Member Meeting was held Thursday July 21, 2022 at 0900 hours in the training room at Newton County Sheriff's Office

Those present were:

Chancy Huntzinger, Director - Central Dispatch Director
Chris Jennings, Sheriff – Newton County Sheriff Department
Mike Whitehead, Lieutenant – Neosho Police Department
Aaron Houk, Chief – Neosho Fire Department
David Osborn – Newton County Commissioner
James Altic, Chief – Seneca Police Department
Tom Oliphant – Central Dispatch Operations Manager
Rusty Tinney, Director – Newton County Ambulance District
Allen Murray – Newton County Ambulance District
Minutes taken by Kathy L. Wright, Admin Specialist - Central Dispatch Center

Meeting was called to order by Sheriff Chris Jennings

Old Business:

Minutes of the June 23, 2022 Oversight Board meeting were reviewed by those present.
Motion to approve made by Mr. Tinney and seconded by Chief Houk. Unanimously approved.

Draft Copy of Amended Charter was reviewed by those present.
Motion to approve made by Sheriff Jennings and seconded by Chief Altic. Unanimously approved

Advisory Board was established consisting of three (3) permanent members and unanimously approved.
The three (3) members are: Sheriff, Neosho Police Chief and Newton County Ambulance Director.

Current inventory of equipment at the dispatch center totals \$802,319.11
Invoice is pending for the recently replaced UPS unit but will be approximately \$40,000

Sonar equipment purchased by Newton County Rescue & Recovery with proceeds from the 2021 Public Safety Grant will be returned to the dispatch center for redistribution since the organization are now dissolved. The Public Safety Grant application has been amended to include terms providing for the return of purchased equipment if the recipient agency dissolves within five (5) years or receipt of the grant.

New Business: None

Dispatch Center News

- Call numbers continue to rise.
- The UPS replacement project is complete.
- The new generator is scheduled to ship August 18th.
- Active shooter planning meetings are underway and are being coordinated by Newton County Emergency Management

Next meeting will be Thursday, August 25, 2022 at 9:00 AM in the Training Room of Newton County Sheriff's Office.

Motion to adjourn made by Sheriff Jennings, seconded by Chief Altic and unanimously approved.

NEWTON COUNTY CENTRAL DISPATCH – OVERSIGHT BOARD MEETING

THURSDAY 25-AUGUST-2022 at 0900 HRS

The Newton County Central Dispatch Oversight Board Member Meeting was held Thursday August 25, 2022 at 0900 hours in the training room at Newton County Sheriff's Office

Those present were:

Chancy Huntzinger, Director - Central Dispatch Director
Chris Jennings, Sheriff – Newton County Sheriff Department
Mike Whitehead, Lieutenant – Neosho Police Department
Aaron Houk, Chief – Neosho Fire Department
David Osborn – Newton County Commissioner
James Altic, Chief – Seneca Police Department
Steve Coats, Chief – Redings Mill Fire Department
Charla Geller, Director – Newton County Emergency Management
Minutes taken by Kathy L. Wright, Admin Specialist - Central Dispatch Center

Meeting was called to order by Sheriff Chris Jennings

Old Business:

Minutes of the July 21, 2022 Oversight Board meeting were reviewed by those present.

Motion to approve made by Chief Jennings and seconded by Chief Houk. Unanimously approved.

Steve Bock has contacted Director Huntzinger to withdraw from consideration as Citizen-At-Large to the Board. Sheriff Jennings recommended Chaplain Mark Taylor for the position and will reach out to him and advise his response the next Board Meeting.

Chief Houk had contacted Director Huntzinger after the last meeting suggest expansion of the "Advisory Board" listed in the previously approved Amended Charter. Following discussion Chief Altic made a motion to remove the Advisory Board from the Charter completely. Motion seconded by Sheriff Jennings and unanimously approved. Following removal of the section related to the "Advisory Board" there will be no further need to review the Amended Charter prior to signing by the Newton County Commission and the Neosho Mayor.

Sonar equipment purchased by Newton County Rescue & Recovery with proceeds from the 2021 Public Safety Grant has still not been returned to the dispatch center as had been promised. Director Huntzinger will follow up with NCR&R. Conflicting information was received by Sheriff Jennings concerning the disposition of the equipment.

New Business:

Commissioner Osborn reports that Lost Creek, Little Lost Creek and Willow Branch have all tested positive for E.Coli. A public forum will be scheduled in the near future.

Dispatch Center News

- Call numbers continue to rise.
- Monkeypox protocols have been received from the International Academy of Emergency Dispatch (IAED)
- Active Shooter Training is being coordinated by Director Geller. She reports that Deputies Martin & Fox shared training on radar entry. Combat medic training and extraction is ongoing. School floor plans are being uploaded to CAD as they are received. Working on commercial buildings, Crowder College and Seneca Schools.
- Chief Altic advised that Tribal grants are available for dispatch training.
- Freeman Mass Casualty Event training will be held in September or October.

Next meeting will be Thursday, September 22, 2022 at 9:00 AM in the Training Room of Newton County Sheriff's Office.

Motion to adjourn made by Sheriff Jennings, seconded by Chief Altic and unanimously approved.

CHARTER FOR ESTABLISHMENT OF A JOINT COMMUNICATIONS CENTER

AMENDED

This Charter is hereby made and entered into this _____ day of _____, 2022 by and between the County of Newton and the City of Neosho, in order that the county-wide emergency communications center be established to provide service to the City of Neosho, the City of Diamond, the Diamond Fire Protection District, the City of Seneca, the City of Fairview, the Newton County Sheriff's Department, the City of Granby, *the Midway Fire District*, the Neosho Municipal Court, the Newton County Ambulance Service, the Redings Mill Fire Department, the Newton County Prosecuting Attorney's Office, *the Newton County Coroner*, the Newton County Juvenile Office, the Goodman Fire Protection District, *the Pierce City Fire District*, *the Seneca Fire Protection District*, the Stella Fire Protection District and the Newton County Emergency Management.

WHEREAS the governmental units and entities hereto have mutually covenanted and agreed it is in the best interest of the citizens of each of the governmental units and entities, which are parties hereto, a county-wide emergency communications center shall be established. This center shall provide emergency communication services including, but not limited to, law enforcement (i.e., police, sheriff, etc.), fire protection, ambulance service, medical services, Enhanced 9-1-1, and any other criminal justice agency or service within the confines of Newton County, Missouri, and;

WHEREAS, it has been determined the proper location for such a facility is *at 308 N. Jefferson St, Neosho MO.*, and;

WHEREAS, it has been heretofore resolved that equipment and manpower to operate such facility should be approved and provided by the County Commission, hereinafter referred to as the "Commission", with advice and council from the Joint Communications Center Oversight Board and Advisory Board, and;

WHEREAS, a board be established comprised of appointed representatives from said governmental units and entities, to be known as the Joint Communications Center Oversight Board, hereinafter referred to as the "Board", and a sub-board be established comprised of appointed representatives from said governmental units and entities, hereinafter referred to as the "Advisory Board" for the Newton County Criminal Justice Agencies. These boards were established April 1, 1995, and prior charters, in part and in full are superseded by this Amended Charter.

I. ESTABLISHMENT OF THE OVERSIGHT BOARD

A. CONSTITUTION OF THE BOARD

1. The Board is hereby established to observe and oversee the undertakings and activities of the Newton County Joint Communications Center, hereinafter referred to as the "Center" and shall have eight (8) members as follows:
 - a. The Board Chairman and Vice Chairman shall be occupied by either Newton County Sheriff or Neosho Chief of Police, serving alternate two (2) year terms. There assignments may be reversed by the mutual agreement of both officers and with the approval of the Board.
 - b. The Newton County Sheriff shall have a non-expiring term.
 - c. Newton County Emergency Operations Center Director shall have a non-expiring term.

- d. The Neosho Police Chief shall have a non-expiring term.
- e. The Neosho Fire Chief will have a non-expiring term.
- f. An appointed representative by the Newton County Ambulance Board shall have a non-expiring term.
- g. An at large member representative of the fire departments in Newton County, shall serve a two-year term.
- h. An at large member representative of the police departments in Newton County shall serve a two-year term.
- i. An at large citizen, appointed by the Commission, shall have a two-year term.

A. POWERS AND DUTIES OF THE OVERSIGHT BOARD

- 1. To review candidates for the position of Director of the Center and make recommendations to the Commission.
- 2. To conduct periodic meetings with the Director, receive reports and to provide said Director with guidance and direction.
- 3. To determine the location and time of this meetings and give public notice of meeting pursuant to the Missouri Sunshine Law.
- 4. The Board will work with the Director to assure proper management and control of the finances by:
 - a. Assisting the Director in budgetary tasks;
 - b. Making recommendations to the Commission regarding finances and annual budget.
- 5. To establish rules and regulations for conduct of business of the Center including, but not limited to, promulgation of administrative personnel regulations.
- 6. To review all appropriate insurance coverage of the Center and the Board. The Board may make recommendations to the Commission regarding insurance policies.
- 7. The Board may recommend to the Commission a compensation plan for Center personnel.
- 8. To review and make recommendations to the Commission for Contracts which shall be approved by the Commission.
- 9. The Board may hold appeal hearings of any Center employee who makes a request and then make a recommendation to the Commission. Such hearings shall conform to the provisions of the Missouri Sunshine Law.
- 10. The Board shall work with the Director of the Center in reviewing grant applications and monitoring funds received from grants.
- 11. The Board shall recommend standard operation procedures for the Center regarding criminal justice matters.
- 12. The advisory Board shall recommend policy for the hiring and firing of personnel employed by the Center.

B. MEETING

- 1. The Board shall hold one (1) meeting each month.
- 2. Special meetings of the Board may be called pursuant to Missouri Sunshine Law.

3. The Board shall keep minutes of all meetings and shall forward a copy of the minutes to each member of the Board and to the Commission.
- C. BY-LAWS
 1. The Board shall adopt by-laws, rules, or regulations for the conduct of its affairs as it deems necessary.
- D. LIMITATIONS OF POWERS OF THE BOARD
 1. The Board shall not involve itself in the day-to day operations of the Center except as outlined above.

II. ORGANIZATION OF THE CENTER

- A. The Director of the Center shall be in charge of the day-to-day operations of the Center. The director's administration and supervisory responsibility shall include but not be limited to:
 1. Planning, directing, and controlling the operations of Center;
 2. Recommending to Commission hiring, firing, promotion or discipline or Center personnel;
 3. Training of Center personnel;
 4. Assigning and scheduling personnel;
 5. Supervising Center personnel;
 6. Maintaining a liaison with agencies utilizing the communications system;
 7. Reporting to the Board on the operations of the Center.
- B. The Director shall submit to the Board a copy of the County's annual certified audit as performed by an independent auditor as it relates to the Center.
- C. To submit to the Board quarterly reports of the activities of the Center
- D. The director shall submit to the Board an annual inventory of equipment, real and personal property in the center with a value of \$1000 or more.
- E. The Director will maintain General and Operational Guidelines for the Center. General guidelines will be approved by the Commission. Operational guidelines will be approved by the Board.

WHEREAS, it is understood and agreed by the parties hereto, this agreement shall be self-renewing per annum hereafter, and shall continue in full force, and the Center shall serve the needs of the public safety agencies located in Newton County, Missouri, and;

WHEREAS, it has been determined that this Charter can be amended with recommendations by the Board, with the approval of the Commission and the City of Neosho.

NEWTON COUNTY, MISSOURI

Bill Reiboldt, Presiding Commissioner

Alan Cook, District 1 Commissioner

David Osborn, District 2 Commissioner

County of Newton, State of Missouri

ATTEST:

Tami Owens, Clerk of the County Commission

ENTERED INTO this _____ day of _____, 2022

CITY OF NEOSHO

Tyler Dewitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk of Neosho

REQUESTED COUNCIL MEETING DATE: October 25, 2022

ITEM: Bill No. 2022-79: Contract with Stafford Fencing for the Scenic Park Dog Park.

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Bill No. 2022-79 agreement w Stafford Fencing RE Scenic Park dog park
 2. City of Neosho agreement w Stafford Fencing RE Scenic Park dog park
-

PURPOSE:

To review the contract for the Scenic Park Dog Park.

BACKGROUND:

Received three bids for construction of the Scenic Park Dog Park. The bid from Stafford Fencing was accepted.

RECOMMENDATION:

The recommendation is to accept the contract with Stafford Fencing for the construction of the Scenic Park Dog Park.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Jeremy and Candace Stafford, d/b/a Stafford Fencing, for the purpose of constructing a dog park in Scenic Park located at 1500 N. Main Ave., Neosho, MO 64850, for the not to exceed price of Seventeen Thousand Two Hundred Sixty and 00/100 Dollars (\$17,260.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Jeremy and Candace Stafford, d/b/a Stafford Fencing, for the purpose of constructing a dog park in Scenic Park located at 1500 N. Main Ave., Neosho, MO 64850, for the not to exceed price of Seventeen Thousand Two Hundred Sixty and 00/100 Dollars (\$17,260.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Jeremy and Candace Stafford, d/b/a Stafford Fencing, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing a dog park in Scenic Park located at 1500 N. Main Ave., Neosho, MO 64850, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing a dog park in Scenic Park located at 1500 N. Main Ave., Neosho, MO 64850, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within ninety (90) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct a dog park in Scenic Park located at 1500 N. Main Ave., Neosho, MO 64850.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Seventeen Thousand Two Hundred Sixty and 00/100 Dollars (\$17,260.00) – the full amount of this contract – as follows. Contractor will be paid \$8,630.00 – 50% of this contract – within thirty (30) days of the Effective Date and \$8,630.00 – 50% of this contract – within thirty (30) days of completion of the project.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Intentionally omitted.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits,

actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the Certificate of Liability Insurance attached hereto and incorporated by reference as Exhibit C.

18. Liquidated Damages. Time is of the essence of this Agreement. If Contractor shall neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of \$500.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

19. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

20. Notices. All notices required or permitted hereinunder and required to be in writing

may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Jeremy and Candace Stafford
802 Spencer Drive
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

22. Payment Bond. Intentionally omitted.

23. Performance Bond. Intentionally omitted.

24. Prevailing Wages. Intentionally omitted.

25. Records and Audits. Intentionally omitted.

26. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

27. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

28. Safety Training. Intentionally omitted.

29. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

30. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all

subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

31. Subsurface Conditions. Intentionally omitted.

32. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

33. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

34. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

JEREMY AND CANDACE STAFFORD
D/B/A STAFFORD FENCING

Tyler DeWitt, Mayor

Jeremy Stafford

ATTEST:

Candace Stafford

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: October 25, 2022

ITEM: Bill No. 2022-81: Contract with Double Down Asphalt for the Golf Course Cart Path

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2022-81 Agreement w Double Down Asphalt Services LLC RE golf course cart path overlay and repair - 2022-2023
 2. Amended City of Neosho agreement w Double Down Asphalt Services LLC RE golf course cart path overlay and repair - 2022-2023
-

PURPOSE:

To seek council's approval of a contract with Double Down Asphalt for repaving golf cart paths.

BACKGROUND:

This is the agreement with Double Down Asphalt to conduct an overlay of asphalt on the back 9 holes on the golf course where the council approved the bid of \$120,613.00.

RECOMMENDATION:

The City Staff recommends the council approve the agreement with Double Down Asphalt for \$120,613.00 and authorize the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Double Down Asphalt Services, LLC, a Missouri Limited Liability Company, for the purpose of constructing improvements at the Neosho Municipal Golf Course located at 1850 Clubhouse Road, Neosho, MO 64850, to include golf cart path overlay and repair, for the not to exceed price of One Hundred Twenty Thousand Six Hundred Thirteen and 00/100 Dollars (\$120,613.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Double Down Asphalt Services, LLC, a Missouri Limited Liability Company, for the purpose of constructing improvements at the Neosho Municipal Golf Course located at 1850 Clubhouse Road, Neosho, MO 64850, to include golf cart path overlay and repair, for the not to exceed price of One Hundred Twenty Thousand Six Hundred Thirteen and 00/100 Dollars (\$120,613.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Double Down Asphalt Services, LLC, a Missouri Limited Liability Company, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements at the Neosho Municipal Golf Course located at 1850 Clubhouse Road, Neosho, MO 64850, to include golf cart path overlay and repair, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing improvements at the Neosho Municipal Golf Course located at 1850 Clubhouse Road, Neosho, MO 64850, to include golf cart path overlay and repair, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within ninety (90) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to construct improvements at the Neosho Municipal Golf Course located at 1850 Clubhouse Road, Neosho, MO 64850. Specifically, Contractor agrees to construct golf cart path overlay and repair, the quantity of which is approximately 855 tons over 11,550 feet of 6-foot-wide, 2-inch-depth of paths. Overlay and repair includes the removal of any roots under said path. Additionally, Contractor agrees to perform the described drainage and dirt work.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full

and complete compensation for Contractor's work. City will pay Contractor One Hundred Twenty Thousand Six Hundred Thirteen and 00/100 Dollars (\$120,613.00) – the full amount of this contract – as follows. Contractor will submit monthly applications for payment based on the progress of the work. Within fifteen (15) days of City's receipt and approval of a properly submitted, complete, and correct Progress Payment Application, City shall make payment to Contractor of the amount approved by City for payment.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)

18. Liquidated Damages. Time is of the essence of this Agreement. If Contractor shall neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of \$500.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the

amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

19. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Double Down Asphalt Services, LLC
ATTN: Chris Hawkins
11522 Holly Road
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

22. Payment Bond. Intentionally omitted.

23. Performance Bond. Intentionally omitted.

24. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the “prevailing hourly rate of wages” for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

25. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

26. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

27. Right to Proceed. In the event this contract is terminated, then the City may take

over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

28. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

29. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

30. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

31. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

32. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general

assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

33. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

34. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

DOUBLE DOWN ASPHALT SERVICES, LLC

Tyler DeWitt, Mayor

By:
Its: authorized signatory

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: October 18, 2022

ITEM: Bill No. 2022-74: Annexation 1066 Baxter Street

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2022-74 1066 Baxter Street Annexation
 2. Completed Annexation Petition 1066 Baxter Street
 3. 1066 Baxter Deed
-

PURPOSE:

The purpose of this ordinance is to voluntarily annex the residential property located at 1066 Baxter Street into the city limits of Neosho.

BACKGROUND:

This residential property is currently located outside the city limits but is contiguous and compact to the existing corporate city limits on two sides of the property. The owners of the property have filed a notarized petition for voluntary annexation with the city and legal notice to the public has been published in the Neosho Daily News within the time periods described by Missouri State law (RSMo 72.012).

RECOMMENDATION:

Staff recommends the annexation of the property located at 1066 Baxter Street and that it be zoned as R-1 First Dwelling House District.

AN ORDINANCE APPROVING THE ANNEXATION OF THE PROPERTY LOCATED AT, 1066 Baxter Street, Newton County, Neosho, Missouri.

WHEREAS, on September 28, 2022 a verified petition, signed by all owners on the real estate hereinafter described, requesting annexation of said territory into the City of Neosho, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Neosho, Missouri; and

WHEREAS, a public hearing concerning said matter was held at the City Hall in Neosho, Missouri, at the hour of 7:00 p.m. on October 18, 2022; and

WHEREAS, notice of said Public Hearing, was given by publication of notice thereof, on October 4, 2022 in the Neosho Daily news, a bi-weekly newspaper of general circulation in the County of Newton, State of Missouri, and

WHEREAS, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Neosho, Missouri within fourteen days after the public hearing; and

WHEREAS, the City of Neosho, Missouri is able to furnish normal municipal services to said area within a reasonable time after annexation; and

WHEREAS, the City Council desires to find and determine that said annexation is reasonable and necessary for the proper development of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

Section 1: The City Council hereby annex the following described real estate into the City of Neosho, Missouri, pursuant to the provision of Section 71.012 RSMo, to wit:

Part of the West 5 acres of the South Half Southeast Quarter of Section 14, Township 25, Range 32, Newton County, Mo. described as the beginning at the intersection of East line of West 5 acres of South Half Southeast Quarter Southeast Quarter Southeast Quarter and North line of Baxter Street Road; thence West along said road 105 feet; thence North 80 feet; thence Northeasterly to a point 125 feet North and 90 feet West of the point of beginning; thence East 90 feet; thence South 125 feet to point of beginning.

Section 2: The boundaries of the City of Neosho, Missouri, are hereby altered so as to encompass the above-described tract of land lying adjacent and contiguous to the present corporate limits.

Section 3: The City Clerk of the City of Neosho, Missouri, hereby is ordered to cause three certified copies of this Ordinance to be filed with the Newton County Clerk.

Section 4: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this _____ day of _____, 2022.

Read, this second time, passed, and truly agreed to by the City Council of City of Neosho, Missouri this _____ day of _____, 20____.

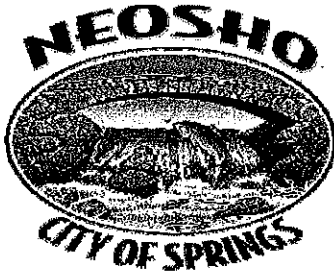
Tyler DeWitt, Mayor

ATTEST:

APPROVED AS TO FORM:

Cheyenne Wright
City Clerk

Jordan Paul
City Attorney



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): Carl + Rebecca Cobb (REBECCA COBB LLC)

STREET ADDRESS OWNER(s): 1241 Peterson Road

CITY, STATE, ZIP CODE: Neosho, MO 64850

MAILING ADDRESS: (same as above)

PHONE: 417-592-8884

OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: _____

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 1066 Baxter

ARE ANY RESIDENCES LOCATED ON PROPERTY: Yes

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR

BUSINESS(ES) ON PROPERTY: N/A

REQUESTED ZONING: R-1

ELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER: Spine

TELEPHONE PROVIDER (LANDLINE): NONE

REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of \$100 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER SIGNATURE: Carl F. Cobb DATE: 9/28/2022

OWNER NAME (print): CARL F. COBB

CO-OWNER SIGNATURE: Rebecca Cobb DATE: 9/28/2022

CO-OWNER NAME (print): REBECCA COBB

Staff Use Only

Application Accepted. By: _____

Date: _____

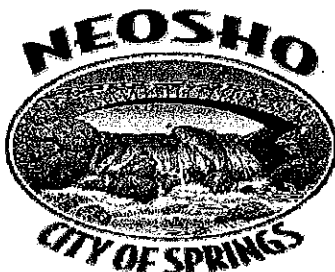
Time: _____

☐ Parcel Map Received

☐ Application Fee Received

☐ Deed Received

☐ Publication Fee Received



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

(LEGAL DESCRIPTION ATTACHED)

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this 28th day of September, 2022.

OWNER SIGNATURE: Carl F. Cobb DATE: 9/28/2022

OWNER NAME (print): Carl F. Cobb

CO-OWNER SIGNATURE: [Signature] DATE: 9/28/2022

CO-OWNER NAME (print): Rebecca Cobb

CO-OWNER SIGNATURE: [Signature] DATE: [Signature]

CO-OWNER NAME (print): [Signature]

Staff Use Only

Received By: _____

Date: _____

Time: _____

1066 Baxter Street Legal Description

Part of the West 5 acres of the South Half Southeast Quarter Southeast Quarter of Section 14, Township 25, Range 32, Newton County, Mo. described as beginning at the intersection of East line of West 5 acres of South Half Southeast Quarter Southeast Quarter and North line of Baxter Street Road; thence West along said road 105 feet; thence North 80 feet; thence Northeasterly to a point 125 feet North and 90 feet West of the point of beginning; thence East 90 feet; thence South 125 feet to point of beginning.



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

AFFIDAVIT FOR A JOINT OWNERSHIP

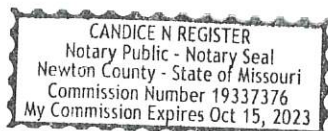
Carl F. Cobb
Property Owner

Rebecca Cobb
Property Owner

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 29 day of September, 2022, before me personally appeared Carl F. Cobb and Rebecca Cobb, to me personally known, who being duly sworn, declared that they are the persons who signed the foregoing document as joint owners of the property and that they are husband and wife and, acknowledge said instrument to be their free act and deed as joint owners and that the statements therein contained are all true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Neosho, Missouri, the day and year first above written.



Candice N. Register
Notary Public

My commission expires: 10/15/2023



Recording Date/Time: 09/23/2022 at 03:50:04 PM

Book: 371 Page: 7680

Instr #: 202207764

Type: WD

Pages: 2

Fee: \$27.00 S 20220006297

Jennifer A. Childers
Recorder of DeedsNCA
\$27.00

40/06 \$117.00

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION ONLY

GENERAL WARRANTY DEED

File No. 42352

THIS DEED, made and entered into this 22ND day of Sept., 2022, by and between**GRANTORS:** STEPHEN BUNCH and JACKIE BUNCH, husband and wife
of the county of Newton, State of Missouri party or parties of the first part and**GRANTEE:** REBECCA J. COBB, LLCADDRESS: 1241 Peterson Rd Neosho MO 64850
of the county of Newton, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate, situated in the county of Newton, and State of Missouri, to wit:

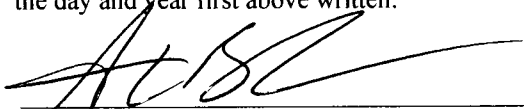
Part of the West 5 acres of the South Half Southeast Quarter Southeast Quarter of Section 14, Township 25, Range 32, Newton County, Mo. described as beginning at the intersection of East line of West 5 acres of South Half Southeast Quarter Southeast Quarter and North line of Baxter Street Road; thence West along said road 105 feet; thence North 80 feet; thence Northeasterly to a point 125 feet North and 90 feet West of the point of beginning; thence East 90 feet; thence South 125 feet to point of beginning. {

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same belonging unto the said party or parties of the second part forever.

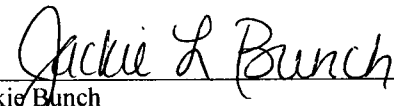
The said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will **WARRANT AND DEFEND** the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2022 and thereafter, and special taxes becoming a lien after the date of this deed.

Newton County, Missouri

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.



Stephen Bunch



Jackie Bunch

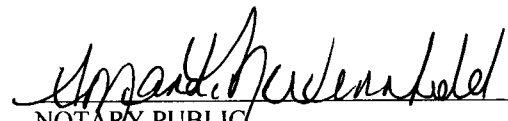
ACKNOWLEDGMENT

STATE OF MISSOURI)
)SS
COUNTY OF NEWTON)

On this 22nd day of Sept, 2022, before me personally appeared STEPHEN BUNCH and JACKIE BUNCH, husband and wife to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

My commission expires: 01.22.2023



NOTARY PUBLIC

Amanda R. Wennhold
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires: 01/22/2023
Commission # 15632841

REQUESTED COUNCIL MEETING DATE: October 25, 2022

ITEM: Bill No. 2022-80: Contract with Construction Services Group, LLC for Construction of Morse Park Restrooms

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Bill No. 2022-80 agreement w CSG RE Morse Park restrooms
 2. City of Neosho agreement w CSG RE Morse Park restrooms
-

PURPOSE:

To seek the Council's approval for the contract with CSG, LLC to construct new restrooms that will be located at MorsePark.

BACKGROUND:

Received two bids for the construction of the Morse Park restrooms, and the bid from CSG was accepted.

RECOMMENDATION:

The recommendation is to accept the contract with CSG for the construction of the new restrooms to be built at Morse Park.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing restrooms at Morse Park for the not to exceed price of One Hundred Sixteen Thousand Seven Hundred Ninety-Five and 00/100 Dollars (\$116,795.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing restrooms at Morse Park for the not to exceed price of One Hundred Sixteen Thousand Seven Hundred Ninety-Five and 00/100 Dollars (\$116,795.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing restrooms at Morse Park, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing restrooms at Morse Park, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within one hundred twenty (120) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct restrooms at Morse Park as follows. Contractor agrees to construct a 12x20 foot men and women’s restroom. The men’s restroom will include two stalls, one a urinal and one an ADA-compliant stall. The women’s restroom will include two stalls, at least one of which will be an ADA-compliant stall. The building will be constructed on a concrete slab with a split faced 8x8x16 block for the exterior walls, wood frame rafters, and painted metal roof. The roof will be a peaked roof with a 4/12 pitch. The gable ends will be painted metal that matches the roof. Contractor agrees to perform all necessary work to construct and connect the building to sewer and water utilities.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full

and complete compensation for Contractor's work. City will pay Contractor One Hundred Sixteen Thousand Seven Hundred Ninety-Five and 00/100 Dollars (\$116,795.00) – the full amount of this contract – as follows. Contractor will submit monthly applications for payment based on the progress of the work. Within fifteen (15) days of City's receipt and approval of a properly submitted, complete, and correct Progress Payment Application, City shall make payment to Contractor of the amount approved by City for payment, subject to 5% retainage.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)

18. Liquidated Damages. Time is of the essence of this Agreement. If Contractor shall neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of \$500.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the

amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

19. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Marion Company, LLC
ATTN: Chris Marion
12451 Hwy 59
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

22. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of One Hundred Sixteen Thousand Seven Hundred Ninety-Five and 00/100 Dollars (\$116,795.00) – full amount of contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

23. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of One Hundred Sixteen Thousand Seven Hundred Ninety-Five and 00/100 Dollars (\$116,795.00) – full amount of contract – conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover

the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

24. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the “prevailing hourly rate of wages” for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

25. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

26. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

27. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

28. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

29. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

30. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

31. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

32. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

33. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

34. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement

to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

MARION COMPANY, LLC

Tyler DeWitt, Mayor

By:
Its: authorized signatory

ATTEST:

Cheyenne Wright, City Clerk

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing restrooms at Morse Park for the not to exceed price of One Hundred Thirty-Six Thousand Forty and 00/100 Dollars (\$136,040.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing restrooms at Morse Park for the not to exceed price of One Hundred Thirty-Six Thousand Forty and 00/100 Dollars (\$136,040.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing restrooms at Morse Park, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing restrooms at Morse Park, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within one hundred twenty (120) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct restrooms at Morse Park as follows. Contractor agrees to construct a 12x20 foot men and women’s restroom. The men’s restroom will include two stalls, one a urinal and one an ADA-compliant stall. The women’s restroom will include two stalls, at least one of which will be an ADA-compliant stall. The building will be constructed on a concrete slab with a split faced 8x8x16 block for the exterior walls, wood frame rafters, and painted metal roof. The roof will be a peaked roof with a 4/12 pitch. The gable ends will be painted metal that matches the roof. Contractor agrees to perform all necessary work to construct and connect the building to sewer and water utilities.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full

and complete compensation for Contractor's work. City will pay Contractor One Hundred Thirty-Six Thousand Forty and 00/100 Dollars (\$136,040.00) – the full amount of this contract – as follows. Contractor will submit monthly applications for payment based on the progress of the work. Within fifteen (15) days of City's receipt and approval of a properly submitted, complete, and correct Progress Payment Application, City shall make payment to Contractor of the amount approved by City for payment, subject to 5% retainage.

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6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)

18. Liquidated Damages. Time is of the essence of this Agreement. If Contractor shall neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of \$500.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the

amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

19. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Marion Company, LLC
ATTN: Chris Marion
12451 Hwy 59
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

22. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of One Hundred Thirty-Six Thousand Forty and 00/100 Dollars (\$136,040.00) – full amount of contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

23. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of One Hundred Thirty-Six Thousand Forty and 00/100 Dollars (\$136,040.00) – full amount of contract – conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance

of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

24. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the “prevailing hourly rate of wages” for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

25. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

26. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

27. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

28. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

29. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

30. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

31. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

32. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

33. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

34. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement

to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

MARION COMPANY, LLC

Tyler DeWitt, Mayor

By:
Its: authorized signatory

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: November 1, 2022**ITEM:** Horizontal Recycling Bailer

ORIGINATING DEPARTMENT: Public Works Department**ATTACHMENT:****1. Horizontal Recycling Baler Nov 1st 2022**

PURPOSE:

To seek the Council's approval of bids for the purchase of a new horizontal recycling baler.

BACKGROUND:

The recycling center's current baler has experienced multiple breakdowns in the past three years. The purchase of a new machine will allow the recycling center to use the current baler as a backup and to help increase production. We sent out multiple bids and received two back.

Reaction Distributing INC. THB 6048X \$88,899.00

Superior Equipment Services Cramalot HE-60-M \$111,518.00

Cramalot HE-60-M Installed \$118,120.00

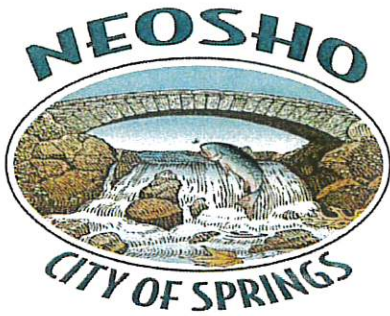
This purchase was budgeted out of Recycling Center for \$90,000.00

RECOMMENDATION:

The City staff recommends the purchase of the THB 6048X from Reaction Distributing INC. for \$88,899.00.

ITB: HORIZONTAL BALER

Submitted to:
City of Neosho
203 E. Main Street
Neosho, MO, 64850
Attention: City Clerk



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

October 11th, 2022

RE: INVITATION TO BID

To Whom It May Concern:

Enclosed you will find an invitation to bid on equipment for the City of Neosho. The invitation to bid is self-explanatory.

The bid packet is for a Cram-A-Lot HE-60-M Baler

The City of Neosho invites you to bid on the Cram-A-Lot HE-60-M Baler.

The City of Neosho retains the right to refuse any bids for this Cram-A-Lot HE-60-M Baler.

If you have any questions, feel free to contact our office.

Thank you,

Nate Siler
Public Works Director
417-451-8071

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until the bid opening on **October 20th, 2022, at 10:00 am.** at the City of Neosho City Hall Building.

Please address and send sealed bids to the office of the

**City of Neosho
ATTN: City Clerk
203 E Main St
Neosho, MO 64850**

Sealed bid envelopes are to be marked: **Cram-A-Lot HE-60-M Baler**

The bid packet is for: Cram-A-Lot HE-60-M Baler

Questions concerning the specifications and bid procedure should be directed to Nate Siler, 200 Nelson Ave, Neosho, MO 64850

The City reserves the right to reject any or all bids and to accept the best bid.

Thank you,

Nate Siler
Public Works Director

SPECIFICATIONS

The bid packet is for the purchase of: Cram-A-Lot HE-60-M Baler

Cram-A-Lot HE-60-M Baler for specifications please see attached

The price must include delivery to 4700 Howard Bush Dr. Neosho MO, 64850

BID FORM

Description: (To be completed by bidding party)

Please refer to the attached quote for details on equipment costs.

Price(s) for unit(s) meeting enclosed specifications: \$88,899.00

F.O.B. Neosho, MO

Projected Shipping Date: 12 to 16 weeks after approval of shop drawings

After delivery - payment made on the third Tuesday of the month delivered

I certify that this bid on the stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Reaction Distributing Inc.

SIGNED BY: Larry Vine, President

ADDRESS: 19 Brock Street, Ajax, Ontario, Canada, L1S1S9

EMAIL: larry@reactiondistributing.com

PHONE: (905) 426-6442

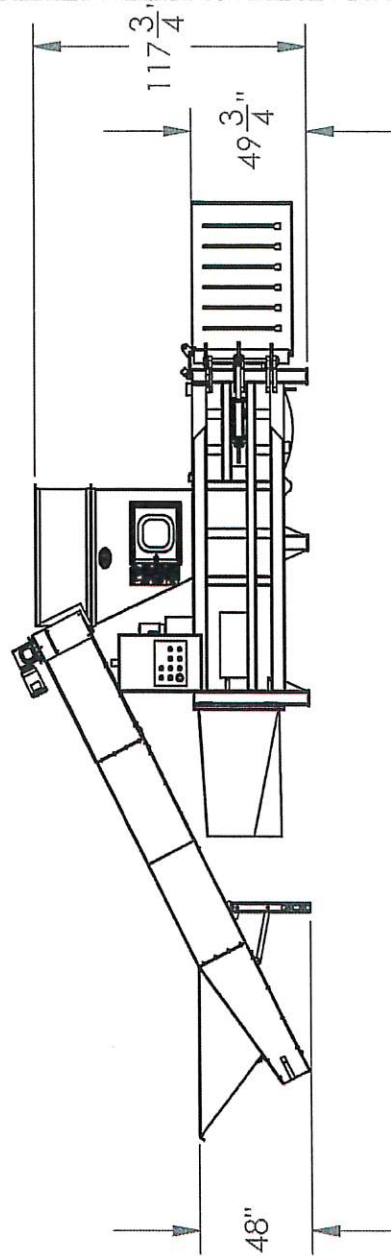
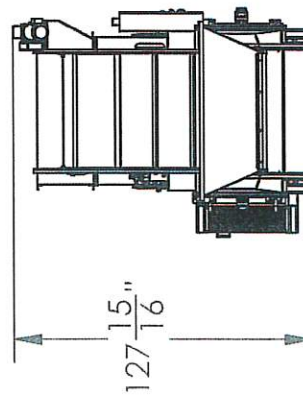
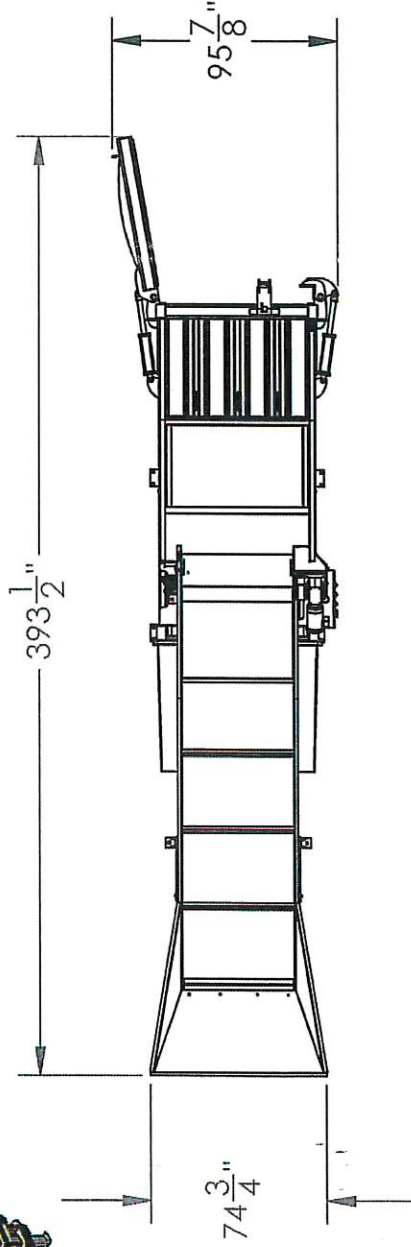
PROPERTY OF
J.V. MANUFACTURING, INC.

THIS MATERIAL OR PARTS THEREOF,
SHALL NOT BE REPRODUCED IN ANY
FORM, BY ANY METHOD, WITHOUT PRIOR
WRITTEN CONSENT OF THE AUTHOR.

SUBMITTED FOR YOUR APPROVAL

DATE _____

PLEASE CHECK THE PRINT CAREFULLY AND MARK ALL
CHANGES REQUIRED.
THIS IS A PROPOSAL PRINT AND WILL NOT BE RELEASED
FOR PRODUCTION WITHOUT A SIGNED APPROVAL



J.V. MANUFACTURING INC. (479)-751-7320
701 BUTTERFIELD COACH RD SPRINGDALE, AR. 72765

DWN. BR DATE DWN. 4/1/15 APPR.

HE-60-M, LH DOOR SWING, RH CONTROLS

DRW NO. T3762-SALES

SHEET 1 OF 1

REV.	ECN NUMBER	DATE	APPR



HE-60-M Baler Specifications
7/03/2019

GENERAL EQUIPMENT SPECIFICATIONS

Dimensions:	Length	206 1/4"	(Baler)
		336 1/4"	(Baler and standard conveyor)
	Frame Width	68 3/4"	
	Overall Width	85"	
	Height	49 1/2"	(Baler)
		127 1/2"	(Top of conveyor)
Weight:		15,200 lbs.	(Baler)
		17,600 lbs.	(Baler and standard conveyor)
Bale size:	Length	48"	
	Width	60"	
	Height	30"	
Clear Top Opening	Length	35-1/2	
	Width	56	
Bale Weights:	Corrugated	1100 - 1300 lbs.	
	High Grade	1300 - 1500 lbs.	
	Newsprint	1350 - 1600 lbs.	
	P.E.T.	750 - 900 lbs.	
	H.D.P.E.	800 - 950 lbs.	
	Aluminum	500 - 600 lbs.	
Bale ties	12ga x 14'		
	(Bales these materials without preconditioning)		
Operating pressure:	2400 psi.	(normal)	
	2800 psi.	(maximum)	
Platen force:	120,600 lb.	(normal)	
	140,750 lb.	(maximum)	
Platen pressure:	67.0 psi.	(normal)	
	78.2 psi.	(maximum)	
Cycle time (no load):	48 sec.	(standard)	
	32 sec.	(Optional 30 hp Upgrade)	
Wire tie method	Pull-Thru tie system with 6 ties. 6 Wire guide tracks that are removable for cleaning.		

Baler meets or exceeds ANSI Z245.5 safety standards.

Baler uses readily available, nationally and internationally distributed components.

Baler is assembled from at least 95% American made components.

CONSTRUCTION SPECIFICATIONS

BALE CHAMBER:	Floor	(7) 1/2" x 8" flat bars with (2) 3/4" x 4" flat bar stiffeners each.
	Top	(12) 1"x 1" x 1/4" angle iron wire pull tracks. (7) 1/2" x 8" flat bars with (2) 3/4" x 4" flat bar stiffeners each.
BALER FLOOR		1/2" plate with C4x5.4 channel stiffeners.
BALER SIDES:	Side sheet	3/8" plate reinforced horizontally with 4"x3"x5/16" square tubing. Reinforced vertically with C4x5.4 and MC4x13.8 channels and 6"x 4" x 1/4" tubing.
	Rear legs	6"x 4" x 3/8" tubing.
	Front legs	6"x 4" x 3/8" tubing.
	Horiz. side rails	6"x 3" x 3/8" tubing.
CUTTER BAR ASSEMBLY:	Cutter bar	1" x 1 1/2" cold drawn alloy flat bar (AISI 4140).
	Backing bar	1 1/2" x 6" cold drawn flat bar.
	Support tube	8"x 2" x 3/8" tubing.
HOLD DOWN BAR ASSY.:	Hold down bars	1" x 2" cold drawn alloy flat bar (AISI 4140).
	Mounting bars	1" x 2" flat bar with 1/4" x 2 1/2" flat bar stiffener.
PRESSHEAD:	Face plate	3/4" plate.
	Cyl. mount channels.	C12x20.7 channel.
	Cyl. mount plates	1" x 4" flat bar.
	Side plates	1/4" plate.
	Side channel	C4"x 5.4 channel reinforced with 1 1/2" x 1 1/2" fb
	Center supports	C6x8.2 channel.
	Top plate	3/8" plate.
	Floor Plate	1/2" abrasion resistant plate (212 - 255 BHN).
	Floor stiffener	1/2" x 4" flat bar.
	Cutters	1" T1 type A plate (321 minimum BHN)
CHAMBER DOOR:	Side Guides	4x5.4 channel with 88" long UHMW shoe pads.
	Horizontal frame	6"x 4" x 1/2" tubing with 1" plate reinforcement.
	Vertical frame	6"x 6" x 1/2" tubing.
	Center frame	3/4" x 6" flat bar with 6"x 2" x 1/4" tubing reinforcement.
	Door hinge	(3) 1 1/2" plate hinges.

Latch 6"x 6"x 1/2" angle.
Latch hinge (2) 1 1/2" plate hinges and (2) 1" plate hinges.

HYDRAULIC SYSTEM SPECIFICATION

MOTOR **Standard: 20 hp, 1800 rpm, 256TC frame, 230/460 Vac 3-phase.**
Optional Upgrade: 30 hp, 1800 rpm, 286TC frame, 230/460 Vac-
3 phase
Optional 208Vac 3 phase

PUMP **Standard: 38 gpm double vane**
Optional 30 hp Upgrade: 63 gpm double vane

CARTRIDGE VALVES Sun Hydraulics
DIRECTIONAL VALVE D08 tandem spool valve.
DOOR HAND VALVE 4 way, 3 position tandem spool valve

FILTRATION Suction 2" Suction Strainer, 140 micron
Return 10 micron

CYLINDERS Presshead 8" bore x 84" stroke x 5" rod
Door 5" bore x 12" stroke x 2" rod

HYDRAULIC HOSES Parker and Aeroquip.

HYDRAULIC FLUID Sun Hydraulic Oil 2105.

RESERVOIR **Standard: 107 gallon capacity. Machine Mounted.**
Optional 30 hp Upgrade: 180 gallon capacity. Remote Mounted
Hydraulic power unit comes standard with: sight gauge, filler/breather cap, 10" clean out cover,
and drain plug.

ELECTRICAL SYSTEM SPECIFICATIONS

MAIN CONTROL PANEL

ENCLOSURE NEMA 12 rated Hoffman enclosure, 30" x 24".

ELECTRICAL SYSTEM SPECIFICATIONS CONT

OPERATORS Allen Bradley 800EM series.

Master stop mushroom push button
Keyed start Switch
Conveyor stop button (with conveyor option)

Master stop mushroom push button
Keyed start Switch
Touch Screen controls for all other controls
Conveyor stop button (with conveyor option)
Auto cycle audible and visual indicator

P.L.C. Allen Bradley MicroLogix Programmable Logic Controller

TERMINAL BLOCKS Entrelec

WIRE MTW #16 gage wire numbered or color coded.

Control panel is U.L. listed

PAINT SPECIFICATIONS

Primer Rust inhibiting bottom coat, 2 mil thickness
Paint Industrial enamel, high solids, 4 mil thickness

From: [Larry Vine](#)
To: nsiler@neoshomo.org
Subject: Horizontal baler bid
Date: Friday, October 14, 2022 8:47:00 AM

Good morning,

We are interested in submitting a proposal for the horizontal baler and need clarification of the following.

- a. The bid references a model HE-60-M which represents a very common full penetration design. Please confirm that the city will accept quotes for equivalent designs by other manufacturers.
- b. The bid document only specifies the baler but there some conveyor details listed on page #5. Please confirm that the city is looking to have a conveyor included in the cost.
- c. The bid document confirms that freight is to be included. Please confirm that off-loading and installation is not to be included in the overall cost.

Regards,

Larry Vine
President
Reaction Distributing Inc.
19 Brock Street
Ajax, Ontario
Canada, L1S 1S9
Tel: (905) 426-6442
Fax: (905) 426-5925
Mobile: (416) 729-9280
Email: larry@reactiondistributing.com
Web: www.reactiondistributing.com

From: [Barratt, Jeff](#)
To: [Larry Vine](#)
Subject: Horizontal Baler bid
Date: Tuesday, October 18, 2022 10:20:30 AM

Yes, we will accept Quotes on equivalent Designs. We would like it priced with a conveyor. We will be able to handle the offloading and installation.

Thank you,
Jeff Barratt
Assistant Director
Public Works
City of Neosho
200 Nelson Ave.
Neosho, MO 64850
417-451-8071
417-451-8074 Fax



CONFIDENTIALITY CLAUSE

This e-mail and any attachments are intended only for those to which it is addressed and may contain information which is privileged, confidential, and prohibited from disclosure or unauthorized use under applicable law. If you are not the intended recipient of this e-mail, you are hereby notified that any use, dissemination, or copying of this e-mail or the information contained in this e-mail is strictly prohibited by the sender. If you have received this transmission in error, please return the material received

ITB: HORIZONTAL BALER

Supporting Documents

Baler & conveyor specifications

Sample shop drawings

Equipment comparison

Detailed quote

Installation photos

References



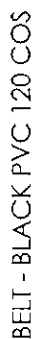
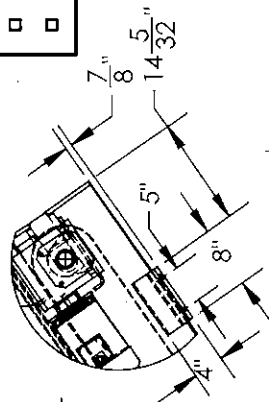
WEST VIRGINIA ARMY NATIONAL GUARD 2021 THB-6048 INSTALLATION



CITY OF PLAINVIEW TEXAS 2021 THB-6048 INSTALLATION

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☐ RIGHT HAND DRIVE
OR
☐ LEFT HAND DRIVE

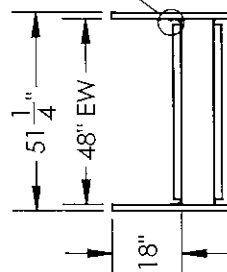


CLEATS - 2" HIGH RECYCLER ON 48" CNTRS
SPEED - 65 FPM FIXED

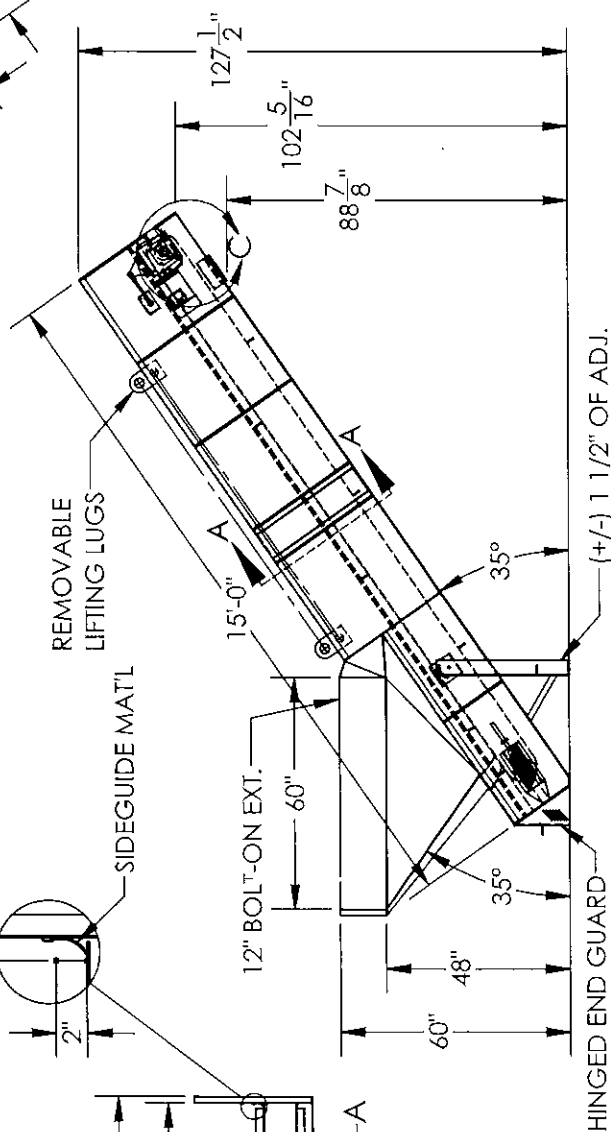


REMOVABLE
LIFTING LUGS

—SIDEGUIDE MAT'L

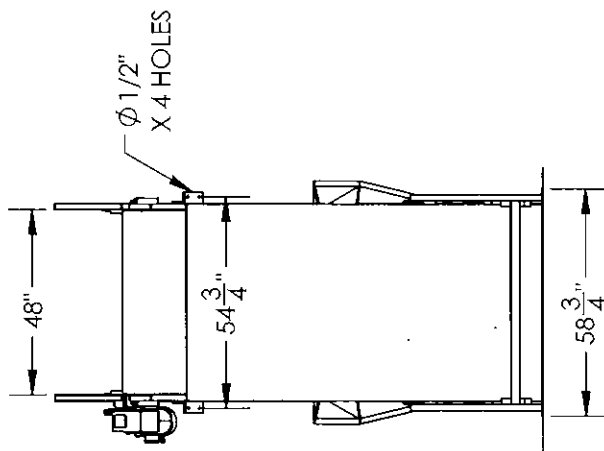


SECTION A-A



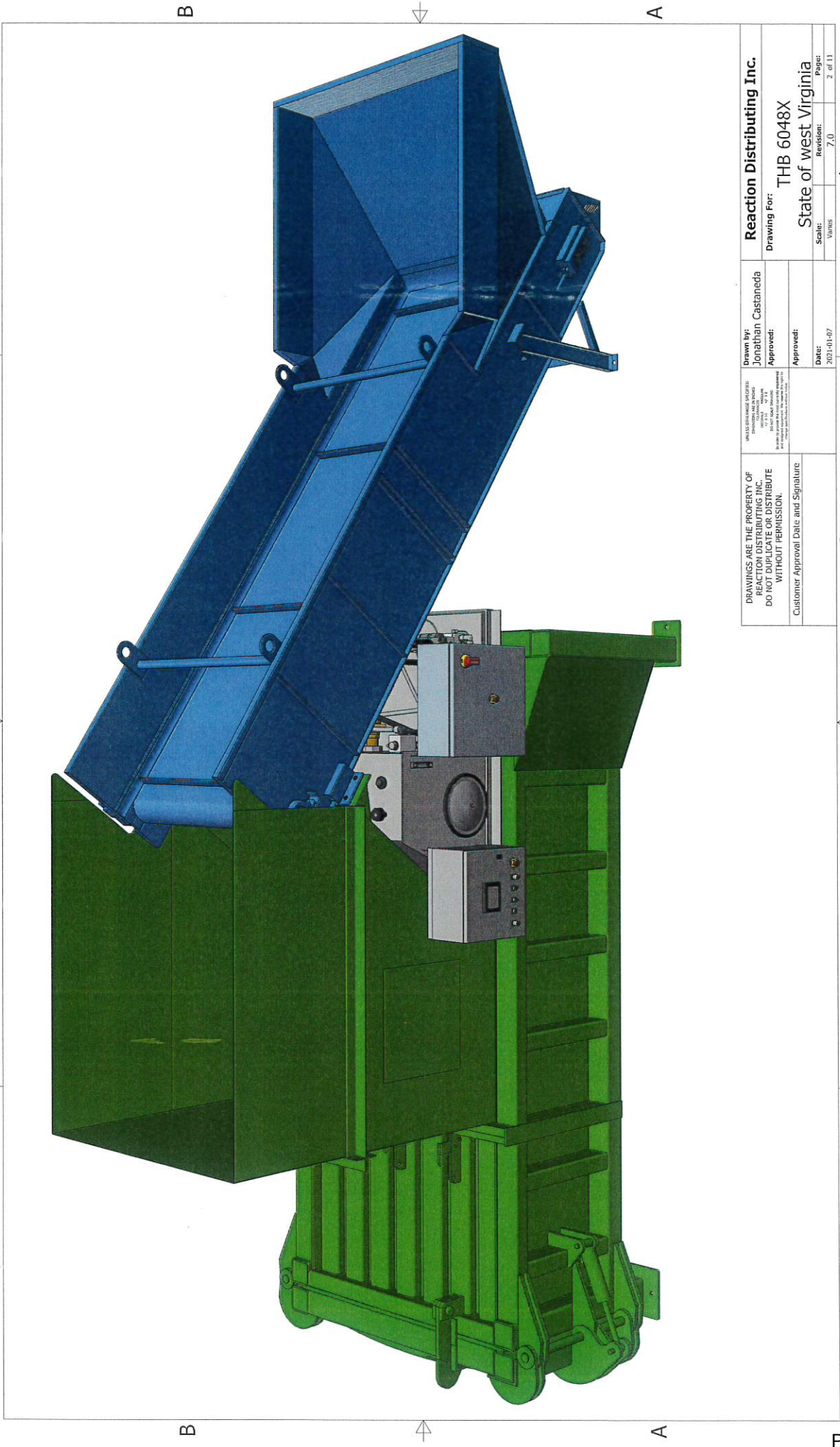
PAIN'T COLOR:
RAL-5019 CAPRI BLUE

MAX LIVE LOAD = 600 POUNDS



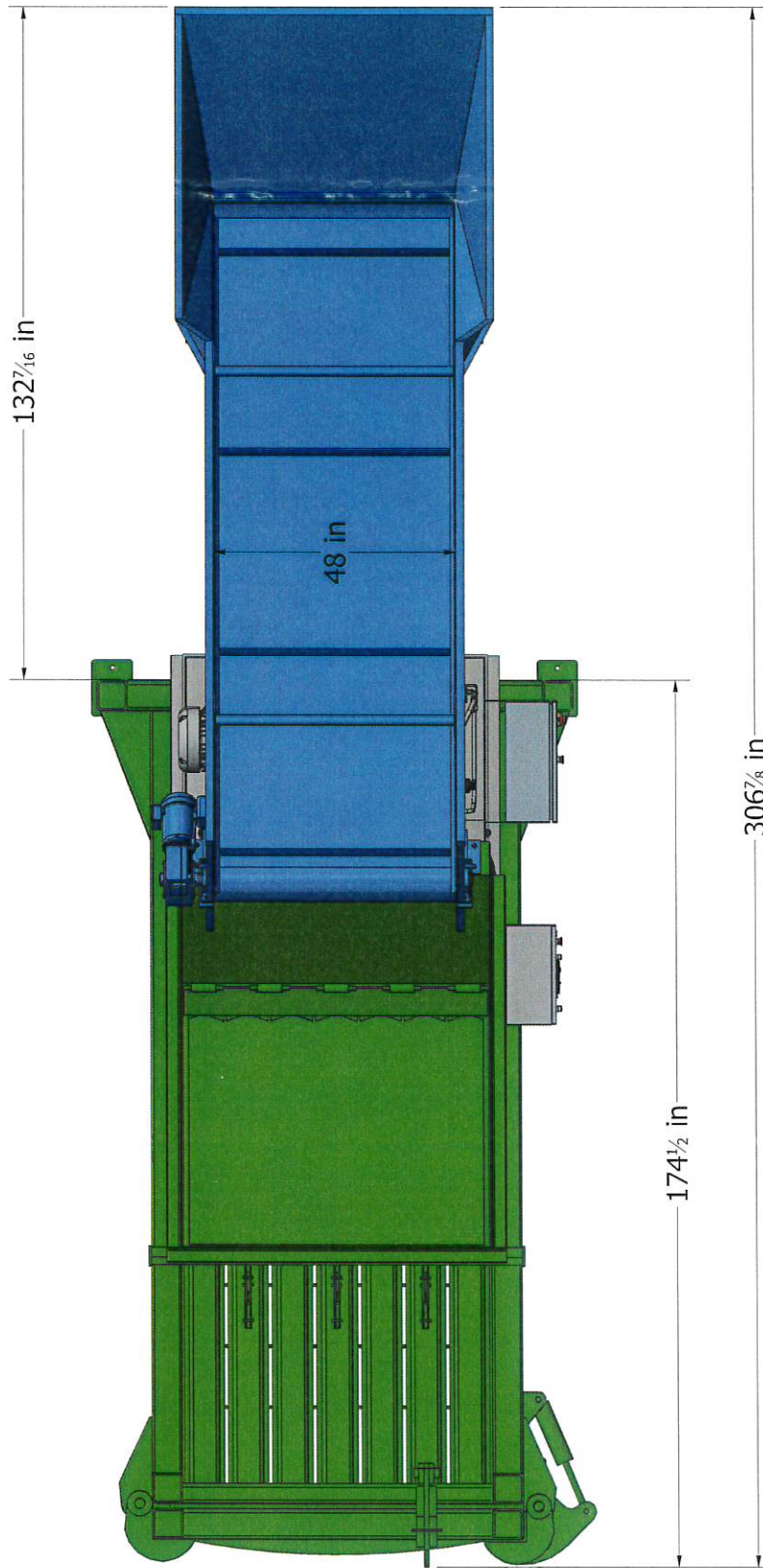
SAFETY REVIEW		APPLICATION REVIEW		APPROVED OR CHANGES AS SHOWN OR REQUIRED	
THE NEED FOR SAFETY DEVICES VARIES WITH EACH APPLICATION OF THIS EQUIPMENT. THIS DRAWING MAY NOT INCLUDE ALL APPROPRIATE SAFETY DEVICES FOR YOUR APPLICATION, AS SYSTEMS INTEGRATOR, PLEASE ADVISE YOUR CUSTOMER OF DEVICES THAT ARE APPROPRIATE FOR HIS/HER APPLICATION, BASED ON YOUR SAFETY ASSESSMENT. DEVICES MAY INCLUDE, BUT ARE NOT LIMITED TO THOSE SUCH AS, ADDITIONAL GUARDING, SAFETY CONTROLS, BARRICADES, END STOPS, ETC. COMPLIANCE WITH FEDERAL, STATE, OSHA AND LOCAL LAWS OR CODES ARE THE RESPONSIBILITY OF BOTH OF YOU, AS THE SYSTEMS INTEGRATOR/DISTRIBUTOR AND THE END USER.		PLEASE REVIEW THE EQUIPMENT DESIGN FOR ITS ABILITY TO FUNCTION PROPERLY IN YOUR INTENDED APPLICATION. SYSTEM INTEGRATION AND APPLICATION REVIEW ARE NOT THE RESPONSIBILITY OF ENDURA-VEYOR INC. THEREFORE, ENDURA-VEYOR INC. MAKES NO CLAIMS AS TO THE PERFORMANCE OF THIS DESIGN FOR ANY PARTICULAR PURPOSE OR APPLICATION.		CO. NAME _____ DATE _____ SIGNATURE _____	
ENDURA-VEYOR INC. P.O. BOX 225 ALPENA, MI 49707 PHONE (888) 348-7060		JOB NO: J102047 DRAWN BY: TSB DATE: 4/12/2022 REVISION: -- SCALE: N/A REF. JOB #: 97847		TITLE: _____ DRG. NO.: _____ 102047- APPROVAL	
MODEL 800 BALER FEED CONVEYOR - EV800BF-48-15-35					

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DRAWINGS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT PERMISSION. Customer Approval Date and Signature	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE: FRACTIONS DECIMALS 1/16" 0.0625" 0.001" 0.0005" HOLE TO FIT SHANK AS SHOWN HOLE TO FIT SHANK AS SHOWN HOLE TO FIT SHANK AS SHOWN HOLE TO FIT SHANK AS SHOWN	Drawn by: Jonathan Castaneda	Reaction Distributing Inc.		
		Approved:	Drawing For: THB 6048X		
		Approved:	State of west Virginia		
		Date: 2021-01-07	Scale: VIRUS	Revision: 7.0	Page: 2 of 11

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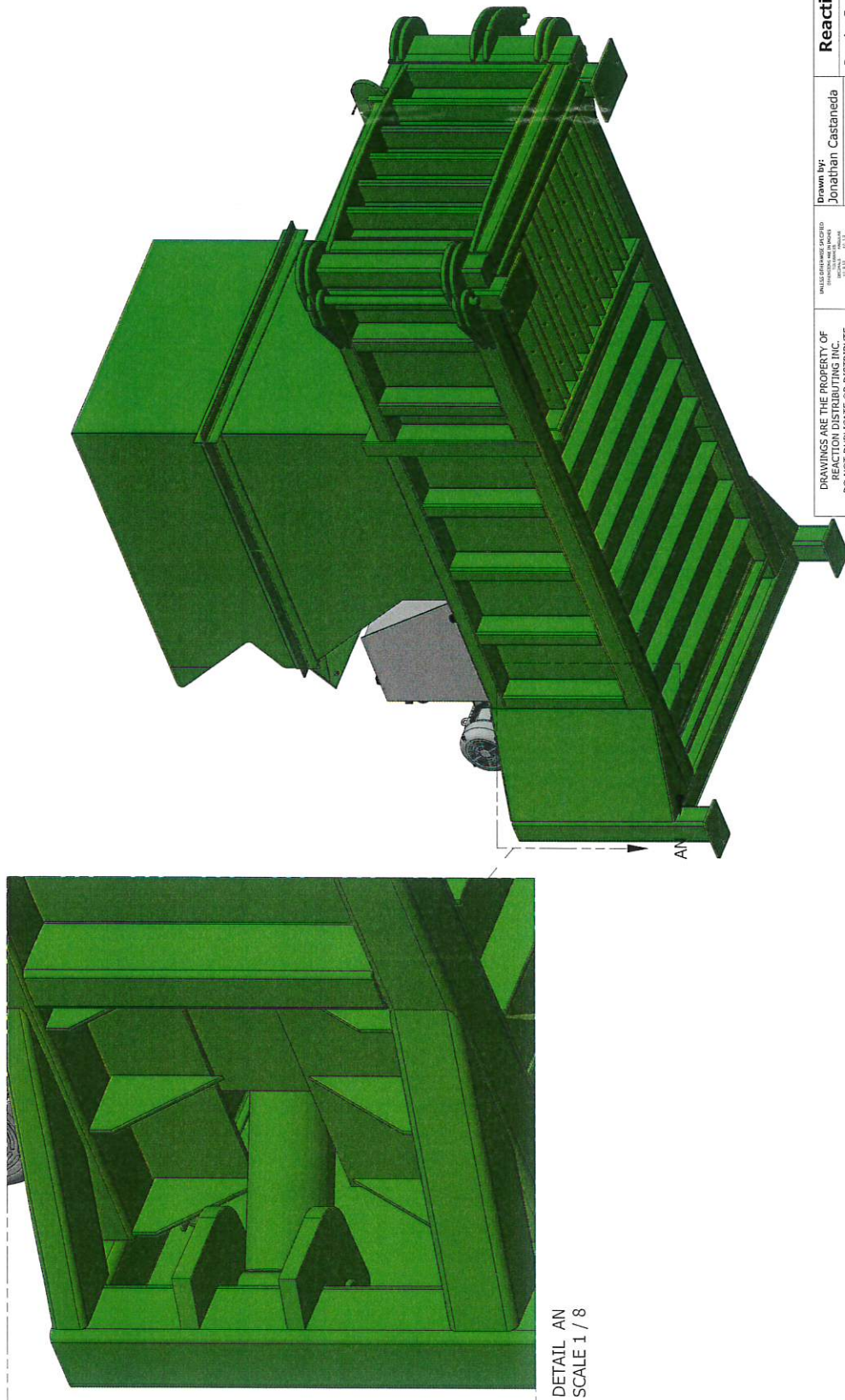


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DRAWINGS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT PERMISSION. Customer Approval Date and Signature		UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES FRACTIONS SHALL BE IN 16THS OF AN INCH DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED TOLERANCES UNLESS OTHERWISE SPECIFIED: FRACTIONS SHALL BE IN 16THS OF AN INCH DECIMALS SHALL BE IN 10THS OF AN INCH	Drawn by: Jonathan Castaneda Approved: Approved: Date: 2021-01-07	Reaction Distributing Inc. Drawing For: THB 6048X West Virginia Scale: Various Revision: 7.0 Page: 5 of 11
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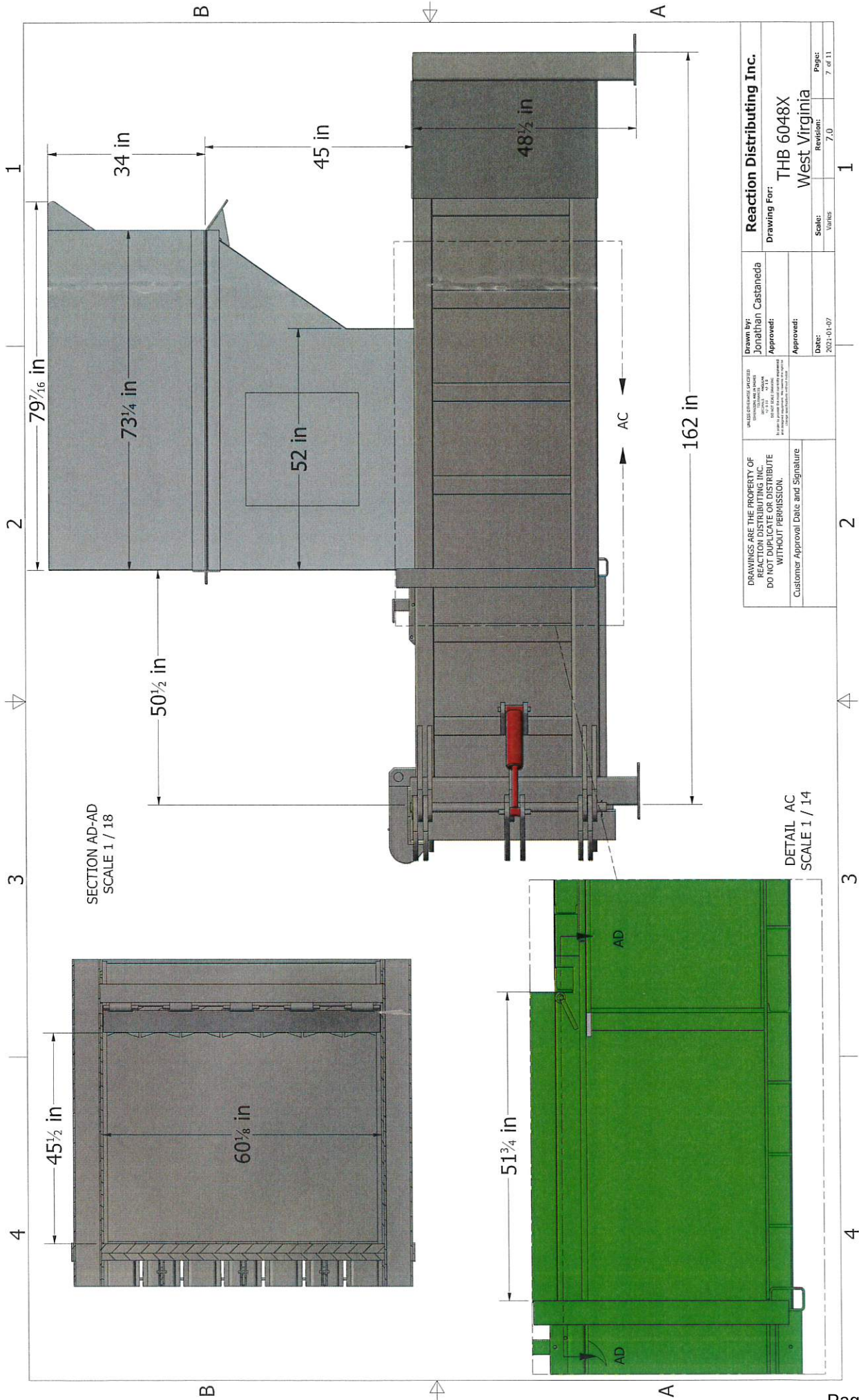


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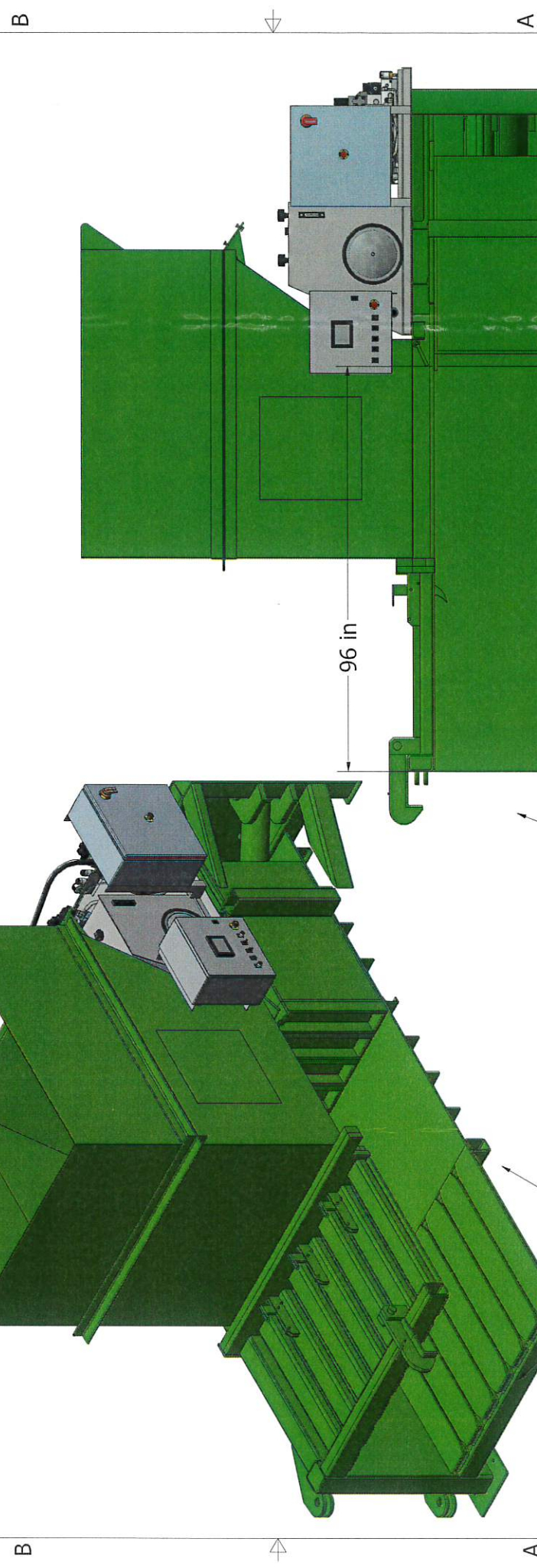
Reaction Distributing Inc.		Reaction Distributing Inc.	
Drawing For:		Drawing For:	
THB 6048X		THB 6048X	
West Virginia		West Virginia	
Scale:	Values:	Scale:	Values:
	7.0		7.0
Date:	2021-01-07	Date:	2021-01-07
Drawn by:	Jonathan Castaneda	Drawn by:	Jonathan Castaneda
Approved:		Approved:	
Approved:		Approved:	
DRAWINGS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT PERMISSION.		DRAWINGS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT PERMISSION.	
Customer Approval Date and Signature		Customer Approval Date and Signature	

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DRAWINGS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT PERMISSION.		UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES FRACTIONS SHALL BE IN 16THS OF AN INCH UNLESS NOTED OTHERWISE.	Drawn by: Jonathan Castaneda	Reaction Distributing Inc.
Customer Approval Date and Signature		Approved:	Approved:	Drawing For: THB 6048X
		Date:	Date:	West Virginia
		2021-01-07	2021-01-07	Scale: Various
				Revision: 7.0
				Page: 7 of 11

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DOOR AND SIDE
REMOVED FOR
VIEWING PURPOSES
ONLY

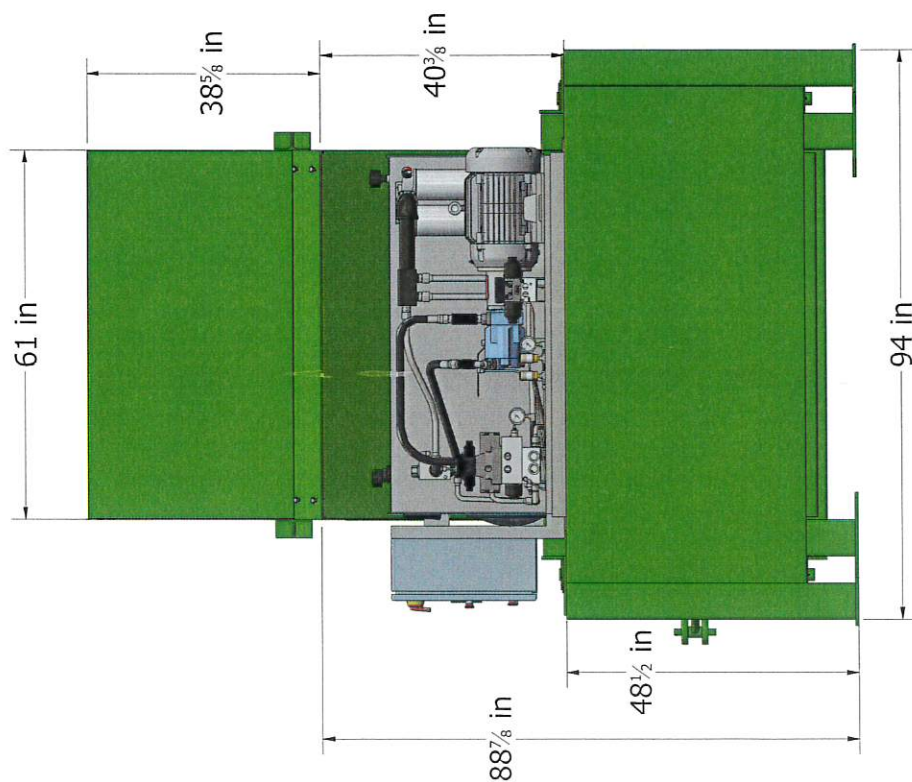
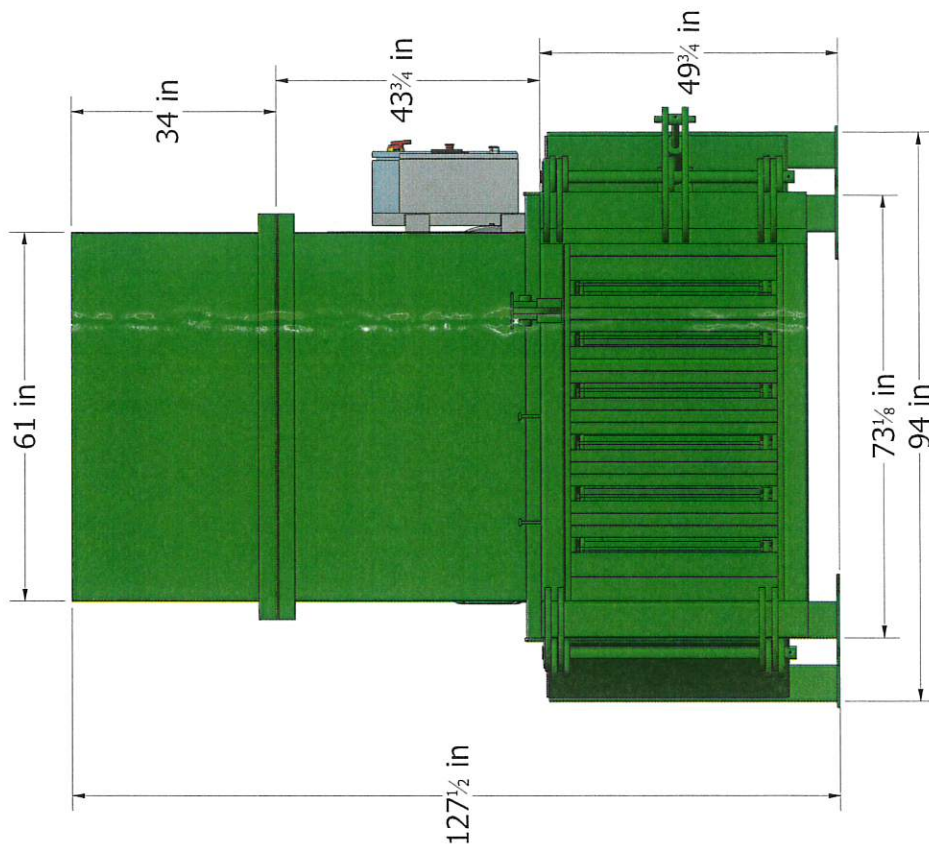
DRAWINGS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT REPRODUCE OR DISTRIBUTE WITHOUT PERMISSION. Customer Approval Date and Signature		UNITED STATES PATENT OFFICE OFFICE OF THE COMMISSIONER OF PATENTS WASHINGTON, D.C. 20540 www.uspto.gov Patent No. 10,111,111 Issued 10/1/2018 Inventor: Jonathan Castaneda Attorney: Jonathan Castaneda	Drawn by: Jonathan Castaneda Approved: Approved: Date: 2021-01-07	Reaction Distributing Inc. Drawing For: THB 6048X West Virginia	Scale: Various Revision: 7.0 Page: 8 of 11
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DRAWINGS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT PERMISSION. Customer Approval Date and Signature	UNITS: (All dimensions in inches) TOLERANCES: AS SHOWN DIMENSIONS: TO CENTERLINE UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED	Drawn by: Jonathan Castaneda Approved: Approved:	Reaction Distributing Inc. Drawing For: THB 6048X West Virginia		
		Date: 2021-01-07	Scale: Various	Revision: 7.0	Page: 11 of 11

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HORIZONTAL BALER COMPARISON SHEET

DESCRIPTION	THB-6048HD	BID SPECIFICATIONS
Clear top opening	60" x 46"	56" x 35.5"
Overall frame height	48"	49.75"
Overall frame width	94"	68.75"
Overall frame length	162"	206.25"
Overall height (inc. hopper)	127"	117.75"
Shipping weight (shell only)	15,334 lbs.	17,600 lbs.
Shipping weight (power unit)	2,500 lbs.	not specified
Shipping weight (conveyor)	3,300 lbs.	not specified
Main cylinder diameter	2 x 6"	1 x 8"
Main cylinder rod diameter	4"	5"
Main cylinder stroke	72"	84"
Ram penetration	46"	not specified
Baling force (N)	135,600 lbs.	120,600 lbs.
Baling force (M1)	158,200 lbs.	140,750 lbs.
Baling force (M2)	169,500 lbs.	not specified
System pressure (N)	2,400 psi	2,400 psi
System pressure (M1)	2,800 psi	2,800 psi
System pressure (M2)	3,000 psi	not specified
Ram face pressure (N)	75.3 psi	67.0 psi
Ram face pressure (M1)	87.9 psi	78.2 psi
Ram face pressure (M2)	94.2 psi	not specified
Baler side walls	1/2" A-36 steel	3/8" steel
Side stiffeners	6" x 4" x 3/8" HSS	4" x 3" x 5/16" HSS
Baler charge chamber floor	1/2" AR-400 wear plate steel	1/2" non-wear plate steel
Bale chamber floor	1/2" AR-400 wear plate steel	1/2" non-wear plate steel
Floor stiffeners	7 x (1" A-36 steel flat bar)	C4 @ 5.4 channel
Ram face	3/4" A-36 steel	3/4" steel
Ram sides	1/4" A-36 steel	1/4" steel
Ram top	1/2" A-36 steel	3/8" steel
Ram bottom	1/2" AR-400	1/2" AR-215
Ram shear blade	AR V-blade replaceable	machined cold rolled FB
Breaker bar shear blade	AR steel, 4 sided replaceable	machined cold rolled FB
Breaker bar	3.5" laminated beam (A-36)	1.5" x 6" flat bar
Rear cylinder mounts	1.5" A-36 steel	not specified
Motor (3 phase)	20hp (230/460V, 3ph)	20 hp
Hydraulic reservoir	100 gallons	107 gallons (min.)
Hydraulic pump	38 gpm (hi-low)	38 gpm (hi-low)
Regen circuit	no	no
Cycle time	44 seconds (no load)	48 seconds

HORIZONTAL BALER COMPARISON SHEET

DESCRIPTION	THB-6048HD	BID SPECIFICATIONS
Oil tank cleanout port	yes	not specified
Suction strainer	yes	not specified
Oil sight gauge	yes	not specified
Fill port c/w breather cap	yes	not specified
Oil pressure gauge	yes	not specified
Hydraulic oil	standard A-32 grade	not specified
Main AC control panel	mounted on power unit	not specified
Auto-start alarm	strobe light and buzzer	not specified
Main AC panel feature	keyed power-on switch	keyed power-on switch
Main AC panel feature	power-on indicator light	not specified
Main AC panel feature	keyed cycle-start/reset switch	keyed start switch
Main AC panel feature	auto/manual selector switch	not specified
Main AC panel feature	bale full light	not specified
Main AC panel feature	bale door open/close switch	not specified
Main AC panel feature	emergency stop button	emergency stop button
Main AC panel feature	PLC based controls	PLC based controls
Main AC panel feature	bale jam alarm	not specified
UL/CSA approved controls	yes	not specified
Short circuit protection	yes	not specified
Over current protection	yes	not specified
NEMA 4 rated	yes	no, NEMA 12
ANSI Z245-5 - 2013	meets/exceeds	not specified
ANSI Z245-51 - 2013	meets/exceeds	not specified
Hydraulic pressure gauge	color coded	not specified
Pressure gauge visibility	from operator station	not specified
Hydraulic hard pipe	on exterior where required	not specified
Warranty (parts and labour)	12 months	not specified
Warranty (structure)	36 months	not specified
Bale size	60" x 48" x 30"	not specified
Baler type	full penetration, shear type	not specified
Hopper opening dimensions	76" x 72"	not specified
Hopper opening area	5,472 square inches	not specified
Production rate: OCC	3 to 4 bales/hour	not specified
Production rate: mixed paper	3 to 4 bales/hour	not specified
Production rate: news print	3 to 4 bales/hour	not specified
Production rate: rigid plastic	3 to 4 bales/hour	not specified
Production rate: film plastic	3 to 4 bales/hour	not specified
Production rate: tin cans	3 to 4 bales/hour	not specified
Bale weight: OCC	up to 1,400 lbs.	up to 1,300 lbs.

HORIZONTAL BALER COMPARISON SHEET

DESCRIPTION	THB-6048HD	BID SPECIFICATIONS
Bale weight: mixed paper	up to 1,600 lbs.	up to 1,500 lbs.
Bale weight: news print	up to 1,600 lbs.	up to 1,600 lbs.
Bale weight: rigid plastic	up to 950 lbs.	up to 900 lbs.
Bale weight: film plastic	up to 950 lbs.	not specified
Bale weight: aluminum cans	up to 650 lbs.	up to 600 lbs.

From: [Nick Fermanovski](#)
To: [Larry Vine](#)
Subject: FW: Recommendation
Date: Tuesday, January 25, 2022 1:22:47 PM

Hi Larry,

Comments from West Virginia for referrals. Read below.

Thanks,

Nick Fermanovski
Service Manager
Reaction Distributing
19 Brock Street
Ajax, Ontario
L1S 1S9
Mobile: (416) 795-5992
Tel: (905) 426-6442 ext 221

-----Original Message-----

From: Cook, Darin E CPT USARMY NG WVARNG (USA) <darin.e.cook.mil@army.mil>
Sent: January 25, 2022 1:10 PM
To: Nick Fermanovski <nick@reactiondistributing.com>
Subject: Recommendation

Nick,
Hope everything is going well up your way.

I would just like to say I would definitely recommend your firm. The customer service beats anything I ever experienced and they went through hoops with us and had to wait and I didn't hear any negativity from anyone. Your team installed the baler flawlessly with very minimal assistance.

I would also like to thank you personally for your chat with me during a rough time while my baby was in the hospital and they didn't think she would make it. I will never forget you Nick.

Thanks again for everything and please use us for a reference

Darin Cook

BUSINESS/CORPORATE REFERENCE

This reference is provided by Reaction Distributing Inc. as part of its submission package.

Information	Reaction Distributing Inc. Client Reference
Company name	City of Plainview
Contact Person	Mr. Brocke Lively
Title	Director
Address	
City	Plainview
State/Province	Texas
Telephone Number	(806) 296-1118
Email Address	blively@plainviewtx.org
Equipment Type	1 x THB-6048 horizontal baler
Date of Sale to Client	2021
Description of Contract	Supply and install a new closed door baler to replace an existing unit.

REACTION DISTRIBUTING INC.

Tel: (905) 426-6442 * Fax: (905) 426-5925

BID FORM

Description: (To be completed by bidding party)

SEE ATTACHED BIDS, OPTION #1
AND OPTION #2

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on the third Tuesday of the month delivered

I certify that this bid on the stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: SUPERIOR EQUIPMENT SERVICE

SIGNED BY: Doug Hardman

ADDRESS: PO BOX 620 BENTONVILLE, AR 72712

EMAIL: DHARDMAN24@GMAIL.COM

PHONE: 479-601-2114



PO Box 620
Bentonville, AR 72712
479-601-2114

Estimate

Date	Estimate #
10/18/2022	178

Name / Address
CITY OF NEOSHO 203 E MAIN STREET NEOSHO, MO 64850 ATTN: CITY CLERK 417-451-8050

Ship To
CITY OF NEOSHO 4700 HOWARD BUSH DRIVE NEOSHO, MO 64850 ATTN: NATE SILER 417-451-8071

P.O. No.	Terms	Due Date	Rep	Project
		10/20/2022		RECYCLING

Item	Description	Qty	Price	Total
OPTION #2	INCLUDES ALL EQUIPMENT, OPTIONS, DELIVERY AND INSTALLATION OF A NEW HE-60-M	1	118,120.00	118,120.00
HE-60-M	60" HORIZONTAL BALER - WIDE MOUTH w/ 18FT X 48" WIDE CONVEYOR & FEED HOPPER	1	0.00	0.00
VOPT0020	20HP MOTOR, 208/230/460VOLT, 3PHASE, VERIFY VOLTAGE	1	0.00	0.00
VBOPT090	LEFT or RIGHT HAND HINGED CHAMBER DOOR, TBD	1	0.00	0.00
391018	BALE TIES 12GA X 14FT (125CT)	1	0.00	0.00
PAINT	PAINT COLOR, TBD	1	0.00	0.00
FREIGHT	EQUIPMENT FREIGHT	1	0.00	0.00
INSTALL	EQUIPMENT INSTALLATION	1	0.00	0.00
LEAD-TIME	EQUIPMENT DELIVERY TIME, 22 TO 24 WEEKS	1	0.00	0.00
WARRANTY	1YEAR PARTS & LABOR, 2YEAR PARTS & 3YEAR STRUCTURAL	1	0.00	0.00

Doug Hardman 479-601-2114 dhardman24@gmail.com

Total

\$118,120.00



Estimate

PO Box 620
Bentonville, AR 72712
479-601-2114

Date	Estimate #
10/18/2022	177

Name / Address
CITY OF NEOSHO 203 E MAIN STREET NEOSHO, MO 64850 ATTN: CITY CLERK 417-451-8050

Ship To
CITY OF NEOSHO 4700 HOWARD BUSH DRIVE NEOSHO, MO 64850 ATTN: NATE SILER 417-451-8071

P.O. No.	Terms	Due Date	Rep	Project
		10/20/2022		RECYCLING

Item	Description	Qty	Price	Total
OPTION #1	INCLUDES ALL EQUIPMENT, OPTIONS AND DELIVERY OF A NEW HE-60-M	1	111,518.00	111,518.00
HE-60-M	60" HORIZONTAL BALER - WIDE MOUTH w/ 18FT X 48" CONVEYOR & FEED HOPPER	1	0.00	0.00
VOPT0020	20HP MOTOR, 208/230/460VOLT, 3PHASE, VERIFY VOLTAGE	1	0.00	0.00
VBOPT090	LEFT or RIGHT HAND HINGED CHAMBER DOOR, TBD	1	0.00	0.00
391018	BALE TIES 12GA X 14FT (125CT)	1	0.00	0.00
PAINT	PAINT COLOR, TBD	1	0.00	0.00
FREIGHT	EQUIPMENT FREIGHT	1	0.00	0.00
LEAD-TIME	EQUIPMENT DELIVERY TIME, 22 TO 24 WEEKS	1	0.00	0.00
WARRANTY	1YEAR PARTS & LABOR, 2YEAR PARTS & 3YEAR STRUCTURAL	1	0.00	0.00

Doug Hardman 479-601-2114 dhardman24@gmail.com	Total \$111,518.00
--	---------------------------

REQUESTED COUNCIL MEETING DATE: November 1, 2022

ITEM: City Hall HVAC

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. City Hall HVAC Bid

PURPOSE:

To seek Council's approval for the replacement of the City Hall HVAC unit.

BACKGROUND:

Staff sent out five bids and placed the bid packet on the City of Neosho website. There were three bids received back:

Satterlee Plumbing and Heating	Bid 1 \$34,650.00
	Bid 2 \$33,900.00
	Bid 3 \$32,250.00

Lyerla Heating and Air	\$31,900.00
West Mechanical Services	\$37,500.00

RECOMMENDATION:

Staff recommends approving the bid from Satterlee Plumbing and Heating for Bid #1 in the amount of \$34,650.00.



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

October 10, 2022

RE: INVITATION TO BID

To Whom It May Concern:

Enclosed you will find an invitation to bid on services or equipment for the City of Neosho. The invitation to bid is self-explanatory.

The bid packet is for the purchase and installation of:

INSTALL A NEW TRANE 10 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB. ADD ECONOMIZER AND HAIL GUARDS. (Replacing Trane Model #YSC120A3RHA1R000000000300 – Serial number 451100693L)

INSTALL A NEW TRANE 7.5 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB. ADD ECONOMIZER AN HAIL GUARDS (Replacing Trane Model YSC090A3RHA1M000000000300 – Serial number 428100041L0)

The City of Neosho retains the right to refuse any or bids for this work.

Anyone working within the City of Neosho, should be licensed with the City of Neosho.

If you have any questions, feel free to contact our office.

Thank you,

David Kennedy
City Manager

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, October 26, 2022, 10:00 am** at the Receptionist Desk of City Hall, 203 East Main Street, Neosho, MO 64850. The bid will be for the following item(s):

**INSTALL A NEW TRANE 10 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB
ADD ECONOMIZER AND HAIL GUARDS (Replacing Model #YSC120A3RHA1R000000000300)**

**INSTALL A NEW TRANE 7.5 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB
ADD ECONOMIZER AND HAIL GUARDS (Replacing Model # YSC090A3RHA1M000000000300)**

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms.

Specifications and bid forms are available at the office of the Development Services Director.

Please label the envelope: City Hall Gas Package Bid Opening October 26, 2022 @10:00 a.m.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

☐ **Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors and Subcontractors.**

[CC 1979 §15-19; Ord. No. 87-13, 6-16-1987; Ord. No. 511-2012 §1, 8-7-2012]

A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section **605.010**, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).
 - b. Unless otherwise provided, if a contractor performs work for the City of Neosho, a performance bond running to the City, ten thousand dollars (\$10,000.00).

Questions concerning the specifications and bid procedure should be directed to David Kennedy, City Manager, at the follow address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

Missouri Prevailing Wage Rate Applies	Yes	☐	No	☐
A copy of the Missouri Prevailing Wage Rate is attached	Yes	☐	No	☐
Performance Bond Required	Yes	☐	No	☐
*City of Neosho Business License required	Yes	☐		
*W-9 Required	Yes	☐		
* Proof of Workers Compensation Coverage Provided w/ Bid	Yes	☐		

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

Bid Specifications:

The bid packet is for the purchase of:

INSTALL A NEW TRANE 10 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB. ADD ECONOMIZER AND HAIL GUARDS (Replacing Model # YSC120A3RHA1R000000000300)

INSTALL A NEW TRANE 7.5 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB. ADD ECONOMIZER AND HAIL GUARDS. (Replacing Model # YSC090A3RHA1M000000000300)

BID FORM

Description: (To be completed by bidding party)

#1. REPLACE TRANE 7.5 TON AND 10 TON WITH DIRECT FIT
REPLACEMENTS ETA: 5/1/23

#2. REPLACE TRANE 7.5 TON AND 10 TON RSV'S WITH TRANE UNITS
AND CUSTOM CURB ADAPTOR TO ROOF CURB. ETA: 12/1/22

#3. REPLACE TRANE 7.5 TON AND 10 TON RSV'S WITH RVD UNITS
AND CUSTOM CURB ADAPTORS TO ROOF CURB. ETA: 1 WEEK

Price(s) for unit(s) meeting enclosed specifications:

BID #1: \$34,650.00

BID #2: \$33,900.00

BID #3: \$32,250.00

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: SPATTERLEE PLUMBING, HEATING

BY: Troy Lowery



6565 Gateway Drive
Joplin, MO. 64804

lyerlaheatingandair.com
lsm@joplin.com

Ph: 417-623-1223
Fax: 417-623-6972

Neosho City Hall

The following is a proposal for the two comfort systems at City Hall

- 1) Trane YSC 10 ton 208/3 phase gas package unit
- 2) Trane YSC 7.5 ton 208/3 phase gas package unit
- 3) Economizers for each system
- 4) Hail guards for each system
- 5) Crane to remove/reinstall the systems
- 6) All material and labor

Total Proposal: \$31,900.00

There are only two of the YSC model gas package units in stock. Once these are taken then we will have to wait on the new Doe 2023 compliant YSJ models. Current lead time for the YSJ models is 28 weeks

Total Proposal for the YSJ models is \$35,270.00

The flexible electric liquid tight seems to be old and brittle on these systems. Lyerla heating and air is not responsible for any damage to the liquid tight that may occur during installation.

Thank you for the opportunity to provide you a proposal on your project

Lance Mittag

BID FORM

Description: (To be completed by bidding party)

Attached

Price(s) for unit(s) meeting enclosed specifications:

31,900⁰⁰ FOR YSC MODELS

35,270 FOR YSS MODELS

F.O.B. Neosho, MO

Projected Shipping Date: YSC MODELS, IN STOCK, YSS ARE JUNE 1, 2023

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Lyerla Heating & Air

BY:

BID FORM

Description: (To be completed by bidding party)

1- Ruud model: RGEDZR090ACB20BAAAAO 7.5 Ton
1- Ruud model: RGEDZR120ACB22BAAAAO 10 Ton
2- RXRX-ADD04A Louver Panels
2- RXRD-01MDDAM3 Economizer
2- Curb Adapter
1- Crane Services and labor

Additional Notes: Currently only 2-10 Ton units + 6-7.5 Ton units
in stock in the country. Pricing subject to change
once sold and lead time for new units is 36 weeks.
Price(s) for unit(s) meeting enclosed specifications: Economizers are not in stock and 36
week lead time on those
\$37,500.⁰⁰

F.O.B. Neosho, MO

Projected Shipping Date: 2-3 weeks for units and curb adapters
36 weeks on economizers
After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: West Mechanical Services

BY: Eli West

REQUESTED COUNCIL MEETING DATE: November 1, 2022

ITEM: Senior Center HVAC

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Senior Center HVAC Bid

PURPOSE:

To Council approval for the replacement of the Neosho Senior Center HVAC.

BACKGROUND:

Staff sent out five bids and placed the bid packet on the City of Neosho website. There were two bids received back:

Satterlee Plumbing and Heating	\$74,895.00
Lyerla Heating & Air	\$149,666.00

RECOMMENDATION:

Staff recommends approving the bid from Satterlee Plumbing and Heating in the amount of \$74,895.00.



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

September 22, 2022

RE: INVITATION TO BID

To Whom It May Concern:

Enclosed you will find an invitation to bid on services or equipment for the City of Neosho. The invitation to bid is self-explanatory.

The bid packet is for the purchase and installation of:

RE: Neosho Senior Center HVAC

Existing heat pump condensers and air handlers to be removed and disposed of per EPA regulations. Refrigerant will be properly recovered and processed per EPA regulations. New condensers to be installed in existing locations, copper line sets are to be pressure tested prior to new systems being installed then flushed with RX11. Suction lines to include new Armaflex insulation. All electrical connections to be replaced from disconnect to new condensers. Air handlers to be installed in existing positions retrofitting to existing duct. Safety drain pans will be installed for each air handler and condensate safety switches to be installed in line and in safety pan. New programmable thermostats to be installed for each system. Upon completion of installation contractor will perform air balance test and submit report with all finding. Balancing of system to be performed at time of testing.

Equipment Scope:

Qty 3: 7.5 ton three phase heat pump condensers, air handlers with auxiliary heat strips, bi-polar ionization air cleaners.
Qty 3: 5 ton three phase heat pump condensers, air handlers with auxiliary heat strips, bi-polar ionization air cleaners.
Qty 1: 2.5 ton single phase heat pump condenser, air handler with auxiliary heat strips, bi-polar ionization air cleaner.

Equipment Schedule:

Tag	Qty	Model	Description
7.5 Ton Split	3	21C69	ELP090S4ST1Y HP/7.5TON/230-3
	3	21B33	ELA090S4D-1Y AHU/7.5T/230-3/STD
5 Ton Split	3	18H86	ML14XP1-060-233 HeatPump/5Ton/230-3
	3	16G69	CBA25UH-060-230 Fan Coil/5.0Ton/230-1
2.5 Ton Split	1	16H24	ML14XP1-030-230 HEATPUMP/2.5TON/230
	1	16G66	CBA25UH-036-230 Fan Coil/3.0Ton/230-1

The City of Neosho retains the right to refuse any or bids for this work.

Anyone working within the City of Neosho, should be licensed with the City of Neosho.

If you have any questions, feel free to contact our office.

Thank you,

David Kennedy
City Manager

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, October 26, 2022, 10:00 am** at the Receptionist Desk of City Hall, 203 East Main Street, Neosho, MO 64850. The bid will be for the following item(s):

RE: Neosho Senior Center HVAC

Existing heat pump condensers and air handlers to be removed and disposed of per EPA regulations. Refrigerant will be properly recovered and processed per EPA regulations. New condensers to be installed in existing locations, copper line sets are to be pressure tested prior to new systems being installed then flushed with RX11. Suction lines to include new Armaflex insulation. All electrical connections to be replaced from disconnect to new condensers. Air handlers to be installed in existing positions retrofitting to existing duct. Safety drain pans will be installed for each air handler and condensate safety switches to be installed in line and in safety pan. New programmable thermostats to be installed for each system. Upon completion of installation contractor will perform air balance test and submit report with all finding. Balancing of system to be performed at time of testing.

Equipment Scope:

Qty 3: 7.5 ton three phase heat pump condensers, air handlers with auxiliary heat strips, bi-polar ionization air cleaners.

Qty 3: 5 ton three phase heat pump condensers, air handlers with auxiliary heat strips, bi-polar ionization air cleaners.

Qty 1: 2.5 ton single phase heat pump condenser, air handler with auxiliary heat strips, bi-polar ionization air cleaner.

Equipment Schedule:

Tag	Qty	Model	Description
7.5 Ton Split	3	21C69	ELP090S4ST1Y HP/7.5TON/230-3
	3	21B33	ELA090S4D-1Y AHU/7.5T/230-3/STD
5 Ton Split	3	18H86	ML14XP1-060-233 HeatPump/5Ton/230-3
	3	16G69	CBA25UH-060-230 Fan Coil/5.0Ton/230-1
2.5 Ton Split	1	16H24	ML14XP1-030-230 HEATPUMP/2.5TON/230
	1	16G66	CBA25UH-036-230 Fan Coil/3.0Ton/230-1

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turn around time in getting started on this project.

Specifications and bid forms are available at the office of the Development Services Director.

Please label the envelope: **Senior Center HVAC Bid opening Wednesday, October 26, 2022 @10:00 a.m.**

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

☐ Section 605.040 **Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors and Subcontractors.**

[CC 1979 §15-19; Ord. No. 87-13, 6-16-1987; Ord. No. 511-2012 §1, 8-7-2012]

A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section **605.010**, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. *Bonding requirements.*
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).
 - b. Unless otherwise provided, if a contractor performs work for the City of Neosho, a performance bond running to the City, ten thousand dollars (\$10,000.00).

Questions concerning the specifications and bid procedure should be directed to David Kennedy, City Manager, at the follow address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

Missouri Prevailing Wage Rate Applies	Yes	☐	No	☐
A copy of the Missouri Prevailing Wage Rate is attached	Yes	☐	No	☐
Performance Bond Required	Yes	☐	No	☐
*City of Neosho Business License required	Yes	☐		
*W-9 Required	Yes	☐		
* Proof of Workers Compensation Coverage Provided w/ Bid	Yes	☐		

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

Bid Specifications:

The bid packet is for the purchase of:

RE: Neosho Senior Center HVAC

Existing heat pump condensers and air handlers to be removed and disposed of per EPA regulations. Refrigerant will be properly recovered and processed per EPA regulations. New condensers to be installed in existing locations, copper line sets are to be pressure tested prior to new systems being installed then flushed with RX11. Suction lines to include new Armaflex insulation. All electrical connections to be replaced from disconnect to new condensers. Air handlers to be installed in existing positions retrofitting to existing duct. Safety drain pans will be installed for each air handler and condensate safety switches to be installed in line and in safety pan. New programmable thermostats to be installed for each system. Upon completion of installation contractor will perform air balance test and submit report with all finding. Balancing of system to be performed at time of testing.

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Equipment Schedule:

Tag	Qty	Model	Description
7.5 Ton Split	3	21C69	ELP090S4ST1Y HP/7.5TON/230-3
	3	21B33	ELA090S4D-1Y AHU/7.5T/230-3/STD
5 Ton Split	3	18H86	ML14XP1-060-233 HeatPump/5Ton/230-3
	3	16G69	CBA2SUH-060-230 Fan Coil/5.0Ton/230-1
2.5 Ton Split	1	16H24	ML14XP1-030-230 HEATPUMP/2.5TON/230
	1	16G66	CBA2SUH-036-230 Fan Coil/3.0Ton/230-1

Note:

This bid should include the start date for this project.

BID FORM

Description: (To be completed by bidding party)

REPLACEMENT OF 7 HVAC SPLIT SYSTEMS PER BID
SPECIFICATIONS. EQUIPMENTS TO BE EXACT MATCH OF
EQUIPMENT SCHEDULE AND SCOPE INCLUDING AIR BALANCE
TEST BY CONTRACTOR.

Price(s) for unit(s) meeting enclosed specifications:

\$74,895.⁰⁰

F.O.B. Neosho, MO

Projected Shipping Date:

12/1/2022

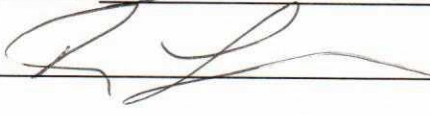
After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY:

SATTERLEE PLUMBING, HEATING

BY:

 TROY LOWERY



6565 Gateway Drive
Joplin, MO. 64804

lyerlaheatingandair.com
lsm@joplin.com

Ph: 417-623-1223
Fax: 417-623-6972

Neosho Senior Center

October 24, 2022

Proposal Includes:

- 1) 3 - Trane 7.5 ton 230/3 phase heat pumps
- 2) 3 - Trane 7.5 ton 230/3 phase air handlers
- 3) 3 - Trane 5 ton 230/3 phase heat pumps
- 4) 3 - Trane 5 ton 230/3 phase air handlers
- 5) 1 - Trane 2.5 ton single phase heat pump
- 6) 1 - Trane 2.5 ton air handler
- 7) Auxiliary heat strips for each system
- 8) Ductwork modifications for each system
- 9) Metal safety pans for all air handlers
- 10) Condensate safety switches for all systems
- 11) Suction line armaflex for each system
- 12) Flushing of existing copper line set with RX11
- 13) Bi-polar air purifiers for each system
- 14) Honeywell wifi thermostats for each system
- 15) Installation of dampers in all supply ceiling registers
- 16) Testing and balancing of each system
- 17) Electrical from existing disconnects to new heat pumps
- 18) All material and labor

Total Proposal: \$149,666.00

This proposal doesn't include the following:

- Removal/reinstallation of the drop ceiling to be able to access the equipment in the attic
- No insulation above the drop ceiling
- No cutting/reframing of existing joists
- No deep cleaning that will be needed

Current lead times for the 7.5 tons is 20 weeks. Given this we are looking at 4-5 months before we can start this project.

Thank you for the opportunity to provide you a proposal on your project

Lance Mittag

Description: (To be completed by bidding party)

Attached

Price(s) for unit(s) meeting enclosed specifications:

\$ 149,666⁰⁰

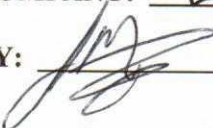
F.O.B. Neosho, MO

Projected Shipping Date: APRIL 1, 2023

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Lynda Heating & Air

BY: 

REQUESTED COUNCIL MEETING DATE: November 1, 2022**ITEM:** Bill No. 2022-76: FY22 Budget Amendment

ORIGINATING DEPARTMENT: Finance Department**ATTACHMENT:****1. Bill 2022-76 FYE 22 Amendment**

PURPOSE:

The purpose of this item is to amend City revenue and expenditure budgets to reflect changes since the adoption of the original FY22 budget.

BACKGROUND:

Our Fiscal year ended September 30. Staff is requesting this amendment to clean up some of the accounts for the end of the Fiscal Year.

<u>Fund</u>	<u>Increase (Decrease)</u>
100 General Fund	\$2,273,901.00
130 Fire Fund	\$192,331.00
170 Drainage Fund	\$105,289.00
175 Senior Center Fund	\$38,435.00
180 Parks Fund	\$139,741.00
195 Auditorium Fund	\$132,441.00
300 Capital Fund	\$82,268.00
310 Hotel/Motel	(\$1,167.00)
360 TIF	\$56,985.00
450 Golf Fund	\$88,078.00
500 Water/Wastewater Fund	\$150,332.00
800 Street Department	\$297,528.00
833 TDD Street Fund	\$26,327.00
900 Street/Bridge Tax	\$82,411.00

Total City Increase (Decrease) in Fund Balance \$3,664,900.00**RECOMMENDATION:**

Staff recommends adoption of the budget adjustments as set forth in the attached Bill.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, PROVIDING THAT THE REVENUES AND EXPENDITURES BUDGET BE AMENDED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022.

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

Section 1: That Ordinance No. 347-2021 is amended to read as follows:

The City Manager is hereby authorized to expend the funds as set forth in said budget. Receipts and disbursements shall be within the limits herein described and adopted by reference and shall be made in accordance with applicable laws and ordinances. These limits shall be referenced by fund as outlined

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
100	Transfer to ARPA	100-000-3206-000			(71,141.00)	(71,141.00)
100	Trns to Capital Impr/Purch	100-000-3285-111			(7,945.00)	(7,945.00)
100	Trns to Capital Improvement	100-000-3285-112			(80.00)	(80.00)
100	Trns to Capital Improvement	100-000-3285-120			(120,200.00)	(120,200.00)
100	Property Tax	100-110-4010-110	52,000.00		52,000.00	
100	1-Cent City Sales Tax	100-110-4030-110	671,141.00		671,141.00	
100	Occupation Licenses	100-000-4100-110	17,400.00		17,400.00	
100	Franchises	100-110-4130-110	108,557.00		108,557.00	
100	CARES/ARPA	100-110-4201-110	1,227,881.00		1,227,881.00	
100	General Admin Miscellaneous	100-110-4800-110	3,252.00		3,252.00	
100	General Admin Overtime	100-110-5020-110		1,055.00	(1,055.00)	
100	Availability Allowance	100-110-5070-110		150.00	(150.00)	
100	General Admin Health Ins	100-110-5190-110		(7,870.00)	7,870.00	
100	Clerk Professional Services	100-111-5260-111		1,175.00	(1,175.00)	
100	Clerk Insurance & Bonds	100-111-5300-111		205.00	(205.00)	
100	Clerk Member/Train/Trvl	100-111-5360-111		(2,175.00)	2,175.00	
100	Clerk General Supplies	100-111-5590-111		260.00	(260.00)	
100	Celebrate Booth Fees	100-113-4470-755	1,838.00		1,838.00	
100	Fall Festival Booth Fees	100-113-4470-756	3,960.00		3,960.00	
100	Celebrate Neosho Shirt Sales	100-113-4480-755	224.00		224.00	
100	Celebrate Neosho Sponsors	100-113-4990-755	250.00		250.00	
100	Fall Festival Sponsorships	100-113-4990-756	1,125.00		1,125.00	
100	Celebrate Neosho Expenses	100-113-6520-755	3,502.00		(3,502.00)	
100	Building Permits/Inspec.	100-115-4120-115	18,448.00		18,448.00	
100	Building Inspection Salaries	100-115-5010-115		(1,806.00)	1,806.00	
100	Building Inspection Overtime	100-115-5020-115		958.00	(958.00)	
100	Recycle Center Sales	100-118-4420-118	2,098.00		2,098.00	
100	Insurance Proceeds	100-118-4760-118	12,284.00		12,284.00	
100	Sanitation Enforcement	100-120-4130-120	19,897.00		19,897.00	
100	Grant Revenue	100-120-4200-120	1,114.00		1,114.00	
100	Court Fines	100-120-4600-120	3,714.00		3,714.00	
100	Police Training Fees	100-120-4610-120	2,168.00		2,168.00	
100	Law Enforcement Misc.	100-120-4800-120	775.00		775.00	
100	School Resource Ofr	100-120-4810-120	1,964.00		1,964.00	
100	School Resource Ofr Crowder	100-120-4810-121	7,148.00		7,148.00	
100	Police Dept Overtime	100-120-5020-120		951.00	(951.00)	
100	Police Dept Part Time	100-120-5030-120		(3,347.00)	3,347.00	

Bill No. 2022-76

Ordinance No. 347-2022

100	Police Dept Prof Services	100-120-5260-120		503.00	(503.00)
100	Police Dept Uniforms	100-120-5380-120		(3,923.00)	3,923.00
100	Police Care of Prisoners	100-120-5420-120		14,985.00	(14,985.00)
100	Police Dept Fuels/Lubricants	100-120-5530-120		5,914.00	(5,914.00)
100	ACO General Supplies	100-120-5590-122		(14,372.00)	14,372.00
100	Police Dept Minor Equipment	100-120-6390-120		(3,160.00)	3,160.00
100	Court Costs	100-125-4590-125	2,147.00		2,147.00
100	Domestic Violence Expense	100-125-5263-125		903.00	(903.00)
100	IT Computers, Software Etc	100-141-5700-141		7,150.00	(7,150.00)
100	Fleet Mtce Fuels	100-143-5530-143		1,566.00	(1,566.00)
100	Fleet Maint General Supplies	100-143-5590-143		(1,514.00)	1,514.00
100	Fleet Mtce Minor Equipment	100-143-6390-143		(1,372.00)	1,372.00
100	Human Resources Social Secur.	100-145-5170-145		(456.00)	456.00
100	Human Resources Health Ins.	100-145-5190-145		(564.00)	564.00
100	Human Resources GenSupplies	100-145-5590-145		883.00	(883.00)
100	Land Lease Airport	100-160-4400-160	7,768.00		7,768.00
100	Sale Jet Fuel	100-160-4540-160	106,300.00		106,300.00
100	Sale of Aviation Gas	100-160-4550-160	57,550.00		57,550.00
100	Airport Salaries	100-160-5010-160		(5,340.00)	5,340.00
100	Airport Overtime	100-160-5020-160		1,323.00	(1,323.00)
100	Cost of AV Gas Sold	100-160-5460-160		52,000.00	(52,000.00)
100	Cost of Jet Fuel	100-160-5470-160		87,500.00	(87,500.00)
100	Airport General Supplies	100-160-5590-160		(1,203.00)	1,203.00
100	Airport Electricity	100-160-6300-160		1,553.00	(1,553.00)
100	Airport Phones	100-160-5590-160		(633.00)	633.00
100	Public Safety Tax	100-199-4031-199	268,215.00		268,215.00
100	Plot Sales	100-204-4420-204	6,450.00		6,450.00
100	Burial Fees	100-204-4524-204	2,400.00		2,400.00
GENERAL FUND TOTALS			\$2,608,068.00	\$147,736.00	\$2,273,901.00 (\$183,476.00)

			Fund Bal.			
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
130	Trns to Capital Improvement	130-00-3285-000			(22,408.00)	(22,408.00)
130	Fire Department Sales Tax	130-130-4030-130	165,010.00		165,010.00	
130	Insurance Proceeds	130-130-4760-130	5,595.00		5,595.00	
130	Fire Dept Salaries	130-130-5010-130		(64,592.00)	64,592.00	
130	Fire Department Overtime	130-130-5020-130		20,458.00	(20,458.00)	
FIRE FUND TOTALS			\$0.00	\$170,605.00 (\$44,134.00)	\$192,331.00	(\$22,408.00)

			Fund Bal.			
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
170	Transfer fm ARPA	170-000-3306-000			3,053.00	3,053.00
170	Sales Tax 1Darinage	170-990-4030-990	98,833.00		98,833.00	
170	Drainage Equipment Maint	170-990-5330-990		(5,727.00)	5,727.00	
170	Drainage Fuels/Lubricants	170-90-5530-000		2,324.00	(2,324.00)	
DRAINAGRE FUND TOTALS			\$98,833.00	(\$3,403.00)	\$105,289.00	\$3,053.00

Bill No. 2022-76

Ordinance No. 347-2022

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
175	Sales Tax 1/16-Cent	175-175-4030-175	41,179.00		41,179.00	
175	Senior Center Facility Maint	175-175-5320-175		2,744.00	(2,744.00)	
SENIOR CENTER FUND TOTALS			\$41,179.00	\$2,744.00	\$38,435.00	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
180	Sales Tax Parks	180-750-4030-750	148,249.00		148,249.00	
180	Donations Parks	180-750-4990-750	1,037.00		1,037.00	
180	Parks Insurance and Bonds	180-750-5300-750		7,710.00	(7,710.00)	
180	Parks Facility Maintenance	180-750-5320-750		(3,283.00)	3,283.00	
180	Parks Equipment Maintenance	180-750-5330-750		(4,413.00)	4,413.00	
180	Parks Fuels/Lubricants	180-750-5530-750		10,704.00	(10,704.00)	
180	Parks General Supplies	180-750-5590-750		(2,608.00)	2,608.00	
180	Parks Electricity	180-750-6300-750		4,857.00	(4,857.00)	
180	Parks Heating Fuels	180-750-6310-180		(3,422.00)	3,422.00	
PARKS FUND TOTALS			\$149,286.00	\$9,545.00	\$139,741.00	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
195	Lampo Professional Services	195-114-5260-114		620.00	(620.00)	
195	Auditorium Sales Tax	195-195-4030-195	123,542.00		123,542.00	
195	Auditorium Rental Fees	195-195-4500-195	5,800.00		5,800.00	
195	Auditorium Sound Fees	195-195-4520-195	2,045.00		2,045.00	
195	Auditorium Facility Maint	195-195-5320-195		(8,527.00)	8,527.00	
195	Auditorium Electricity	195-195-6300-195		5,355.00	(5,355.00)	
195	Auditorium Heating Fuels	195-195-6310-195		1,498.00	(1,498.00)	
AUDITORIUM FUND TOTALS			\$131,387.00	(\$1,054.00)	\$132,441.00	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
300	Transfer fm City Clerk	300-000-3385-111			7,945.00	7,945.00
300	Transfer fm General Admin	300-000-3385-112			80.00	80.00
300	Transfer fm, Police Dept	300-000-3385-120			120,200.00	120,200.00
300	Transfer fm Fire Department	300-000-3385-130			22,408.00	22,408.00
300	Transfer fm Streets Dept	300-000-3385-800			5,500.00	5,500.00
300	Capital Improvement Sales Tax	300-300-4030-300	82,360.00		82,360.00	
300	Capital Impr/Purchas Clerk	300-300-5790-111		7,945.00	(7,945.00)	
300	Capital Impr/Purchase GenAdm	300-300-5790-112		80.00	(80.00)	
300	Capital Impr/Purch Police Dept	300-300-5790-120		120,200.00	(120,200.00)	
300	Capital Impr.Purch Fire Dept	300-30-5790-130		22,500.00	(22,500.00)	
300	Capital Impr/Purch Streets Dept	300-300-5790-800		5,500.00	(5,500.00)	
CAPITAL FUND TOTALS			\$82,360.00	\$156,225.00	\$82,268.00	\$156,133.00

Bill No. 2022-76**Ordinance No. 347-2022**

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
310	Motel Tax Revenue	310-310-4040-330	23,203.00		23,203.00	
310	Motel Promotions	310-310-5240-330		24,370.00	(24,370.00)	
HOTEL/MOTEL FUND TOTALS			\$23,203.00	\$24,370.00	(\$1,167.00)	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
360	Real Est Tax TIF County	360-360-4900-360	56,985.00		56,985.00	
TIF FUND TOTALS			\$56,985.00	\$0.00	\$56,985.00	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
450	Golf Course Fees	450-150-4350-430	30,284.00		30,284.00	
450	City Tournament Fees	450-150-4352-430	5,083.00		5,083.00	
450	Golf Cart Rentals	450-150-4360-430	33,848.00		33,848.00	
450	Passes for Fees	450-150-4370-430	13,838.00		13,838.00	
450	Pro Shop Revenue	450-150-4380-430	7,673.00		7,673.00	
450	Driving Range Revenue	450-150-4390-430	1,672.00		1,672.00	
450	Golf Concessions Revenue	450-150-4420-430	28,693.00		28,693.00	
450	Golf Course Salaries	450-150-5010-430		(15,275.00)	15,275.00	
450	Golf Course Overtime	450-150-5020-430		1,798.00	(1,798.00)	
450	Golf Course Prof. Services	450-150-5260-430		3,851.00	(3,851.00)	
450	Golf Course Concessions Cost	450-150-5310-430		10,439.00	(10,439.00)	
450	Golf Course Accessories	450-150-5314-430		8,823.00	(8,823.00)	
450	Golf facility Maintenance	450-150-5320-430		1,565.00	(1,565.00)	
450	Grounds Maintenance	450-150-5325-430		1,313.00	(1,313.00)	
450	Golf Cart Maintenance	450-150-5335-430		1,266.00	(1,266.00)	
450	Golf Course Fuels/Lubricants	450-150-5530-430		7,795.00	(7,795.00)	
450	Golf Course General Supplies	450-150-5590-430		1,968.00	(1,968.00)	
450	Golf Course Electricity	450-150-6300-430		9,470.00	(9,470.00)	
GOLF FUND TOTALS			\$119,091.00	\$33,013.00	\$88,078.00	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
500	Transfer fm ARPA	500-000-3306-000			68,087.00	68,087.00
500	Residential Trash Billing	500-510-3530-510	53,346.00		53,346.00	
500	Billing Water Customers	500-510-3600-510	86,534.00		86,534.00	
500	Online Surcharge Fees	500-510-4792-510	1,999.00		1,999.00	
500	Water Admin Overtime	500-510-5020-510		923.00	(923.00)	
500	Water Admin Credit Card Fees	500-510-5270-510		2,280.00	(2,280.00)	
500	Water Admin Capital Purchase	500-510-5790-510		55,880.00	(55,880.00)	
500	Trash Service Paid	500-510-6260-510		43,071.00	(43,071.00)	
500	Water Distribution Equip Maint	500-530-5330-530		(15,464.00)	15,464.00	
500	Water Distribution Fuels	500-530-5530-530		5,421.00	(5,421.00)	
500	Water Dist Capital Purchase	500-530-8790-530		12,456.00	(12,456.00)	

Bill No. 2022-76

Ordinance No. 347-2022

500	Water Distribution Electricity	500-530-6300-530		693.00	(693.00)
500	Water Dist. Telephones	500-530-6350-530		699.00	(699.00)
500	Pretreatment Surcharge WW	500-610-3520-610	3,300.00		3,300.00
500	Billings to Customers WW	500-610-3590-610	28,412.00		28,412.00
500	Filtration Insurance Claims	500-610-4760-520	4,830.00		4,830.00
500	Insurance Claim	500-610-4760-610	2,407.00		2,407.00
500	Water Plant Prof Services	500-610-5260-520		(29,513.00)	29,513.00
500	Wastewater Prof Services	500-610-5260-610		(32,282.00)	32,282.00
500	Water Plant Facility Maint.	500-610-5320-520		683.00	(683.00)
500	Water Plant Equipment Maint	500-610-5330-520		(19,606.00)	19,606.00
500	Water Plant Fuel/Lubricants	500-610-5530-520		(1,990.00)	1,990.00
500	Filtration Electricity	500-610-6300-520		45,044.00	(45,044.00)
500	Wastewater Electricity	500-610-6300-610		27,119.00	(27,119.00)
500	Filtration Phones	500-610-6350-520		727.00	(727.00)
500	Paying Agent Fee- 2009B	500-640-5930-646		1,456.00	(1,456.00)
500	2011 Water Impr Adm Fees	500-640-5930-648		986.00	(986.00)
WATER/WASTEWATER FUND TOTALS			\$180,828.00	\$98,583.00	\$150,332.00 \$68,087.00

			Fund Bal.		
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u> <u>Transfers In (Out)</u>
800	Trns to Capital Improvement	800-000-3285-000			(5,500.00) (5,500.00)
800	Transportation Sales tax	800-800-4030-000	247,336.00		247,336.00
800	Vehicle Sales Tax	800-800-4090-800	14,070.00		14,070.00
800	Gasoline Tax	800-800-4280-800	40,470.00		40,470.00
800	Street Part Time	800-800-5030-800		(10,000.00)	10,000.00
800	Street TIF Professional Srvc	800-800-5260-360		24,859.00	(24,859.00)
800	Street Professional Srvc	800-800-5260-800		(15,659.00)	15,659.00
800	Street Maintenance Materials	800-800-5580-800		(8,005.00)	8,005.00
800	Street Lights	800-800-6340-800		7,653.00	(7,653.00)
800	Street Department Misc.	800-800-4800-800			
STREET DEPARTMENT FUND TOTALS			\$301,876.00	\$(1,152.00)	\$297,528.00 (\$5,500.00)

			Fund Bal.		
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u> <u>Transfers In (Out)</u>
833	TDD Road Mtce Agreement	833-833-4851-833	26,327.00		26,327.00
TDD STREET FUND TOTALS			\$26,327.00	\$0.00	\$26,327.00 \$0.00

			Fund Bal.		
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u> <u>Transfers In (Out)</u>
900	Street/Bridge Tax	900-900-4030-900	82,411.00		82,411.00
STREET/BRIDGE TOTALS			\$82,411.00	\$0.00	\$82,411.00 \$0.00

Section 2: All other ordinances and parts of ordinances in conflict herewith are repealed.

Section 3: This ordinance shall be in full force and effect upon final passage and approval.

APPROVED after final passage this **November 15, 2022.**

ATTEST:

CITY OF NEOSHO, CITY COUNCIL

Clerk

Mayor

APPROVED:

City Attorney

REQUESTED COUNCIL MEETING DATE: November 1, 2022**ITEM:** Bill No. 2022-77: FY23 Budget Amendment

ORIGINATING DEPARTMENT: Finance Department**ATTACHMENT:****1. Bill 2022-77 FY23 Amendment**

PURPOSE:

The purpose of this item is to amend City revenue and expenditure budgets to reflect changes since the adoption of the original FY23 budget, transfers of open purchase orders and capital items not finalized in FY2022.

BACKGROUND:

Staff is requesting to amend the budget for Outstanding Purchase Orders and Capital Purchases not received in FY 2022.

<u>Fund</u>	<u>Increase (Decrease)</u>
100 General Fund	(\$1,323,913.00)
130 Fire Fund	(\$4,846.00)
180 Park Fund	\$1,745.00
195 Auditorium Fund	(\$8,500.00)
300 Capital Fund	\$0.00
310 Hotel/Motel	(\$4,950.00)
500 Water/Wastewater Fund	(\$587,052.78)
800 Street Department	(\$496,696.67)

Total City Increase (Decrease) in Fund Balance (\$2,424,213.45)**RECOMMENDATION:**

Staff recommends adoption of the budget adjustments as set forth in the attached Bill.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, PROVIDING THAT THE REVENUES AND EXPENDITURES BUDGET BE AMENDED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

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

Section 1: That Ordinance No. 330-2022 is amended to read as follows:

The City Manager is hereby authorized to expend the funds as set forth in said budget. Receipts and disbursements shall be within the limits herein described and adopted by reference and shall be made in accordance with applicable laws and ordinances. These limits shall be referenced by fund as outlined

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
100	Transfer to Fire	100-000-3205-000			7,870.00	7,870.00
100	Transfer to Fire fm General	100-000-3230-000			(3,369.00)	(3,369.00)
100	Trns to Capital Improvement	100-000-3285-160			(45,290.00)	(45,290.00)
100	Trns to Capital Impr/Purch	100-000-3285-204			(49,277.00)	(49,277.00)
100	CARES/ARPA	100-110-4201-110	1,216,162.00		(1,216,162.00)	
100	School Resource Ofer Crowder	100-120-4810-121	127,711.00		(127,711.00)	
100	Police Department Salaries	100-120-5010-120		94,232.00	94,232.00	
100	Availability Allowance	100-120-5070-120		720.00	720.00	
100	Police Dept Social Security	100-120-5170-120		7,209.00	7,209.00	
100	Police Dept Retirement	100-120-5180-120		7,256.00	7,256.00	
100	Police Dept Workers Comp.	100-120-5210-120		4,128.00	4,128.00	
100	Police Dept Minor Equipment	100-120-6390-120		3,519.00	(3,519.05)	
GENERAL FUND TOTALS			\$1,343,873.00	\$117,064.00	(\$1,323,913.00)	(\$90,066.00)

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
130	Trns to Capital Improvement	130-000-3285-000			7,870.00	7,870.00
130	Transfer fm Public Safety Fund	130-000-3305-000			(7,870.00)	(7,870.00)
130	Fire Dept Facility Maintenance	130-130-5320-130		4,846.00	(4,846.00)	
FIRE FUND TOTALS			\$0.00	\$4,846.00	(\$4,846.00)	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
180	Park Donations	180-750-4990-750	\$4,500.00		4,500.00	
180	Park Salaries	180-750-5010-750		2,350.00	(2,350.00)	
180	Parks Social Security	180-750-5170-750		180.00	(180.00)	
180	Parks Retirement	180-750-5180-750		122.00	(122.00)	
180	Parks Workers Compensation	180-750-5210-750		103.00	(103.00)	
PARK FUND TOTALS			\$4,500.00	\$2,755.00	\$1,745.00	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
195	Trns to Capital Improvement	195-000-3285-000			(8,500.00)	(8,500.00)
AUDITORIUM FUND TOTALS			\$0.00	\$0.00	(\$8,500.00)	(\$8,500.00)

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
300	Transfer fm Fire Department	300-000-3385-130			4,850.00	4,850.00
300	Transfer fm Airport	300-000-3385-160			45,290.00	45,290.00
300	Transfer fm Auditorium	300-000-3385-195			8,500.00	8,500.00
300	Transfer fm Cemetery	300-000-3385-204			49,277.00	49,277.00
300	Transfer fm Streets Dept	300-000-3385-800			491,696.67	491,696.67
300	Capital Impr/Purch Fire Dept	300-300-5790-130		4,850.00	(4,850.00)	
300	Capital Impr/Purch Airport	300-300-5790-160		45,290.00	(45,290.00)	
300	Capital Impr/Purch Auditorium	300-300-5790-195		8,500.00	(8,500.00)	
300	Capital Impr/Purch IOOF	300-300-5790-204		49,277.00	(49,277.00)	
300	Capital Impr/Purch Street Dept	300-300-5790-800		491,696.67	(491,696.67)	
CAPITAL FUND TOTALS			\$0.00	\$599,613.67	\$0.00	\$599,613.67

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
310	Motel Promotions	310-310-5240-310		4,950.00	(\$4950.00)	
HOTEL / MOTEL FUND TOTALS			\$0.00	\$4,950.00	(\$4,950.00)	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
450	Golf Course Salaries	450-150-5010-430		3,442.00	(3,442.00)	
450	Availability Allowance	450-150-5070-430		360.00	(360.00)	
450	Golf Course Social Security	450-150-5170-430		264.00	(264.00)	
450	Golf Course Retirement	450-150-5180-430		179.00	(179.00)	
450	Golf Course Workers Comp	450-150-5210-430		151.00	(151.00)	
450	Golf Course Prof. Services	450-150-5260-430		533.00	(533.00)	
GOLF COURSE FUND TOTALS			\$0.00	\$4,929.00	(\$4,929.00)	\$0.00

<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal.	
					Increase (Decrease)	Transfers In (Out)
500	Water Distribution Line Repair	500-530-5620-530		357.00	(357.00)	
500	Meter Program Meter Sets	500-530-5650-531		38,582.53	(38,582.53)	
500	Wastewater Prof Services	500-610-5260-610		20,000.00	(20,000.00)	
500	Filtration Capital-Other.	500-610-5790-520		32,118.07	(32,118.07)	
500	WW Capital Equipment	500-610-5790-610		43,227.18	(43,227.18)	

500	WW Line Capital Improvement	500-610-5810-619		452,768.00	(452,768.00)	
WATER/WASTEWATER FUND TOTALS			\$0.00	\$587,052.78	(\$587,052.78)	\$0.00
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	Fund Bal. <u>Increase</u> <u>(Decrease)</u>	<u>Transfers</u> <u>In (Out)</u>
800	Trns to Capital Improvement	800-000-3285-000			(491,696.67)	(491,696.67)
800	Street Professional Services	800-800-5260-800		5,000.00	(5,000.00)	
STREET DEPARTMENT FUND TOTALS			\$0.00	\$5,000.00	(\$496,696.67)	(\$491,696.67)

Section 2: All other ordinances and parts of ordinances in conflict herewith are repealed.

Section 3: This ordinance shall be in full force and effect upon final passage and approval.

APPROVED after final passage this **November 15, 2022.**

ATTEST:

CITY OF NEOSHO, CITY COUNCIL

Clerk

Mayor

APPROVED:

City Attorney

REQUESTED COUNCIL MEETING DATE: November 1, 2022

ITEM: Work authorization agreement with Allgeier Martin for a water rate study

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Work Authorization Allgeier Martin
 2. Work Authorization Water
-

PURPOSE:

To seek councils for approval of an agreement with Allgeier Martin to conduct a water rate study.

BACKGROUND:

This agreement will allow Allgeier Martin to conduct a study on water utility rates. This study will include calculations for operational costs, needed maintenance, replacement schedules for future needs, and options for future rate increases. Each agreement has a dollar amount shown for the max ceiling for cost. The water study max amount is \$30,000.

RECOMMENDATION:

The City Staff recommends council approve the agreement and authorize the mayor to sign it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a water utility rate study for the not to exceed price of Thirty Thousand and 00/100 Dollars (\$30,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a water utility rate study for the not to exceed price of Thirty Thousand and 00/100 Dollars (\$30,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

Attachment Number 2
Work Authorization Water and Sewer Rate Study
 Workforce Projection

WATER UTILITY RATE STUDY

9/2/2022

ENGINEERING SERVICES

CLASSIFICATION	Hours	RATE	EXTENDED COST
<u>Compiling Financial Data Provide by the City</u>			
Engineer V	2	\$ 248.00	\$ 496.00
Engineer III	8	\$ 207.00	\$ 1,656.00
Engineer II	16	\$ 184.00	\$ 2,944.00
Secretary/Assistant	4	\$ 88.00	\$ 352.00
Mileage (2 trips)	80	\$ 0.62	\$ 49.60
Subtotal			\$ 5,497.60
<u>Compiling Water Supplied and Sold Data</u>			
Engineer III	2	\$ 207.00	\$ 414.00
Engineer II	8	\$ 184.00	\$ 1,472.00
Secretary/Assistant	4	\$ 88.00	\$ 352.00
Subtotal			\$ 2,238.00
<u>Operation, Maintenance, and Replacement Cost Estimates</u>			
Engineer III	2	\$ 207.00	\$ 414.00
Engineer II	16	\$ 184.00	\$ 2,944.00
Secretary/Assistant	8	\$ 88.00	\$ 704.00
Subtotal			\$ 4,062.00
<u>Future Project Needs</u>			
Engineer III	8	\$ 207.00	\$ 1,656.00
Engineer II	16	\$ 184.00	\$ 2,944.00
Secretary/Assistant	4	\$ 88.00	\$ 352.00
Subtotal			\$ 4,952.00
<u>Compute Water Rates and Complete Draft Report</u>			
Engineer V	2	\$ 248.00	\$ 496.00
Engineer III	8	\$ 207.00	\$ 1,656.00
Engineer II	24	\$ 184.00	\$ 4,416.00
Secretary/Assistant	16	\$ 88.00	\$ 1,408.00
Printing			\$ 250.00
Mileage (1 trips)	80	\$ 0.62	\$ 49.60
Subtotal			\$ 8,275.60
<u>Final Water Rate Study</u>			
Engineer V	2	\$ 248.00	\$ 496.00
Engineer III	4	\$ 207.00	\$ 828.00
Engineer II	8	\$ 184.00	\$ 1,472.00
Secretary/Assistant	16	\$ 88.00	\$ 1,408.00
Printing			\$ 250.00
Mileage (1 trips)	80	\$ 0.62	\$ 49.60
Subtotal			\$ 4,503.60
Estimated Total-Water-Tasks			\$ 29,528.80



ALLGEIER, MARTIN and ASSOCIATES, INC.
———— Consulting Engineers ————

August 26, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Ave.
Neosho, MO 64850

Re: Water Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates, Inc. the opportunity to present the enclosed Work Authorization Agreement (WAA) for the completion of a Water Utility Rate Study for the City of Neosho. As presented in the WAA, we propose to offer engineering services for a lump sum fee of \$30,000 for the described scope of services.

If the enclosed WAA is acceptable to the City, please fully execute both copies and retain one copy for your file and return the remaining copy to this office. If you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'John Briggs', is written over a horizontal line.

John Briggs, P.E.
Project Manager

Enclosures



August 26, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Avenue
Neosho, MO 64850

Re: Water Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates the opportunity to provide Engineering Services on the above referenced project. In order to begin the water utility rate study, the following information will be required:

1. Water system budgets, expenditures, and revenue for the past three (3) fiscal years.
2. Water system budget for next fiscal year, if available.
3. Existing water rate structure and ordinance.
4. Outstanding water system debt and annual debt payments, if any.
5. Water system component/equipment repair and replacement schedule, if any.
6. Current water system account balance.
7. Volume of water supplied for the previous three (3) years.
8. Volume of water sold for the previous three (3) years.
9. Number of water system customers and usage category (residential, commercial, etc.) for the previous three (3) years.
10. Volume of water sold for each usage category for the previous three (3) years.
11. List of any known deficiencies or planned projects that need to be factored into the water rates.

Obtaining this information is vital to beginning work on the water utility rate study. Additional information may be requested once the study is underway. Thank you for your time and assistance in gathering this information and if you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the lump sum fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Lump Sum Fee: \$ 30,000.00

By: Chris Erisman Date: August 26, 2022
Chris Erisman, P.E., First Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: NEOSHO WATER UTILITY RATE STUDY 2022

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO

ATTN: MR. NATE SILER, PUBLIC WORKS DIRECTOR

STREET ADDRESS: 203 E. MAIN ST.

CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK: Prepare an updated drinking water utility rate study for the City of Neosho. The study will utilize the Missouri Department of Natural Resources (MDNR) Drinking Water State Revolving Fund Rate Calculation guidelines and methodologies. Allgeier, Martin will work with City staff to collect pertinent City data for use in preparing the study to the extent that it is available (see separate correspondence for the list of requested data). The water rate study will include water demand computations based upon water sales and supplied records. Where adequate records do not exist, the water demand will be estimated based upon generally accepted water demand computations. Operation and maintenance costs will be estimated based upon historical data supplemented by assumptions for future costs. We will review current

funds set aside in replacement accounts against project replacement needs. Finally, the Engineer will compute water rates according to anticipated water operation, maintenance, and replacement costs. Upon Completion of a draft report, Allgeier, Martin will meet with City personnel to review the draft and discuss comments before completing the final report. We will provide up to ten copies of the final report to the City as well as an electronic pdf version.

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney's fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse

by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Missouri.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

Attachment Number 2
Work Authorization Water and Sewer Rate Study
 Workforce Projection

SEWER UTILITY RATE STUDY

9/2/2022

ENGINEERING SERVICES

CLASSIFICATION	Hours	RATE	EXTENDED COST
<u>Compiling Financial Data Provide by the City</u>			
Engineer V (Oversite Included in Water Workforce Projec	0	\$ 248.00	\$ -
Engineer III (Shared Oversite with Water Workforce Proje	4	\$ 207.00	\$ 828.00
Engineer II	16	\$ 184.00	\$ 2,944.00
Secretary/Assistant	4	\$ 88.00	\$ 352.00
Mileage (Included in Water Workforce Projection)	0	\$ 0.62	\$ -
Subtotal			\$ 4,124.00
<u>Compiling Water Supplied and Sold Data (Included in Water Workforce Projection)</u>			
Engineer II	0	\$ 207.00	\$ -
Engineer II	0	\$ 184.00	\$ -
Secretary/Assistant	0	\$ 88.00	\$ -
Subtotal			\$ -
<u>Compiling Wastewater Effluent Data (Effluent Flow, BOD, TSS, etc.)</u>			
Engineer III	2	\$ 207.00	\$ 414.00
Engineer II	8	\$ 184.00	\$ 1,472.00
Secretary/Assistant	4	\$ 88.00	\$ 352.00
Subtotal			\$ 2,238.00
<u>Operation, Maintenance, and Replacement Cost Estimates</u>			
Engineer III	2	\$ 207.00	\$ 414.00
Engineer II	16	\$ 184.00	\$ 2,944.00
Secretary/Assistant	8	\$ 88.00	\$ 704.00
Subtotal			\$ 4,062.00
<u>Future Project Needs</u>			
Engineer III	8	\$ 207.00	\$ 1,656.00
Engineer II	16	\$ 184.00	\$ 2,944.00
Secretary/Assistant	4	\$ 88.00	\$ 352.00
Subtotal			\$ 4,952.00
<u>Compute Sewer Rates and Complete Draft Report</u>			
Engineer V (Oversite Included in Water Workforce Projec	0	\$ 248.00	\$ -
Engineer III (Shared Oversite with Water Workforce Proje	4	\$ 207.00	\$ 828.00
Engineer II (Shared Oversite with Water Workforce Proje	16	\$ 184.00	\$ 2,944.00
Secretary/Assistant	16	\$ 88.00	\$ 1,408.00
Printing (Included in Water Workforce Projection)			
Mileage (Included in Water Workforce Projection)	0	\$ 0.62	\$ -
Subtotal			\$ 5,180.00
<u>Final Sewer Rate Study (Included in Water Workforce Projection)</u>			
Engineer V	0	\$ 248.00	\$ -
Engineer III	0	\$ 207.00	\$ -
Engineer II	0	\$ 184.00	\$ -
Secretary/Assistant	0	\$ 88.00	\$ -
Printing			
Mileage	0	\$ 0.62	\$ -
Subtotal			\$ -
Estimated Total-Wastewater-Tasks			\$ 20,556.00
Estimated Total-All-Tasks			\$ 50,084.80
Established Contract Ceiling			\$ 50,000.00



September 2, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Ave.
Neosho, MO 64850

Re: Wastewater Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates, Inc. the opportunity to present the enclosed Work Authorization Agreement (WAA) for the completion of a Wastewater Utility Rate Study for the City of Neosho simultaneously with the Drinking Water Rate Study. As presented in the WAA, we propose to offer engineering services for a lump sum fee of \$20,000 for the described scope of services.

If the enclosed WAA is acceptable to the City, please fully execute both copies and retain one copy for your file and return the remaining copy to this office. If you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

Enclosures



September 2, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Avenue
Neosho, MO 64850

Re: Wastewater Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates the opportunity to provide Engineering Services on the above referenced project. In order to begin the wastewater utility rate study, the following information will be required:

1. Wastewater system expenditures and revenue for the past three (3) years.
2. Current wastewater system budget and wastewater system budget for the next fiscal year, if available.
3. Wastewater system component/equipment repair and replacement schedule, if any.
4. Outstanding wastewater system debt and annual debt payments, if any.
5. Current wastewater system account balance.
6. Current wastewater rate structure.
7. Number of wastewater customers and usage category (residential, commercial, etc.) for the previous three (3) years.
8. Wastewater treatment plant flow monitoring reports for the previous three (3) years.

Obtaining this information is vital to beginning work on the wastewater utility rate study. Additional information may be requested once the study is underway. Thank you for your time and assistance in gathering this information and if you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the lump sum fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Lump Sum Fee: \$ 20,000.00

By: Chris Erisman Date: Sept. 2, 2022
Chris Erisman, P.E., First Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: NEOSHO WASTEWATER UTILITY RATE STUDY 2022

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO
ATTN: MR. NATE SILER, PUBLIC WORKS DIRECTOR
STREET ADDRESS: 203 E. MAIN ST.
CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK: Prepare an updated wastewater utility rate study for the City of Neosho simultaneously with the preparation of a drinking water utility rate study. The study will utilize the Missouri Department of Natural Resources (MDNR) Clean Water State Revolving Fund Rate Calculation guidelines and methodologies. Allgeier, Martin will work with City staff to collect pertinent City data for use in preparing the study to the extent that it is available (see separate correspondence for the list of requested data). The wastewater rate study will include water demand computations based upon water sales and supplied records, as well as wastewater effluent flow and loadings records. Where adequate records do not exist, the water demand and wastewater effluent flow and loadings will be estimated based upon generally

accepted water and wastewater demand computations. Operation and maintenance costs will be estimated based upon historical data supplemented by assumptions for future costs. We will review current funds set aside in replacement accounts against project replacement needs. Finally, the Engineer will compute wastewater rates according to anticipated wastewater operation, maintenance, and replacement costs. Upon Completion of a draft report, Allgeier, Martin will meet with City personnel to review the draft and discuss comments before completing the final report. We will provide up to ten copies of the final report to the City as well as an electronic pdf version.

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

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INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

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STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

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its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

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CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

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ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete.

under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

August 26, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Ave.
Neosho, MO 64850

Re: Water Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates, Inc. the opportunity to present the enclosed Work Authorization Agreement (WAA) for the completion of a Water Utility Rate Study for the City of Neosho. As presented in the WAA, we propose to offer engineering services for a lump sum fee of \$30,000 for the described scope of services.

If the enclosed WAA is acceptable to the City, please fully execute both copies and retain one copy for your file and return the remaining copy to this office. If you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

Enclosures

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

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Lump Sum Fee: \$ 30,000.00

By: Chris Erisman Date: August 26, 2022
Chris Erisman, P.E., First Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: NEOSHO WATER UTILITY RATE STUDY 2022

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO

ATTN: MR. NATE SILER, PUBLIC WORKS DIRECTOR

STREET ADDRESS: 203 E. MAIN ST.

CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK: Prepare an updated drinking water utility rate study for the City of Neosho. The study will utilize the Missouri Department of Natural Resources (MDNR) Drinking Water State Revolving Fund Rate Calculation guidelines and methodologies. Allgeier, Martin will work with City staff to collect pertinent City data for use in preparing the study to the extent that it is available (see separate correspondence for the list of requested data). The water rate study will include water demand computations based upon water sales and supplied records. Where adequate records do not exist, the water demand will be estimated based upon generally accepted water demand computations. Operation and maintenance costs will be estimated based upon historical data supplemented by assumptions for future costs. We will review current

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INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

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by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractor's failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Missouri.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

REQUESTED COUNCIL MEETING DATE: November 1, 2022

ITEM: Work authorization agreement with Allgeier Martin for a wastewater rate study

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Work Authorization Wastewater

PURPOSE:

To seek councils for approval of an agreement with Allgeier Martin to conduct a wastewater rate study.

BACKGROUND:

This agreement will allow Allgeier Martin to conduct a study on wastewater utility rates. This study will include calculations for operational costs, needed maintenance, replacement schedules for future needs, and options for future rate increases. Each agreement has a dollar amount shown for the max ceiling for cost. The wastewater study max amount is \$20,000.

RECOMMENDATION:

The City Staff recommends council approve the agreement and authorize the mayor to sign it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater utility rate study for the not to exceed price of Twenty Thousand and 00/100 Dollars (\$20,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater utility rate study for the not to exceed price of Twenty Thousand and 00/100 Dollars (\$20,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



September 2, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Ave.
Neosho, MO 64850

Re: Wastewater Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates, Inc. the opportunity to present the enclosed Work Authorization Agreement (WAA) for the completion of a Wastewater Utility Rate Study for the City of Neosho simultaneously with the Drinking Water Rate Study. As presented in the WAA, we propose to offer engineering services for a lump sum fee of \$20,000 for the described scope of services.

If the enclosed WAA is acceptable to the City, please fully execute both copies and retain one copy for your file and return the remaining copy to this office. If you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'John Briggs'.

John Briggs, P.E.
Project Manager

Enclosures

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the lump sum fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Lump Sum Fee: \$ 20,000.00

By: Chris Erisman
Chris Erisman, P.E., First Vice President

Date: Sept. 2, 2022

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: NEOSHO WASTEWATER UTILITY RATE STUDY 2022

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO

ATTN: MR. NATE SILER, PUBLIC WORKS DIRECTOR

STREET ADDRESS: 203 E. MAIN ST.

CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK: Prepare an updated wastewater utility rate study for the City of Neosho simultaneously with the preparation of a drinking water utility rate study. The study will utilize the Missouri Department of Natural Resources (MDNR) Clean Water State Revolving Fund Rate Calculation guidelines and methodologies. Allgeier, Martin will work with City staff to collect pertinent City data for use in preparing the study to the extent that it is available (see separate correspondence for the list of requested data). The wastewater rate study will include water demand computations based upon water sales and supplied records, as well as wastewater effluent flow and loadings records. Where adequate records do not exist, the water demand and wastewater effluent flow and loadings will be estimated based upon generally

accepted water and wastewater demand computations. Operation and maintenance costs will be estimated based upon historical data supplemented by assumptions for future costs. We will review current funds set aside in replacement accounts against project replacement needs. Finally, the Engineer will compute wastewater rates according to anticipated wastewater operation, maintenance, and replacement costs. Upon Completion of a draft report, Allgeier, Martin will meet with City personnel to review the draft and discuss comments before completing the final report. We will provide up to ten copies of the final report to the City as well as an electronic pdf version.

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney's fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill

Its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Missouri.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete.

under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

REQUESTED COUNCIL MEETING DATE: November 1, 2022

ITEM: Special Use Permit Amendment for government entities

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2022-85 Amending Section 405.180 RE Special Use

PURPOSE:

The purpose of this agenda item is to modify the ordinance 405.180 involving Special Use Permits to extend the period that a Special Use Permit may be issued to a political subdivision of the State of Missouri in increments of up to ten (10) years.

BACKGROUND:

Government entities are frequently involved in longer-term projects that may be discouraged by the short-term Special Use Permits. This allows the city council the discretion to set more generous time periods for projects that may be longer term.

RECOMMENDATION:

Staff recommends amending the current ordinance to allow for longer Special Use Permit increments for political subdivisions.

AN ORDINANCE amending Section 405.180 Special Use, by repealing Section 405.180, and enacting a new Section 405.180 in lieu thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That Section 405.180 Special Use is amended to read as follows:

“A. General.

1. Any use not permitted in the district in which it is located may be allowed in any district by special use permit of the City Council, after public hearing and after recommendation of the Planning and Zoning Commission, under such conditions as to the operation, site, development, parking, signs and time limit as may be deemed necessary in order that it will conform to the general intent and purpose of this Chapter. Such uses shall comply with the height and area regulations of the district in which they may be located, except for any specific allowances made in the ordinance granting such special use permit.

2. Special use permits shall not be a substitute for rezoning but shall be allowed only where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the provisions of this Chapter relating to the use, construction or alteration of buildings or structures or the use of land.

B. Initial Applications.

1. Applications for special use permits shall be considered at a public hearing before the Planning and Zoning Commission in the same manner as an application for rezoning of property. After such hearing the Planning and Zoning Commission shall make its findings of fact and recommendation to the City Council. The Planning and Zoning Commission may recommend such restrictions upon the operation, site, parking, signs and time limit of such permit as they find appropriate and necessary to ensure the guidelines set forth herein.

2. Special use permits may be permitted upon the showing of particular facts and circumstances which make the conditional use appropriate in the location in which the special use is proposed. Facts to be taken into account include the need for the special use, both in the neighborhood and in the community, and the effect on neighboring property values, on the use of neighboring property, on traffic patterns, and on the capacity of City facilities, such as water mains and sewer mains to serve the area.

3. However, in no case shall a special use permit be allowed to permit a non-conforming use which will materially interfere with the use of adjoining premises in conformity with the regulations applicable to the use district in which it is located.

C. Renewals Of Permits.

1. Special use may not be granted for more than three (3) consecutive years without a requirement that sixty (60) days prior to the expiration of such three (3) year period, the property owner shall successfully apply for a renewal of such permit for an additional three (3) year period. The initial grant of special use permit may limit the number of such renewals, but if no limit is set then the owner may apply for an additional three (3) year renewal without reference to the number previously granted such owner. Anything herein notwithstanding, the initial grant of a special use permit may be limited to any period less than three (3) years. **Notwithstanding the foregoing, government entities, including Newton County, Neosho School District, and other political subdivisions of the State of Missouri, may be granted special use in increments of up to ten (10) years, otherwise subject to the same terms and conditions of this Section.**

2. Procedure to renew.

a. A property owner wishing to renew his/her special use permit shall make written application for same and pay a fee of fifty dollars (\$50.00) to the City Collector. Immediately thereafter the City Building Inspector shall inspect the subject property determining if same is in compliance with the use granted. Within thirty (30) days of such application, the Building Inspector shall submit his/her findings to the Planning and Zoning Commission. Should the findings report the property as being in compliance with the use granted, Planning and Zoning Commission shall enter upon its records the successful application and the date of its expiration.

b. Should the findings of the Building Inspector be that the subject property is not in compliance with the use granted, the Planning and Zoning Commission shall set a hearing, no later than forty-five (45) days from the date of application, at which time the said Commission shall consider the findings of the Building Inspector and, giving adequate notice to the property owner, shall consider evidence offered in behalf of the property owner. After being fully apprised, planning and zoning shall make a finding of whether the subject property is in fact in compliance with the granted use. If it is found to be in compliance, the application shall be successful and so noted on the records with the date of its expiration. Should the use be found not in compliance then the application shall be denied. An unsuccessful applicant may apply for rezoning or special use permit in accord with the procedures as though an initial application.

3. Non-transferable. Special use permits shall be granted to a particular owner(s) and may not be assigned or transferred to any other owner but shall automatically expire upon the transfer of ownership of any fee in such property.

D. Miscellaneous. A special permit granted by the Planning and Zoning Commission under this Section shall be considered as an amendment to the Zoning Code as applicable to such property. In granting such permit the Planning and Zoning Commission may impose conditions which shall be complied with by the grantee before any final public utility connection may be made with such building or property, and such conditions shall not be construed as conditions precedent to the granting of the special permit or the change in zoning of said property, but shall be considered a precedent to such final public utility connections.”

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: November 1, 2022

ITEM: Amendment to the electric service agreement with Liberty Utilities

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Liberty amended agreement Nov 1st 2022

PURPOSE:

To seek Council approval of the amendment of the contract with Liberty Utilities.

BACKGROUND:

This amendment is for the replacement of one non-working streetlight and being replaced with a new LED streetlight. This amendment will come with a decrease in the usage charge.

1. 1932 Sherry Lea Dr.	WO #974603	monthly decrease	-\$1.79
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RECOMMENDATION:

The City Staff recommends council approve the contract and authorize the mayor to sign the noted amendments.

The Empire District Electric Company

Work Order # **974603**

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **6th** day of **October, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	1932 Sherry Lea Dr	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	1932 Sherry Lea Dr	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 350.76	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 132.29	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$132.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$11.91
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.52
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.79

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By _____

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	482	6,000L - 70W	11	12,000L - 175W	11	7,500 - 9,500L - 150W	100
11,000L - 250W	13	16,000L - 150W	216	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 974603

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$132.29

\$55,648.60

\$618,317.75

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

REQUESTED COUNCIL MEETING DATE: November 1, 2022

ITEM: Irrevocable Consent for Annexation for 1297 N Business 49

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. 1297 N Business 49 Irrevocable Consent
 2. Skateland 1
 3. Skateland 2
-

PURPOSE:

The purpose of this item is to accept an Irrevocable Consent for Annexation at 1297 Business 49 (Skateland) for the purpose of connecting to the city water system.

BACKGROUND:

The city water system currently lies along the south property line of this address. The property owner has completed and returned the Irrevocable Consent to Annexation forms with the intention of connecting to the drinking water system only at this time. There is no cost to the city.

RECOMMENDATION:

Staff recommends that council accepts the Irrevocable Consent to Annexation.

IRREVOCABLE CONSENT TO ANNEXATION AND AGREEMENT RELATING THERETO

This Irrevocable Consent to Annexation and Agreement Relating Thereto is made and entered into this 26 day of Oct., 2022.

WITNESSETH:

WHEREAS, Durward (deceased) and Donna Brewer , (hereinafter "Owners") are the record Owners a fee simple interest in the following described real property:

1297 N Business 49, Newton, Neosho, Missouri

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 14, Township 25, Range 32, except right of way for Highway 71, all in Newton County, Missouri. Subject to restrictions contained in a Warranty Deed dated December 7, 1983 and recorded in Book 326 at Page 515.

WHEREAS, the above-described realty lies outside of the city limits of the City of Neosho, Missouri, (hereinafter the "City"); and

WHEREAS, it is the policy of the City and the Council not to supply water or sewer to realty and persons located outside of the city limits; and

WHEREAS, Owners have asked the City to provide Owners with water and/or sewer service by permitting Owners to connect on to the City's water and/or sewer system; and

WHEREAS, the City, is willing to deviate from the above stated policy, and is willing to allow Owners to connect on to the City's water and/or sewer system if, and only if, Owners will irrevocably agree to consent to any future annexation by the City of the above described realty in the event the City determines such annexation would be in the best interests of the City.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby agrees to permit Owners to connect to the City's water and/or sewer system and Owners hereby irrevocably consent, on behalf of themselves, their successors

and assigns, to any future annexation of the above-described realty by the City irrespective of who initiated the annexation process. If in the event the Owner connects to the City's water system at a time when not City sewer service is unavailable, the Owner agrees to connect to City sewer services at the Owner's expense whenever City sewer services come within the footage regulations as defined in the Water and Sewer Extension Plan.

2. The City shall charge, and Owners shall pay, such fees as the City determines necessary, appropriate or reasonable for all water and/or sewer service supplied Owners.

3. At such time the City declares that annexation of hereinbefore described realty is in the best interests of the City; the City shall present the attached Voluntary Petition for Annexation to the Council as provided by Section 71.012 RSMo.

4. Alternatively, in the event the City initiates an annexation proceeding in the court system of this state which ultimately requires voter approval, and in the further event such annexation proceeding involves the above-described realty; Owners, their successors and/or assigns hereby agree to cooperate fully with the City and the Council in the annexation process, and Owners, their successors and/or assigns agree they will in no way object to or do anything which would impede the annexation process.

5. In the event Owners, their successors and/or assigns, or anyone acting by, through to on behalf of any of them, shall fail to cooperate fully with the City and the Council in any future annexation proceeding, irrespective of the form of that proceeding, or should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, then the City may thereafter, without notice, terminate water and/or sewer service to the above-described realty and disconnect said property from the City's water and/or sewer system.

6. This agreement, including the Irrevocable Consent to Annexation contained herein, and the Voluntary Petition for Annexation shall be enforceable by specific performance, at the option of the City, and, if litigation is initiated, the parties

agree that venue shall be proper only in the Circuit Court of Newton County, Missouri, and all parties expressly waive any rights to venue inconsistent therewith.

7. This agreement, the Irrevocable Consent to Annexation, and the Voluntary Petition for Annexation contained herein shall remain in full force and effect so long as Owners continue to receive water and/or sewer service from the City and/or are connected to the City's water and/or sewer system.

8. This agreement, the Irrevocable Consent to Annexation contained herein shall be deemed to be a covenant running with the land and shall be binding upon Owners, their heirs, legal representatives, successors and assigns.

OWNER SIGNATURE: Donna G. Brewer DATE: 10-26-22
CO-OWNER SIGNATURE: _____ DATE: _____
OWNER NAME (print): _____
CO-OWNER NAME (print): _____

AFFIDAVIT FOR SOLE OWNERSHIP

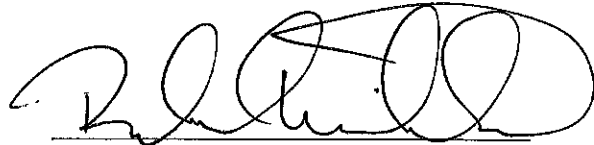
(Page 1 of 1)

Donna G. Brewer
Donna G. Brewer
Property Owner

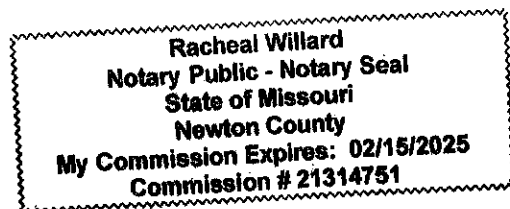
STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 26th day of October, 2022, before me personally appeared Donna G. Brewer, to me personally known, who being duly sworn, declared that she/he is the person who signed the foregoing instrument as sole owner of the property and acknowledged said instrument to be the free act and deed of said property owner and that the statements therein contained are true. And the said Donna G. Brewer further declared himself/herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Neosho Mo, 64850, the day and year first above written.


Notary Public

My commission expires on: 02/15/2025



GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 30 day of August, 1988, by and between

Patricia S. Clement, a single person

of the County of Newton, State of Missouri, party or parties of the first part, and

Durward H. Brewer and Donna G. Brewer, husband and wife

Rt. 6, Box 643

Joplin, MO 64801

of the County of Missouri, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Newton and State of Missouri, to wit:

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 14, Township 25, Range 32, except right of way for Highway 71, all in Newton County, Missouri. Subject to restrictions contained in a Warranty Deed dated December 7, 1983 and recorded in Book 326 at Page 515.

Grantor states that John D. Clement died on the 22nd day of June, 1986 and that his marriage with Patricia S. Clement was not interrupted by divorce or otherwise prior to his death.

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same belonging, unto the said party or parties forever

The said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 1988 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Patricia S. Clement
Patricia S. Clement

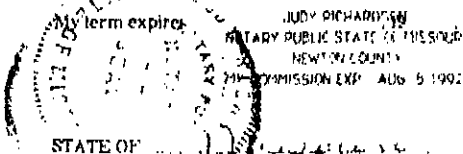
STATE OF MISSOURI,
COUNTY OF NEWTON ss.

On this 30th day of August, 1988, before me personally appeared

Patricia S. Clement, a single person

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Judy Richardson
Notary Public

5800

STATE OF Missouri
COUNTY OF Newton

IN THE RECORDER'S OFFICE

I, *Bessie M. Nailor*, Recorder of said County, do hereby certify that the within instrument of writing was, at 3 o'clock and 20 minutes p.m. on the 31st day of August, A.D. 1988, duly filed for record in my office, and is recorded in the records of this office, in book 337 at page 68.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at

this 1st day of Sept

A.D. 1988

Bessie M. Nailor Recorder

Newton County, Missouri

LOCAL REGISTRAR
NEWTON COUNTY HEALTH DEPT
812 W HARMONY PO BOX 447
NEOSHO MO 64850



MISSOURI DEPARTMENT OF HEALTH
AND SENIOR SERVICES
FEE RECEIPT
DEATH CERTIFICATION

CLARK FUNERAL HOME
P.O. BOX 66
NEOSHO MO 64850

REGISTRANT(S):
DURWARD BREWER
D9999-999999
6 COPY

YOUR RECENT REQUEST HAS BEEN ACTED UPON AS INDICATED BELOW:				
DATE RECEIVED	TOTAL AMOUNT	AMOUNT THIS REQUEST	PROCESSING FEE REQUIRED	REFUND
10/16/2018	13.00	63.00	0.00	0.00

MO 680-0698 (2-12)

UNAPPLIED REMITTANCES ONLY VALID FOR ONE YEAR AFTER RECEIPT. When you inquire about your request, please return this receipt. If a refund is indicated, it will be mailed within 30 to 60 days.

MISSOURI

CERTIFICATION OF DEATH

DATE FILED: OCTOBER 16, 2018

STATE FILE NUMBER: 124-18-032186

DECEDENT NAME: DURWARD BREWER

SEX: MALE

DATE OF
DEATH: OCTOBER 4, 2018

COUNTY
OF DEATH: NEWTON

DATE OF
BIRTH: OCTOBER 18, 1938

MARITAL
STATUS: MARRIED

EVER IN
ARMED FORCES: YES

SOCIAL
SECURITY NUMBER: 444-30-2940

RESIDENCE
ADDRESS: 12473 JUANITA LANE
NEOSHO, MISSOURI

SURVIVING SPOUSE:
(IF WIFE, MAIDEN NAME): DONNA BROYLES
FUNERAL HOME: CLARK FUNERAL HOME

UNDERLYING CAUSE (ICD CODE):
CHOLANGIOCARCINOMA

MANNER: NATURAL

ISSUED ON BEHALF OF MO DEPT HEALTH & SENIOR SERVICES: NEWTON

THIS IS A TRUE CERTIFICATION OF NAME AND DEATH FACTS AS RECORDED BY THE BUREAU OF VITAL RECORDS, JEFFERSON CITY, MISSOURI.

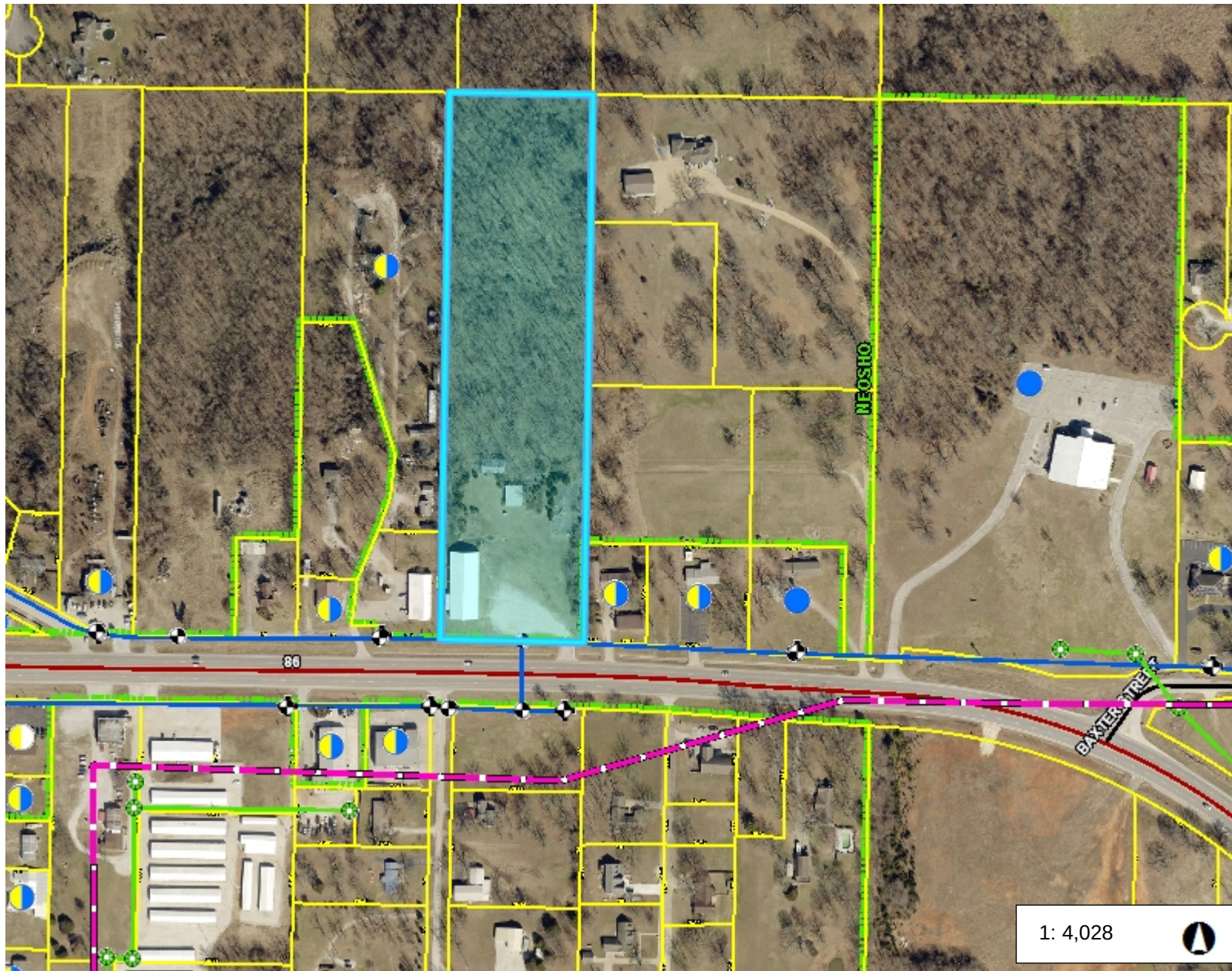
DATE ISSUED: OCTOBER 16, 2018

Craig B. Ward
Craig B. Ward
State Registrar of Vital Statistics



THE REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW.
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

Neosho, MO



Legend

- Water Test Stations
- Water Meter
- Water Tower
- Water Treatment Plant
- Water GPS Point
- Water Pressure Zone Line
- Manhole
- Gravity Main
- Private Line
- NE Interceptor
- School North Interceptor
- West Interceptor
- Force Main
- Waste Water Plant
- Grease Trap
- Water Valve AM
- Control Valve AM
- Fire Hydrant AM
- Water Main AM
- Water Main by Size**
 - 1"
 - 1 1/2"
 - 2"
 - 4"
 - 6"
 - 8"

1: 4,028



671.4 0 335.69 671.4 Feet

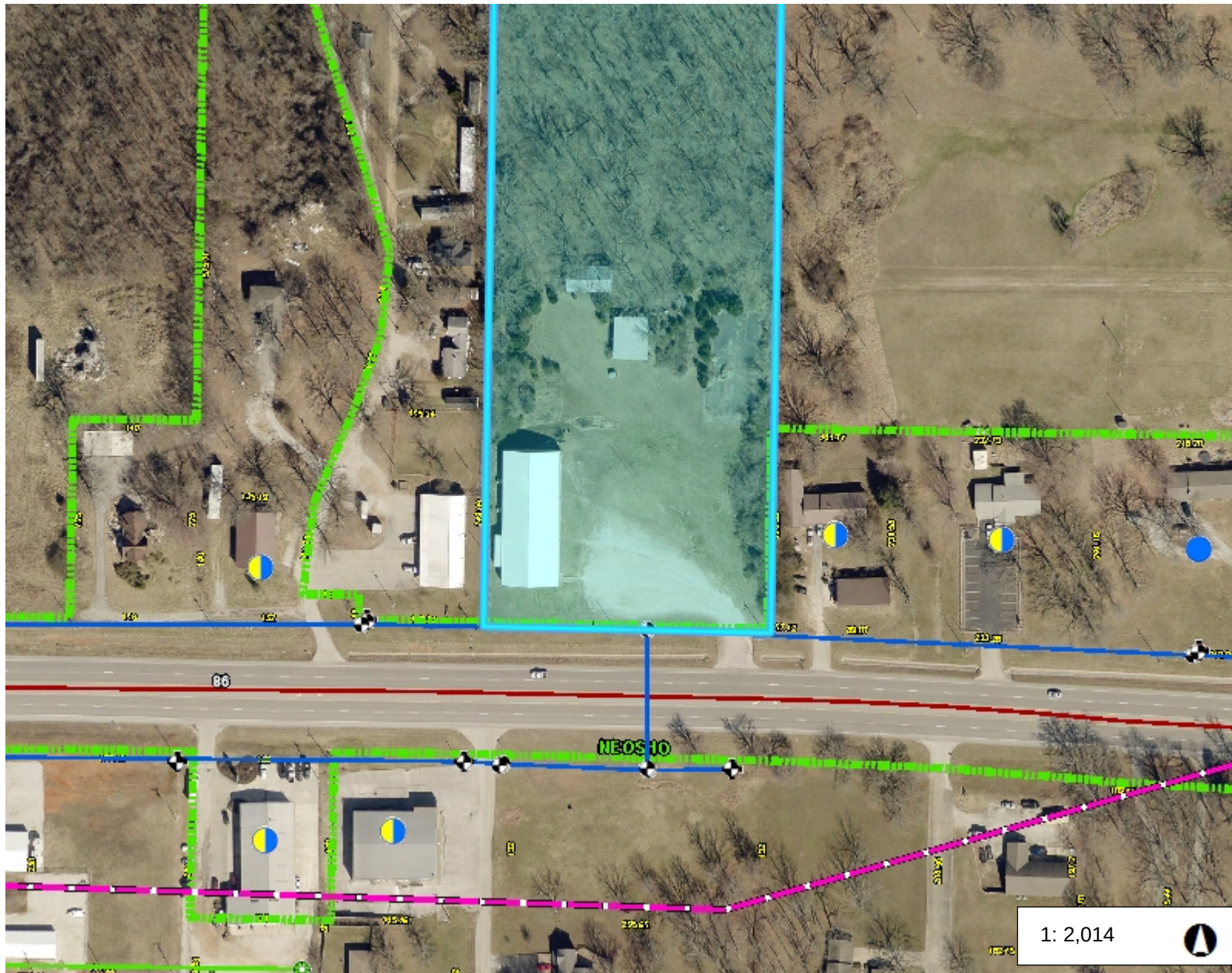
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Skateland
N Business 49
Water connection

Neosho, MO



Legend

- Water Test Stations
- Water Meter
- Water Tower
- Water Treatment Plant
- Water GPS Point
- Water Pressure Zone Line
- Manhole
- Gravity Main
- Private Line
- NE Interceptor
- School North Interceptor
- West Interceptor
- Force Main
- Waste Water Plant
- Grease Trap
- Water Valve AM
- Control Valve AM
- Fire Hydrant AM
- Water Main AM
- Water Main by Size**
 - 1"
 - 1 1/2"
 - 2"
 - 4"
 - 6"
 - 8"

1: 2,014



Notes

Skateland
N Business 49
Water connection

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: November 1, 2022

ITEM: National Fire Safety Council Permission

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. National Fire Safety Council Letter
 2. Fire Safety Materials
-

PURPOSE:

To Establish Permission for the National Fire Safety Council to send letters to businesses in the Neosho Fire Department service area requesting voluntary donations to support the fire prevention program

BACKGROUND:

The fire prevention program was established at the Neosho Fire Department in 1996 and continued until 2008 when it stopped for an unknown reason. During this time the National Fire Safety Council sent out letters requesting voluntary donations to be sent for the Fire Safety Program ran by the Neosho Fire Department. The donations are sent to the Fire Department address and written to the National Fire Safety Council, which is a nonprofit 501C3, then mailed to the National Fire Safety Council where it is deposited into an account specifically for the Neosho Fire Department. The funds cannot be used by any other agency and are never redistributed to another department. As an example, the Neosho Fire Department has \$1600 currently in our account from 2008, when funds were last collected.

The Fire Safety program is not just targeted at children, it is going to be a useful tool for all the population we serve, from children to senior adults. The average cost of a program is \$6,000 annually.

The National Fire Safety Council will charge the Neosho Fire Department \$1 per letter, which includes the initial mailer and a self-addressed stamped envelope to each business in our service area.

RECOMMENDATION:

Staff recommends council to approve the National Fire Safety Council to send out letters and do voluntary collections from businesses in our service area to promote fire prevention

The safety of our citizens is a daily priority of our Fire Department. In an effort to bring quality fire and safety information to our community, we have chosen diverse material provided by the **National Fire Safety Council, a federal tax exempt 501 (3) corporation.**

These materials target areas we feel are important for our community and address topics such as Smoke Alarms, Home Escape Plans, Cooking Safety and Stop, Drop and Roll.

As we coordinate and distribute the materials, we seek your support to make this comprehensive program effective. We are requesting your financial support to ensure the success of our program. Your tax-deductible contribution will be used exclusively for our program and the kept in our local community.

Suggested sponsorship levels are listed below but any contribution is greatly appreciated.

20 children-\$ 80
30 children-\$ 120
60 children-\$240

500 children-\$2000

75 children-\$300
100 children-\$400
200 children-\$800

As an acknowledgement of your generosity, you or your business will be listed as a contributing sponsor on the back page of the fire safety school manuals. Your prompt remittance will assure recognition in the manuals this year.

For your convenience, you may return your check made payable to NATIONAL FIRE SAFETY COUNCIL, INC. Federal Tax IS# 38-2292422 in the enclosed envelope. Credit card donations are also accepted by using the scan code at the bottom of this letter or by contacting Bonnie at 1-877-435-7777.

Please accept my sincere thanks for your consideration and your support for a safer community in which to raise our families.

Sincerely,

ORDER SUMMARY SHEET
National Fire Safety Council

Program Number: _____ Date Received: _____

Program Name (s) as it is to be recognized: _____

City to be recognized on manual: _____

Name(s) and Title(s) to receive Recognition:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Requested Date of Delivery: _____

**YOUR ORDER WILL BE SHIPPED WHEN READY UNLESS OTHERWISE NOTED
ABOVE WITH A SPECIFIC DATE-WE MARK ALL BOXES WITH A "HOLD FIRE
PREVENTION WEEK MATERIALS" STICKER**

ARE MANUALS PLAIN, OR PRINTED? _____

Number of Schools Served _____
Number of Children Served _____
Number of Departments Served _____
Number of Firefighters _____
Approx population of Community _____
Is a Picture Included for Manuals? _____
Is a Plaque Order Form Included _____
Is a Personalized Helmet Form Included _____

SPECIAL INSTRUCTIONS

**Personalized Helmet Orders WILL NOT BE PROCESSED without
completed form and will ONLY be shipped in bulk to the Department
DO NOT USE A DISTRIBUTION SHEET FOR PERSONALIZED HELMETS,
USE ONLY THE HELMET FORM. REGULAR FIREPUP HELMETS GO ON A
DISTRIBUTION FORM.**

Direct Mail Fee (if any)	
Preships	
Material Costs	
Sub Total	\$ -
Plaque	
Total	\$ -

Total Amount Collected \$

Representative Name

THIS FORM IS FOR PERSONALIZED HELMETS ONLY!

Firepup helmets are on distribution sheets

THERE IS NO NEED TO FILL OUT ANY OTHER FORM WHEN THIS FORM IS FILLED OUT CORRECTLY. HELMETS ARE ONLY SHIPPED IN BULK TO THE DEPT.

DATE: _____

REP NAME: _____

PROGRAM # : _____

PROGRAM/DEPT. NAME: _____

SEND PROOF TO: REP ? : _____ (OR) DEPARTMENT ? : _____

↑ ONE OF THESE MUST BE CHECKED ↑

SEND PROOF TO
(EMAIL/FAX/MAIL): _____

QUANTITY ORDERED: _____ @ \$2.09 = \$ _____ -

COLOR OF HELMET
(RED OR WHITE)

DEPARTMENT NAME TO BE PRINTED*

*More characters = smaller font

PROOF APPROVED BY: _____ APPROVED DATE: _____

SHIPPING INFORMATION*

SHIP TO: _____

ATTENTION: _____

STREET: _____

CITY/STATE/ZIP: _____

PHONE: _____

PROG#		ADDITIONAL INFORMATION / NOTES
PROGRAM NAME		
SHIP TO		
C/O		
ATTN		
ADDRESS		
C/S/Z		
PHONE		

PAGE 1 OF

PART #	NAME	PRICE	QUANTITY	GRADE	TOTAL
091F	PLAIN COVER LOWER THEME 22-23	\$1.75			\$0.00
092F	PRINTED COVER LOWER THEME 22-23	\$2.25			\$0.00
093F	INSERT LOWER THEME 22-23				—
094F	PLAIN COVER UPPER THEME 22-23	\$1.75			\$0.00
095F	PRINTED COVER UPPER THEME 22-23	\$2.25			\$0.00
096F	INSERT UPPER THEME 22-23				—
101F	PLAIN COVER 1ST GRADE	\$1.75			\$0.00
102F	PRINTED COVER 1ST GRADE	\$2.25			\$0.00
105F	INSERT 1ST GRADE				—
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75			\$0.00
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25			\$0.00
120F	INSERT FIREFIGHTER HEROES				—
601F	PLAIN KINDERGARTEN COVER	\$1.75			\$0.00
602F	PRINTED KINDERGARTEN COVER	\$2.25			\$0.00
605F	INSERT KINDERGARTEN				—
097F	22-23 THEME COLORSHEET	\$0.40			\$0.00
098F	22-23 THEME POSTER	\$3.99			\$0.00
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55			\$0.00
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52			\$0.00
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82			\$0.00
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80			\$0.00
202F	MR. MATCHY MIDI BOOK	\$1.67			\$0.00
203F	FIREFIGHTER COLORSHEET	\$0.40			\$0.00
204F	ESCAPE PLAN PLACEMAT	\$0.49			\$0.00

205F	HOME FIRE ESCAPE	\$0.46			\$0.00
206F	FIRE HAT CUT-OUT	\$0.42			\$0.00
207F	FIRE SAFETY KIDZ QUIZ	\$0.46			\$0.00
208F	FIRE SAFETY BASICS	\$1.15			\$0.00
209F	FIRE SAFE SITTER CARD	\$0.42			\$0.00
210F	BEE FIRE SAFETY SMART	\$1.80			\$0.00
211F	EMERGENCY 911 COMIC BOOK	\$1.82			\$0.00
212F	CRAWL BELOW SMOKE	\$0.46			\$0.00
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28			\$0.00
216F	EMERGENCY VEHICLES	\$1.19			\$0.00
217F	FIREHOUSE FUN	\$0.77			\$0.00
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28			\$0.00
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40			\$0.00
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36			\$0.00
224F	HOUSE NUMBER (3-FOLD)	\$0.46			\$0.00
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46			\$0.00
243F	HALLOWEEN SAFETY FOLDER	\$0.46			\$0.00
244F	PUP*KIN PATTERN	\$0.42			\$0.00
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46			\$0.00
246F	SMOKE ALARM SHEETLET	\$0.38			\$0.00
247F	SMOKE ALARMS (3-FOLD)	\$0.46			\$0.00
249F	SMOKE ALARM COLORSHEET	\$0.40			\$0.00
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36			\$0.00
252F	SMOKE ALARM MIDI BOOK	\$1.67			\$0.00
253F	SMOKE ALARM PLACEMAT	\$0.49			\$0.00
254F	SLEEP SAFELY	\$0.42			\$0.00
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33			\$0.00
259F	SMOKE ALARM (TRADING CARD)	\$0.33			\$0.00
260F	TORNADO (4-FOLD)	\$0.55			\$0.00
261F	TORNADO SAFETY (3-FOLD)	\$0.46			\$0.00
262F	DISASTER (4-FOLD)	\$0.51			\$0.00
264F	HURRICANE 4-FOLD	\$0.55			\$0.00
265F	HURRICANE 3-FOLD	\$0.46			\$0.00
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40			\$0.00
267F	FIREWORKS 3-FOLD	\$0.46			\$0.00
279F	SUMMER SAFETY BOOKLET	\$1.67			\$0.00
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36			\$0.00
280F	HOT CARS SHEET	\$0.46			\$0.00
281F	WATER SAFETY (3-FOLD)	\$0.46			\$0.00
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55			\$0.00
341F	ESCAPE THE VAPE POSTER	\$0.46			\$0.00
342F	VAPING TALL SHEET	\$0.42			\$0.00
343F	MCL COLORSHEET	\$0.40			\$0.00

344F	BURNS/SCALDS (3-FOLD)	\$0.46			\$0.00
345F	BURNS MIDI BOOK	\$1.67			\$0.00
346F	BURNS COLORSHEET	\$0.40			\$0.00
347F	BURNS BOOKMARK	\$0.36			\$0.00
352F	POISONS LIST ENG./SPAN.	\$0.46			\$0.00
353F	POISON SAFETY SHEETLET	\$0.38			\$0.00
355F	BATTERY HAZARDS	\$0.46			\$0.00
356F	BATTERY BASICS BI-FOLD	\$0.46			\$0.00
357F	BATTERY BASICS COLORSHEET	\$0.40			\$0.00
367F	DIAL 911 (4-FOLD)	\$0.55			\$0.00
369F	DIAL 911 COLORSHEET	\$0.40			\$0.00
370F	DIAL 911 STICKER	\$0.33			\$0.00
371F	911 FLIP BOOK	\$1.75			\$0.00
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28			\$0.00
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31			\$0.00
379F	ACTIVE SHOOTER FOLDABLE	\$0.31			\$0.00
380F	ACTIVE SHOOTER POSTER	\$0.92			\$0.00
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92			\$0.00
401F	CARBON MONOXIDE (3-FOLD)	\$0.46			\$0.00
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46			\$0.00
406F	COMBUSTIBLES (3-FOLD)	\$0.46			\$0.00
407F	PANDEMIC PREPAREDNESS	\$0.46			\$0.00
408F	WORKIN' FROM HOME	\$0.46			\$0.00
409F	KIDS AT HOME-BALANCING LIFE & SCHOOL	\$0.46			\$0.00
410F	WASH YOUR HANDS	\$0.46			\$0.00
411F	HAPPY HANDWASHING SONG COLORSHEET	\$0.40			\$0.00
412F	HEALTH RULES BOOKMARK	\$0.36			\$0.00
413F	WASH YOUR HANDS - GERM ALERT/NO MASK	\$0.46			\$0.00
475F	PREVENTING FALLS (3-FOLD)	\$0.46			\$0.00
480F	SENIOR SAFE	\$3.35			\$0.00
499F	FIRE RESCUE CROSS STICKER	\$0.42			\$0.00
500F	FIREPUP PIN	\$4.40			\$0.00
502F	FIREPUP PROGRAM BAG	\$0.81			\$0.00
503F	JR. FIREFIGHTER BADGE	\$0.33			\$0.00
504F	FIREPUP & GEAR STICKER	\$0.39			\$0.00
505F	FIRE SAFETY STICKER STRIP	\$0.39			\$0.00
506F	FIREPUP STICKER	\$0.33			\$0.00
511F	CHILD AWARD	\$0.46			\$0.00
516F	SUPERHERO GAMES PLACEMAT	\$0.49			\$0.00
517F	HALLOWEEN BAG	\$0.68			\$0.00
518F	GROWTH CHART	\$1.10			\$0.00
519F	EMERGENCY PHONE NO. CARD	\$0.42			\$0.00
524F	NFCS CRAYONS	\$0.84			\$0.00

526F	RED FIRE HELMET (REGULAR NOT PERSONALIZED)	\$1.65			\$0.00
527F	SMALL BAG 12x15	\$0.23			\$0.00
528F	LARGE BAG 15x17	\$0.46			\$0.00
529F	FIREPUP VALENTINES - 10 PER PAGE	\$0.46			\$0.00
531F	11X17 COLOR ME SAFE ENGLISH/SPANISH	\$0.53			\$0.00
532F	FIREPUP MATCH-UP	\$0.77			\$0.00
533F	ABC FIRE SAFETY TRAIN	\$0.77			\$0.00
611F	SMOKE ALARM SPANISH (3-FOLD)	\$0.46			\$0.00
612F	FIREPUP COLORSHEET (ENG/SPAN)	\$0.40			\$0.00
613F	HM. FIRE SAFETY (BOOKMARK ENG/SPAN)	\$0.36			\$0.00
614F	READY 2 RESPOND (SHEET ENG/SPAN)	\$0.46			\$0.00
615F	KITCHEN SAFETY	\$0.46			\$0.00
695F	3 X 8 SAFETY SMART BANNER	\$123.50			\$0.00
696F	SMALL FACE MASK	\$1.97			\$0.00
697F	LARGE FACE MASK	\$1.97			\$0.00
698F	RED PENCIL	\$0.50			\$0.00
699F	CRAWL BELOW SMOKE WRISTBAND	\$0.93			\$0.00
700F	REDUCE THE RISK WRISTBAND	\$0.93			\$0.00
701F	FIRE MAGNET/BACK THE BRAVE	\$0.24			\$0.00
702F	GLOW IN THE DARK WRISTBAND	\$0.93			\$0.00
TOTAL:					\$0.00

PROG#	
PROGRAM NAME	
SHIP TO	
C/O	
ATTN	
ADDRESS	
C/S/Z	
PHONE	

PAGE 1

PART #	NAME	PRICE
091F	PLAIN COVER LOWER THEME 22-23	\$1.75
092F	PRINTED COVER LOWER THEME 22-23	\$2.25
093F	INSERT LOWER THEME 22-23	
094F	PLAIN COVER UPPER THEME 22-23	\$1.75
095F	PRINTED COVER UPPER THEME 22-23	\$2.25
096F	INSERT UPPER THEME 22-23	
101F	PLAIN COVER 1ST GRADE	\$1.75
102F	PRINTED COVER 1ST GRADE	\$2.25
105F	INSERT 1ST GRADE	
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25
120F	INSERT FIREFIGHTER HEROES	
601F	PLAIN KINDERGARTEN COVER	\$1.75
602F	PRINTED KINDERGARTEN COVER	\$2.25
605F	INSERT KINDERGARTEN	

097F	22-23 THEME COLORSHEET	\$0.40
098F	22-23 THEME POSTER	\$3.99
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80
202F	MR. MATCHY MIDI BOOK	\$1.67
203F	FIREFIGHTER COLORSHEET	\$0.40
204F	ESCAPE PLAN PLACEMAT	\$0.49
205F	HOME FIRE ESCAPE	\$0.46
206F	FIRE HAT CUT-OUT	\$0.42
207F	FIRE SAFETY KIDZ QUIZ	\$0.46
208F	FIRE SAFETY BASICS	\$1.15
209F	FIRE SAFE SITTER CARD	\$0.42
210F	BEE FIRE SAFETY SMART	\$1.80
211F	EMERGENCY 911 COMIC BOOK	\$1.82
212F	CRAWL BELOW SMOKE	\$0.46
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28
216F	EMERGENCY VEHICLES	\$1.19
217F	FIREHOUSE FUN	\$0.77
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36
224F	HOUSE NUMBER (3-FOLD)	\$0.46
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46
243F	HALLOWEEN SAFETY FOLDER	\$0.46
244F	PUP'KIN PATTERN	\$0.42
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46
246F	SMOKE ALARM SHEETLET	\$0.38
247F	SMOKE ALARMS (3-FOLD)	\$0.46
249F	SMOKE ALARM COLORSHEET	\$0.40
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36
252F	SMOKE ALARM MIDI BOOK	\$1.67

253F	SMOKE ALARM PLACEMAT	\$0.49
254F	SLEEP SAFELY	\$0.42
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33
259F	SMOKE ALARM (TRADING CARD)	\$0.33
260F	TORNADO (4-FOLD)	\$0.55
261F	TORNADO SAFETY (3-FOLD)	\$0.46
262F	DISASTER (4-FOLD)	\$0.51
264F	HURRICANE 4-FOLD	\$0.55
265F	HURRICANE 3-FOLD	\$0.46
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40
267F	FIREWORKS 3-FOLD	\$0.46
279F	SUMMER SAFETY BOOKLET	\$1.67
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36
280F	HOT CARS SHEET	\$0.46
281F	WATER SAFETY (3-FOLD)	\$0.46
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55
341F	ESCAPE THE VAPE POSTER	\$0.46
342F	VAPING TALL SHEET	\$0.42
343F	MCL COLORSHEET	\$0.40
344F	BURNS/SCALDS (3-FOLD)	\$0.46
345F	BURNS MIDI BOOK	\$1.67
346F	BURNS COLORSHEET	\$0.40
347F	BURNS BOOKMARK	\$0.36
352F	POISONS LIST ENG./SPAN.	\$0.46
353F	POISON SAFETY SHEETLET	\$0.38
355F	BATTERY HAZARDS	\$0.46
356F	BATTERY BASICS BI-FOLD	\$0.46
357F	BATTERY BASICS COLORSHEET	\$0.40
367F	DIAL 911 (4-FOLD)	\$0.55
369F	DIAL 911 COLORSHEET	\$0.40
370F	DIAL 911 STICKER	\$0.33
371F	911 FLIP BOOK	\$1.75
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31

379F	ACTIVE SHOOTER FOLDABLE	\$0.31
380F	ACTIVE SHOOTER POSTER	\$0.92
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92
401F	CARBON MONOXIDE (3-FOLD)	\$0.46
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46
406F	COMBUSTIBLES (3-FOLD)	\$0.46
407F	PANDEMIC PREPAREDNESS	\$0.46
408F	WORKIN' FROM HOME	\$0.46
409F	KIDS AT HOME-BALANCING LIFE & SCHOOL	\$0.46
410F	WASH YOUR HANDS	\$0.46
411F	HAPPY HANDWASHING SONG COLORSHEET	\$0.40
412F	HEALTH RULES BOOKMARK	\$0.36
413F	WASH YOUR HANDS - GERM ALERT/NO MASK	\$0.46
475F	PREVENTING FALLS (3-FOLD)	\$0.46
480F	SENIOR SAFE	\$3.35
499F	FIRE RESCUE CROSS STICKER	\$0.42
500F	FIREPUP PIN	\$4.40
502F	FIREPUP PROGRAM BAG	\$0.81
503F	JR. FIREFIGHTER BADGE	\$0.33
504F	FIREPUP & GEAR STICKER	\$0.39
505F	FIRE SAFETY STICKER STRIP	\$0.39
506F	FIREPUP STICKER	\$0.33
511F	CHILD AWARD	\$0.46
516F	SUPERHERO GAMES PLACEMAT	\$0.49
517F	HALLOWEEN BAG	\$0.68
518F	GROWTH CHART	\$1.10
519F	EMERGENCY PHONE NO. CARD	\$0.42
524F	NFCS CRAYONS	\$0.84
526F	RED FIRE HELMET (REGULAR NOT PERSONALIZED)	\$1.65
527F	SMALL BAG 12x15	\$0.23
528F	LARGE BAG 15x17	\$0.46
529F	FIREPUP VALENTINES - 10 PER PAGE	\$0.46
531F	11X17 COLOR ME SAFE ENGLISH/SPANISH	\$0.53
532F	FIREPUP MATCH-UP	\$0.77

533F	ABC FIRE SAFETY TRAIN	\$0.77
611F	SMOKE ALARM SPANISH (3-FOLD)	\$0.46
612F	FIREPUP COLORSHEET (ENG/SPAN)	\$0.40
613F	HM. FIRE SAFETY (BOOKMARK ENG/SPAN)	\$0.36
614F	READY 2 RESPOND (SHEET ENG/SPAN)	\$0.46
615F	KITCHEN SAFETY	\$0.46
695F	3 X 8 SAFETY SMART BANNER	\$123.50
696F	SMALL FACE MASK	\$1.97
697F	LARGE FACE MASK	\$1.97
698F	RED PENCIL	\$0.50
699F	CRAWL BELOW SMOKE WRISTBAND	\$0.93
700F	REDUCE THE RISK WRISTBAND	\$0.93
701F	FIRE MAGNET/BACK THE BRAVE	\$0.24
702F	GLOW IN THE DARK WRISTBAND	\$0.93

PROG#		ADDITIONAL INFORMATION / NOTES
PROGRAM NAME		
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ADDRESS		
C/S/Z		
PHONE		

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PART #	NAME	PRICE	QUANTITY	GRADE	TOTAL
091F	PLAIN COVER LOWER THEME 22-23	\$1.75			\$0.00
092F	PRINTED COVER LOWER THEME 22-23	\$2.25			\$0.00
093F	INSERT LOWER THEME 22-23				—
094F	PLAIN COVER UPPER THEME 22-23	\$1.75			\$0.00
095F	PRINTED COVER UPPER THEME 22-23	\$2.25			\$0.00
096F	INSERT UPPER THEME 22-23				—
101F	PLAIN COVER 1ST GRADE	\$1.75			\$0.00
102F	PRINTED COVER 1ST GRADE	\$2.25			\$0.00
105F	INSERT 1ST GRADE				—
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75			\$0.00
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25			\$0.00
120F	INSERT FIREFIGHTER HEROES				—
601F	PLAIN KINDERGARTEN COVER	\$1.75			\$0.00
602F	PRINTED KINDERGARTEN COVER	\$2.25			\$0.00
605F	INSERT KINDERGARTEN				—
097F	22-23 THEME COLORSHEET	\$0.40			\$0.00
098F	22-23 THEME POSTER	\$3.99			\$0.00
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55			\$0.00
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52			\$0.00
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82			\$0.00
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80			\$0.00
202F	MR. MATCHY MIDI BOOK	\$1.67			\$0.00
203F	FIREFIGHTER COLORSHEET	\$0.40			\$0.00
204F	ESCAPE PLAN PLACEMAT	\$0.49			\$0.00

205F	HOME FIRE ESCAPE	\$0.46			\$0.00
206F	FIRE HAT CUT-OUT	\$0.42			\$0.00
207F	FIRE SAFETY KIDZ QUIZ	\$0.46			\$0.00
208F	FIRE SAFETY BASICS	\$1.15			\$0.00
209F	FIRE SAFE SITTER CARD	\$0.42			\$0.00
210F	BEE FIRE SAFETY SMART	\$1.80			\$0.00
211F	EMERGENCY 911 COMIC BOOK	\$1.82			\$0.00
212F	CRAWL BELOW SMOKE	\$0.46			\$0.00
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28			\$0.00
216F	EMERGENCY VEHICLES	\$1.19			\$0.00
217F	FIREHOUSE FUN	\$0.77			\$0.00
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28			\$0.00
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40			\$0.00
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36			\$0.00
224F	HOUSE NUMBER (3-FOLD)	\$0.46			\$0.00
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46			\$0.00
243F	HALLOWEEN SAFETY FOLDER	\$0.46			\$0.00
244F	PUP*KIN PATTERN	\$0.42			\$0.00
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46			\$0.00
246F	SMOKE ALARM SHEETLET	\$0.38			\$0.00
247F	SMOKE ALARMS (3-FOLD)	\$0.46			\$0.00
249F	SMOKE ALARM COLORSHEET	\$0.40			\$0.00
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36			\$0.00
252F	SMOKE ALARM MIDI BOOK	\$1.67			\$0.00
253F	SMOKE ALARM PLACEMAT	\$0.49			\$0.00
254F	SLEEP SAFELY	\$0.42			\$0.00
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33			\$0.00
259F	SMOKE ALARM (TRADING CARD)	\$0.33			\$0.00
260F	TORNADO (4-FOLD)	\$0.55			\$0.00
261F	TORNADO SAFETY (3-FOLD)	\$0.46			\$0.00
262F	DISASTER (4-FOLD)	\$0.51			\$0.00
264F	HURRICANE 4-FOLD	\$0.55			\$0.00
265F	HURRICANE 3-FOLD	\$0.46			\$0.00
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40			\$0.00
267F	FIREWORKS 3-FOLD	\$0.46			\$0.00
279F	SUMMER SAFETY BOOKLET	\$1.67			\$0.00
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36			\$0.00
280F	HOT CARS SHEET	\$0.46			\$0.00
281F	WATER SAFETY (3-FOLD)	\$0.46			\$0.00
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55			\$0.00
341F	ESCAPE THE VAPE POSTER	\$0.46			\$0.00
342F	VAPING TALL SHEET	\$0.42			\$0.00
343F	MCL COLORSHEET	\$0.40			\$0.00

344F	BURNS/SCALDS (3-FOLD)	\$0.46			\$0.00
345F	BURNS MIDI BOOK	\$1.67			\$0.00
346F	BURNS COLORSHEET	\$0.40			\$0.00
347F	BURNS BOOKMARK	\$0.36			\$0.00
352F	POISONS LIST ENG./SPAN.	\$0.46			\$0.00
353F	POISON SAFETY SHEETLET	\$0.38			\$0.00
355F	BATTERY HAZARDS	\$0.46			\$0.00
356F	BATTERY BASICS BI-FOLD	\$0.46			\$0.00
357F	BATTERY BASICS COLORSHEET	\$0.40			\$0.00
367F	DIAL 911 (4-FOLD)	\$0.55			\$0.00
369F	DIAL 911 COLORSHEET	\$0.40			\$0.00
370F	DIAL 911 STICKER	\$0.33			\$0.00
371F	911 FLIP BOOK	\$1.75			\$0.00
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28			\$0.00
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31			\$0.00
379F	ACTIVE SHOOTER FOLDABLE	\$0.31			\$0.00
380F	ACTIVE SHOOTER POSTER	\$0.92			\$0.00
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92			\$0.00
401F	CARBON MONOXIDE (3-FOLD)	\$0.46			\$0.00
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46			\$0.00
406F	COMBUSTIBLES (3-FOLD)	\$0.46			\$0.00
407F	PANDEMIC PREPAREDNESS	\$0.46			\$0.00
408F	WORKIN' FROM HOME	\$0.46			\$0.00
409F	KIDS AT HOME-BALANCING LIFE & SCHOOL	\$0.46			\$0.00
410F	WASH YOUR HANDS	\$0.46			\$0.00
411F	HAPPY HANDWASHING SONG COLORSHEET	\$0.40			\$0.00
412F	HEALTH RULES BOOKMARK	\$0.36			\$0.00
413F	WASH YOUR HANDS - GERM ALERT/NO MASK	\$0.46			\$0.00
475F	PREVENTING FALLS (3-FOLD)	\$0.46			\$0.00
480F	SENIOR SAFE	\$3.35			\$0.00
499F	FIRE RESCUE CROSS STICKER	\$0.42			\$0.00
500F	FIREPUP PIN	\$4.40			\$0.00
502F	FIREPUP PROGRAM BAG	\$0.81			\$0.00
503F	JR. FIREFIGHTER BADGE	\$0.33			\$0.00
504F	FIREPUP & GEAR STICKER	\$0.39			\$0.00
505F	FIRE SAFETY STICKER STRIP	\$0.39			\$0.00
506F	FIREPUP STICKER	\$0.33			\$0.00
511F	CHILD AWARD	\$0.46			\$0.00
516F	SUPERHERO GAMES PLACEMAT	\$0.49			\$0.00
517F	HALLOWEEN BAG	\$0.68			\$0.00
518F	GROWTH CHART	\$1.10			\$0.00
519F	EMERGENCY PHONE NO. CARD	\$0.42			\$0.00
524F	NFCS CRAYONS	\$0.84			\$0.00

526F	RED FIRE HELMET (REGULAR NOT PERSONALIZED)	\$1.65			\$0.00
527F	SMALL BAG 12x15	\$0.23			\$0.00
528F	LARGE BAG 15x17	\$0.46			\$0.00
529F	FIREPUP VALENTINES - 10 PER PAGE	\$0.46			\$0.00
531F	11X17 COLOR ME SAFE ENGLISH/SPANISH	\$0.53			\$0.00
532F	FIREPUP MATCH-UP	\$0.77			\$0.00
533F	ABC FIRE SAFETY TRAIN	\$0.77			\$0.00
611F	SMOKE ALARM SPANISH (3-FOLD)	\$0.46			\$0.00
612F	FIREPUP COLORSHEET (ENG/SPAN)	\$0.40			\$0.00
613F	HM. FIRE SAFETY (BOOKMARK ENG/SPAN)	\$0.36			\$0.00
614F	READY 2 RESPOND (SHEET ENG/SPAN)	\$0.46			\$0.00
615F	KITCHEN SAFETY	\$0.46			\$0.00
695F	3 X 8 SAFETY SMART BANNER	\$123.50			\$0.00
696F	SMALL FACE MASK	\$1.97			\$0.00
697F	LARGE FACE MASK	\$1.97			\$0.00
698F	RED PENCIL	\$0.50			\$0.00

PROG#		ADDITIONAL INFORMATION / NOTES
PROGRAM NAME		
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OF

PART #	NAME	PRICE	QUANTITY	GRADE	TOTAL
091F	PLAIN COVER LOWER THEME 22-23	\$1.75			\$0.00
092F	PRINTED COVER LOWER THEME 22-23	\$2.25			\$0.00
093F	INSERT LOWER THEME 22-23				—
094F	PLAIN COVER UPPER THEME 22-23	\$1.75			\$0.00
095F	PRINTED COVER UPPER THEME 22-23	\$2.25			\$0.00
096F	INSERT UPPER THEME 22-23				—
101F	PLAIN COVER 1ST GRADE	\$1.75			\$0.00
102F	PRINTED COVER 1ST GRADE	\$2.25			\$0.00
105F	INSERT 1ST GRADE				—
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75			\$0.00
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25			\$0.00
120F	INSERT FIREFIGHTER HEROES				—
601F	PLAIN KINDERGARTEN COVER	\$1.75			\$0.00
602F	PRINTED KINDERGARTEN COVER	\$2.25			\$0.00
605F	INSERT KINDERGARTEN				—
097F	22-23 THEME COLORSHEET	\$0.40			\$0.00
098F	22-23 THEME POSTER	\$3.99			\$0.00
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55			\$0.00
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52			\$0.00
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82			\$0.00
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80			\$0.00
202F	MR. MATCHY MIDI BOOK	\$1.67			\$0.00
203F	FIREFIGHTER COLORSHEET	\$0.40			\$0.00
204F	ESCAPE PLAN PLACEMAT	\$0.49			\$0.00

205F	HOME FIRE ESCAPE	\$0.46			\$0.00
206F	FIRE HAT CUT-OUT	\$0.42			\$0.00
207F	FIRE SAFETY KIDZ QUIZ	\$0.46			\$0.00
208F	FIRE SAFETY BASICS	\$1.15			\$0.00
209F	FIRE SAFE SITTER CARD	\$0.42			\$0.00
210F	BEE FIRE SAFETY SMART	\$1.80			\$0.00
211F	EMERGENCY 911 COMIC BOOK	\$1.82			\$0.00
212F	CRAWL BELOW SMOKE	\$0.46			\$0.00
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28			\$0.00
216F	EMERGENCY VEHICLES	\$1.19			\$0.00
217F	FIREHOUSE FUN	\$0.77			\$0.00
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28			\$0.00
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40			\$0.00
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36			\$0.00
224F	HOUSE NUMBER (3-FOLD)	\$0.46			\$0.00
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46			\$0.00
243F	HALLOWEEN SAFETY FOLDER	\$0.46			\$0.00
244F	PUP*KIN PATTERN	\$0.42			\$0.00
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46			\$0.00
246F	SMOKE ALARM SHEETLET	\$0.38			\$0.00
247F	SMOKE ALARMS (3-FOLD)	\$0.46			\$0.00
249F	SMOKE ALARM COLORSHEET	\$0.40			\$0.00
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36			\$0.00
252F	SMOKE ALARM MIDI BOOK	\$1.67			\$0.00
253F	SMOKE ALARM PLACEMAT	\$0.49			\$0.00
254F	SLEEP SAFELY	\$0.42			\$0.00
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33			\$0.00
259F	SMOKE ALARM (TRADING CARD)	\$0.33			\$0.00
260F	TORNADO (4-FOLD)	\$0.55			\$0.00
261F	TORNADO SAFETY (3-FOLD)	\$0.46			\$0.00
262F	DISASTER (4-FOLD)	\$0.51			\$0.00
264F	HURRICANE 4-FOLD	\$0.55			\$0.00
265F	HURRICANE 3-FOLD	\$0.46			\$0.00
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40			\$0.00
267F	FIREWORKS 3-FOLD	\$0.46			\$0.00
279F	SUMMER SAFETY BOOKLET	\$1.67			\$0.00
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36			\$0.00
280F	HOT CARS SHEET	\$0.46			\$0.00
281F	WATER SAFETY (3-FOLD)	\$0.46			\$0.00
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55			\$0.00
341F	ESCAPE THE VAPE POSTER	\$0.46			\$0.00
342F	VAPING TALL SHEET	\$0.42			\$0.00
343F	MCL COLORSHEET	\$0.40			\$0.00

344F	BURNS/SCALDS (3-FOLD)	\$0.46			\$0.00
345F	BURNS MIDI BOOK	\$1.67			\$0.00
346F	BURNS COLORSHEET	\$0.40			\$0.00
347F	BURNS BOOKMARK	\$0.36			\$0.00
352F	POISONS LIST ENG./SPAN.	\$0.46			\$0.00
353F	POISON SAFETY SHEETLET	\$0.38			\$0.00
355F	BATTERY HAZARDS	\$0.46			\$0.00
356F	BATTERY BASICS BI-FOLD	\$0.46			\$0.00
357F	BATTERY BASICS COLORSHEET	\$0.40			\$0.00
367F	DIAL 911 (4-FOLD)	\$0.55			\$0.00
369F	DIAL 911 COLORSHEET	\$0.40			\$0.00
370F	DIAL 911 STICKER	\$0.33			\$0.00
371F	911 FLIP BOOK	\$1.75			\$0.00
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28			\$0.00
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31			\$0.00
379F	ACTIVE SHOOTER FOLDABLE	\$0.31			\$0.00
380F	ACTIVE SHOOTER POSTER	\$0.92			\$0.00
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92			\$0.00
401F	CARBON MONOXIDE (3-FOLD)	\$0.46			\$0.00
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46			\$0.00
406F	COMBUSTIBLES (3-FOLD)	\$0.46			\$0.00
407F	PANDEMIC PREPAREDNESS	\$0.46			\$0.00
408F	WORKIN' FROM HOME	\$0.46			\$0.00
409F	KIDS AT HOME-BALANCING LIFE & SCHOOL	\$0.46			\$0.00
410F	WASH YOUR HANDS	\$0.46			\$0.00
411F	HAPPY HANDWASHING SONG COLORSHEET	\$0.40			\$0.00
412F	HEALTH RULES BOOKMARK	\$0.36			\$0.00
413F	WASH YOUR HANDS - GERM ALERT/NO MASK	\$0.46			\$0.00
475F	PREVENTING FALLS (3-FOLD)	\$0.46			\$0.00
480F	SENIOR SAFE	\$3.35			\$0.00
499F	FIRE RESCUE CROSS STICKER	\$0.42			\$0.00
500F	FIREPUP PIN	\$4.40			\$0.00
502F	FIREPUP PROGRAM BAG	\$0.81			\$0.00
503F	JR. FIREFIGHTER BADGE	\$0.33			\$0.00
504F	FIREPUP & GEAR STICKER	\$0.39			\$0.00
505F	FIRE SAFETY STICKER STRIP	\$0.39			\$0.00
506F	FIREPUP STICKER	\$0.33			\$0.00
511F	CHILD AWARD	\$0.46			\$0.00
516F	SUPERHERO GAMES PLACEMAT	\$0.49			\$0.00
517F	HALLOWEEN BAG	\$0.68			\$0.00
518F	GROWTH CHART	\$1.10			\$0.00
519F	EMERGENCY PHONE NO. CARD	\$0.42			\$0.00
524F	NFCS CRAYONS	\$0.84			\$0.00

526F	RED FIRE HELMET (REGULAR NOT PERSONALIZED)	\$1.65			\$0.00
527F	SMALL BAG 12x15	\$0.23			\$0.00
528F	LARGE BAG 15x17	\$0.46			\$0.00
529F	FIREPUP VALENTINES - 10 PER PAGE	\$0.46			\$0.00
531F	11X17 COLOR ME SAFE ENGLISH/SPANISH	\$0.53			\$0.00
532F	FIREPUP MATCH-UP	\$0.77			\$0.00
533F	ABC FIRE SAFETY TRAIN	\$0.77			\$0.00
611F	SMOKE ALARM SPANISH (3-FOLD)	\$0.46			\$0.00
612F	FIREPUP COLORSHEET (ENG/SPAN)	\$0.40			\$0.00
613F	HM. FIRE SAFETY (BOOKMARK ENG/SPAN)	\$0.36			\$0.00
614F	READY 2 RESPOND (SHEET ENG/SPAN)	\$0.46			\$0.00
615F	KITCHEN SAFETY	\$0.46			\$0.00
695F	3 X 8 SAFETY SMART BANNER	\$123.50			\$0.00
696F	SMALL FACE MASK	\$1.97			\$0.00
697F	LARGE FACE MASK	\$1.97			\$0.00
698F	RED PENCIL	\$0.50			\$0.00

PROG#		ADDITIONAL INFORMATION / NOTES
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PART #	NAME	PRICE	QUANTITY	GRADE	TOTAL
091F	PLAIN COVER LOWER THEME 22-23	\$1.75			\$0.00
092F	PRINTED COVER LOWER THEME 22-23	\$2.25			\$0.00
093F	INSERT LOWER THEME 22-23				—
094F	PLAIN COVER UPPER THEME 22-23	\$1.75			\$0.00
095F	PRINTED COVER UPPER THEME 22-23	\$2.25			\$0.00
096F	INSERT UPPER THEME 22-23				—
101F	PLAIN COVER 1ST GRADE	\$1.75			\$0.00
102F	PRINTED COVER 1ST GRADE	\$2.25			\$0.00
105F	INSERT 1ST GRADE				—
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75			\$0.00
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25			\$0.00
120F	INSERT FIREFIGHTER HEROES				—
601F	PLAIN KINDERGARTEN COVER	\$1.75			\$0.00
602F	PRINTED KINDERGARTEN COVER	\$2.25			\$0.00
605F	INSERT KINDERGARTEN				—
097F	22-23 THEME COLORSHEET	\$0.40			\$0.00
098F	22-23 THEME POSTER	\$3.99			\$0.00
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55			\$0.00
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52			\$0.00
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82			\$0.00
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80			\$0.00
202F	MR. MATCHY MIDI BOOK	\$1.67			\$0.00
203F	FIREFIGHTER COLORSHEET	\$0.40			\$0.00
204F	ESCAPE PLAN PLACEMAT	\$0.49			\$0.00

205F	HOME FIRE ESCAPE	\$0.46			\$0.00
206F	FIRE HAT CUT-OUT	\$0.42			\$0.00
207F	FIRE SAFETY KIDZ QUIZ	\$0.46			\$0.00
208F	FIRE SAFETY BASICS	\$1.15			\$0.00
209F	FIRE SAFE SITTER CARD	\$0.42			\$0.00
210F	BEE FIRE SAFETY SMART	\$1.80			\$0.00
211F	EMERGENCY 911 COMIC BOOK	\$1.82			\$0.00
212F	CRAWL BELOW SMOKE	\$0.46			\$0.00
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28			\$0.00
216F	EMERGENCY VEHICLES	\$1.19			\$0.00
217F	FIREHOUSE FUN	\$0.77			\$0.00
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28			\$0.00
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40			\$0.00
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36			\$0.00
224F	HOUSE NUMBER (3-FOLD)	\$0.46			\$0.00
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46			\$0.00
243F	HALLOWEEN SAFETY FOLDER	\$0.46			\$0.00
244F	PUP*KIN PATTERN	\$0.42			\$0.00
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46			\$0.00
246F	SMOKE ALARM SHEETLET	\$0.38			\$0.00
247F	SMOKE ALARMS (3-FOLD)	\$0.46			\$0.00
249F	SMOKE ALARM COLORSHEET	\$0.40			\$0.00
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36			\$0.00
252F	SMOKE ALARM MIDI BOOK	\$1.67			\$0.00
253F	SMOKE ALARM PLACEMAT	\$0.49			\$0.00
254F	SLEEP SAFELY	\$0.42			\$0.00
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33			\$0.00
259F	SMOKE ALARM (TRADING CARD)	\$0.33			\$0.00
260F	TORNADO (4-FOLD)	\$0.55			\$0.00
261F	TORNADO SAFETY (3-FOLD)	\$0.46			\$0.00
262F	DISASTER (4-FOLD)	\$0.51			\$0.00
264F	HURRICANE 4-FOLD	\$0.55			\$0.00
265F	HURRICANE 3-FOLD	\$0.46			\$0.00
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40			\$0.00
267F	FIREWORKS 3-FOLD	\$0.46			\$0.00
279F	SUMMER SAFETY BOOKLET	\$1.67			\$0.00
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36			\$0.00
280F	HOT CARS SHEET	\$0.46			\$0.00
281F	WATER SAFETY (3-FOLD)	\$0.46			\$0.00
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55			\$0.00
341F	ESCAPE THE VAPE POSTER	\$0.46			\$0.00
342F	VAPING TALL SHEET	\$0.42			\$0.00
343F	MCL COLORSHEET	\$0.40			\$0.00

344F	BURNS/SCALDS (3-FOLD)	\$0.46			\$0.00
345F	BURNS MIDI BOOK	\$1.67			\$0.00
346F	BURNS COLORSHEET	\$0.40			\$0.00
347F	BURNS BOOKMARK	\$0.36			\$0.00
352F	POISONS LIST ENG./SPAN.	\$0.46			\$0.00
353F	POISON SAFETY SHEETLET	\$0.38			\$0.00
355F	BATTERY HAZARDS	\$0.46			\$0.00
356F	BATTERY BASICS BI-FOLD	\$0.46			\$0.00
357F	BATTERY BASICS COLORSHEET	\$0.40			\$0.00
367F	DIAL 911 (4-FOLD)	\$0.55			\$0.00
369F	DIAL 911 COLORSHEET	\$0.40			\$0.00
370F	DIAL 911 STICKER	\$0.33			\$0.00
371F	911 FLIP BOOK	\$1.75			\$0.00
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28			\$0.00
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31			\$0.00
379F	ACTIVE SHOOTER FOLDABLE	\$0.31			\$0.00
380F	ACTIVE SHOOTER POSTER	\$0.92			\$0.00
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92			\$0.00
401F	CARBON MONOXIDE (3-FOLD)	\$0.46			\$0.00
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46			\$0.00
406F	COMBUSTIBLES (3-FOLD)	\$0.46			\$0.00
407F	PANDEMIC PREPAREDNESS	\$0.46			\$0.00
408F	WORKIN' FROM HOME	\$0.46			\$0.00
409F	KIDS AT HOME-BALANCING LIFE & SCHOOL	\$0.46			\$0.00
410F	WASH YOUR HANDS	\$0.46			\$0.00
411F	HAPPY HANDWASHING SONG COLORSHEET	\$0.40			\$0.00
412F	HEALTH RULES BOOKMARK	\$0.36			\$0.00
413F	WASH YOUR HANDS - GERM ALERT/NO MASK	\$0.46			\$0.00
475F	PREVENTING FALLS (3-FOLD)	\$0.46			\$0.00
480F	SENIOR SAFE	\$3.35			\$0.00
499F	FIRE RESCUE CROSS STICKER	\$0.42			\$0.00
500F	FIREPUP PIN	\$4.40			\$0.00
502F	FIREPUP PROGRAM BAG	\$0.81			\$0.00
503F	JR. FIREFIGHTER BADGE	\$0.33			\$0.00
504F	FIREPUP & GEAR STICKER	\$0.39			\$0.00
505F	FIRE SAFETY STICKER STRIP	\$0.39			\$0.00
506F	FIREPUP STICKER	\$0.33			\$0.00
511F	CHILD AWARD	\$0.46			\$0.00
516F	SUPERHERO GAMES PLACEMAT	\$0.49			\$0.00
517F	HALLOWEEN BAG	\$0.68			\$0.00
518F	GROWTH CHART	\$1.10			\$0.00
519F	EMERGENCY PHONE NO. CARD	\$0.42			\$0.00
524F	NFCS CRAYONS	\$0.84			\$0.00

526F	RED FIRE HELMET (REGULAR NOT PERSONALIZED)	\$1.65			\$0.00
527F	SMALL BAG 12x15	\$0.23			\$0.00
528F	LARGE BAG 15x17	\$0.46			\$0.00
529F	FIREPUP VALENTINES - 10 PER PAGE	\$0.46			\$0.00
531F	11X17 COLOR ME SAFE ENGLISH/SPANISH	\$0.53			\$0.00
532F	FIREPUP MATCH-UP	\$0.77			\$0.00
533F	ABC FIRE SAFETY TRAIN	\$0.77			\$0.00
611F	SMOKE ALARM SPANISH (3-FOLD)	\$0.46			\$0.00
612F	FIREPUP COLORSHEET (ENG/SPAN)	\$0.40			\$0.00
613F	HM. FIRE SAFETY (BOOKMARK ENG/SPAN)	\$0.36			\$0.00
614F	READY 2 RESPOND (SHEET ENG/SPAN)	\$0.46			\$0.00
615F	KITCHEN SAFETY	\$0.46			\$0.00
695F	3 X 8 SAFETY SMART BANNER	\$123.50			\$0.00
696F	SMALL FACE MASK	\$1.97			\$0.00
697F	LARGE FACE MASK	\$1.97			\$0.00
698F	RED PENCIL	\$0.50			\$0.00

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091F	PLAIN COVER LOWER THEME 22-23	\$1.75			\$0.00
092F	PRINTED COVER LOWER THEME 22-23	\$2.25			\$0.00
093F	INSERT LOWER THEME 22-23				—
094F	PLAIN COVER UPPER THEME 22-23	\$1.75			\$0.00
095F	PRINTED COVER UPPER THEME 22-23	\$2.25			\$0.00
096F	INSERT UPPER THEME 22-23				—
101F	PLAIN COVER 1ST GRADE	\$1.75			\$0.00
102F	PRINTED COVER 1ST GRADE	\$2.25			\$0.00
105F	INSERT 1ST GRADE				—
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75			\$0.00
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25			\$0.00
120F	INSERT FIREFIGHTER HEROES				—
601F	PLAIN KINDERGARTEN COVER	\$1.75			\$0.00
602F	PRINTED KINDERGARTEN COVER	\$2.25			\$0.00
605F	INSERT KINDERGARTEN				—
097F	22-23 THEME COLORSHEET	\$0.40			\$0.00
098F	22-23 THEME POSTER	\$3.99			\$0.00
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55			\$0.00
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52			\$0.00
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82			\$0.00
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80			\$0.00
202F	MR. MATCHY MIDI BOOK	\$1.67			\$0.00
203F	FIREFIGHTER COLORSHEET	\$0.40			\$0.00
204F	ESCAPE PLAN PLACEMAT	\$0.49			\$0.00

205F	HOME FIRE ESCAPE	\$0.46			\$0.00
206F	FIRE HAT CUT-OUT	\$0.42			\$0.00
207F	FIRE SAFETY KIDZ QUIZ	\$0.46			\$0.00
208F	FIRE SAFETY BASICS	\$1.15			\$0.00
209F	FIRE SAFE SITTER CARD	\$0.42			\$0.00
210F	BEE FIRE SAFETY SMART	\$1.80			\$0.00
211F	EMERGENCY 911 COMIC BOOK	\$1.82			\$0.00
212F	CRAWL BELOW SMOKE	\$0.46			\$0.00
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28			\$0.00
216F	EMERGENCY VEHICLES	\$1.19			\$0.00
217F	FIREHOUSE FUN	\$0.77			\$0.00
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28			\$0.00
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40			\$0.00
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36			\$0.00
224F	HOUSE NUMBER (3-FOLD)	\$0.46			\$0.00
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46			\$0.00
243F	HALLOWEEN SAFETY FOLDER	\$0.46			\$0.00
244F	PUP*KIN PATTERN	\$0.42			\$0.00
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46			\$0.00
246F	SMOKE ALARM SHEETLET	\$0.38			\$0.00
247F	SMOKE ALARMS (3-FOLD)	\$0.46			\$0.00
249F	SMOKE ALARM COLORSHEET	\$0.40			\$0.00
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36			\$0.00
252F	SMOKE ALARM MIDI BOOK	\$1.67			\$0.00
253F	SMOKE ALARM PLACEMAT	\$0.49			\$0.00
254F	SLEEP SAFELY	\$0.42			\$0.00
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33			\$0.00
259F	SMOKE ALARM (TRADING CARD)	\$0.33			\$0.00
260F	TORNADO (4-FOLD)	\$0.55			\$0.00
261F	TORNADO SAFETY (3-FOLD)	\$0.46			\$0.00
262F	DISASTER (4-FOLD)	\$0.51			\$0.00
264F	HURRICANE 4-FOLD	\$0.55			\$0.00
265F	HURRICANE 3-FOLD	\$0.46			\$0.00
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40			\$0.00
267F	FIREWORKS 3-FOLD	\$0.46			\$0.00
279F	SUMMER SAFETY BOOKLET	\$1.67			\$0.00
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36			\$0.00
280F	HOT CARS SHEET	\$0.46			\$0.00
281F	WATER SAFETY (3-FOLD)	\$0.46			\$0.00
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55			\$0.00
341F	ESCAPE THE VAPE POSTER	\$0.46			\$0.00
342F	VAPING TALL SHEET	\$0.42			\$0.00
343F	MCL COLORSHEET	\$0.40			\$0.00

344F	BURNS/SCALDS (3-FOLD)	\$0.46			\$0.00
345F	BURNS MIDI BOOK	\$1.67			\$0.00
346F	BURNS COLORSHEET	\$0.40			\$0.00
347F	BURNS BOOKMARK	\$0.36			\$0.00
352F	POISONS LIST ENG./SPAN.	\$0.46			\$0.00
353F	POISON SAFETY SHEETLET	\$0.38			\$0.00
355F	BATTERY HAZARDS	\$0.46			\$0.00
356F	BATTERY BASICS BI-FOLD	\$0.46			\$0.00
357F	BATTERY BASICS COLORSHEET	\$0.40			\$0.00
367F	DIAL 911 (4-FOLD)	\$0.55			\$0.00
369F	DIAL 911 COLORSHEET	\$0.40			\$0.00
370F	DIAL 911 STICKER	\$0.33			\$0.00
371F	911 FLIP BOOK	\$1.75			\$0.00
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28			\$0.00
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31			\$0.00
379F	ACTIVE SHOOTER FOLDABLE	\$0.31			\$0.00
380F	ACTIVE SHOOTER POSTER	\$0.92			\$0.00
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92			\$0.00
401F	CARBON MONOXIDE (3-FOLD)	\$0.46			\$0.00
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46			\$0.00
406F	COMBUSTIBLES (3-FOLD)	\$0.46			\$0.00
407F	PANDEMIC PREPAREDNESS	\$0.46			\$0.00
408F	WORKIN' FROM HOME	\$0.46			\$0.00
409F	KIDS AT HOME-BALANCING LIFE & SCHOOL	\$0.46			\$0.00
410F	WASH YOUR HANDS	\$0.46			\$0.00
411F	HAPPY HANDWASHING SONG COLORSHEET	\$0.40			\$0.00
412F	HEALTH RULES BOOKMARK	\$0.36			\$0.00
413F	WASH YOUR HANDS - GERM ALERT/NO MASK	\$0.46			\$0.00
475F	PREVENTING FALLS (3-FOLD)	\$0.46			\$0.00
480F	SENIOR SAFE	\$3.35			\$0.00
499F	FIRE RESCUE CROSS STICKER	\$0.42			\$0.00
500F	FIREPUP PIN	\$4.40			\$0.00
502F	FIREPUP PROGRAM BAG	\$0.81			\$0.00
503F	JR. FIREFIGHTER BADGE	\$0.33			\$0.00
504F	FIREPUP & GEAR STICKER	\$0.39			\$0.00
505F	FIRE SAFETY STICKER STRIP	\$0.39			\$0.00
506F	FIREPUP STICKER	\$0.33			\$0.00
511F	CHILD AWARD	\$0.46			\$0.00
516F	SUPERHERO GAMES PLACEMAT	\$0.49			\$0.00
517F	HALLOWEEN BAG	\$0.68			\$0.00
518F	GROWTH CHART	\$1.10			\$0.00
519F	EMERGENCY PHONE NO. CARD	\$0.42			\$0.00
524F	NFCS CRAYONS	\$0.84			\$0.00

526F	RED FIRE HELMET (REGULAR NOT PERSONALIZED)	\$1.65			\$0.00
527F	SMALL BAG 12x15	\$0.23			\$0.00
528F	LARGE BAG 15x17	\$0.46			\$0.00
529F	FIREPUP VALENTINES - 10 PER PAGE	\$0.46			\$0.00
531F	11X17 COLOR ME SAFE ENGLISH/SPANISH	\$0.53			\$0.00
532F	FIREPUP MATCH-UP	\$0.77			\$0.00
533F	ABC FIRE SAFETY TRAIN	\$0.77			\$0.00
611F	SMOKE ALARM SPANISH (3-FOLD)	\$0.46			\$0.00
612F	FIREPUP COLORSHEET (ENG/SPAN)	\$0.40			\$0.00
613F	HM. FIRE SAFETY (BOOKMARK ENG/SPAN)	\$0.36			\$0.00
614F	READY 2 RESPOND (SHEET ENG/SPAN)	\$0.46			\$0.00
615F	KITCHEN SAFETY	\$0.46			\$0.00
695F	3 X 8 SAFETY SMART BANNER	\$123.50			\$0.00
696F	SMALL FACE MASK	\$1.97			\$0.00
697F	LARGE FACE MASK	\$1.97			\$0.00
698F	RED PENCIL	\$0.50			\$0.00

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PART #	NAME	PRICE	QUANTITY	GRADE	TOTAL
091F	PLAIN COVER LOWER THEME 22-23	\$1.75			\$0.00
092F	PRINTED COVER LOWER THEME 22-23	\$2.25			\$0.00
093F	INSERT LOWER THEME 22-23				—
094F	PLAIN COVER UPPER THEME 22-23	\$1.75			\$0.00
095F	PRINTED COVER UPPER THEME 22-23	\$2.25			\$0.00
096F	INSERT UPPER THEME 22-23				—
101F	PLAIN COVER 1ST GRADE	\$1.75			\$0.00
102F	PRINTED COVER 1ST GRADE	\$2.25			\$0.00
105F	INSERT 1ST GRADE				—
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75			\$0.00
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25			\$0.00
120F	INSERT FIREFIGHTER HEROES				—
601F	PLAIN KINDERGARTEN COVER	\$1.75			\$0.00
602F	PRINTED KINDERGARTEN COVER	\$2.25			\$0.00
605F	INSERT KINDERGARTEN				—
097F	22-23 THEME COLORSHEET	\$0.40			\$0.00
098F	22-23 THEME POSTER	\$3.99			\$0.00
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55			\$0.00
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52			\$0.00
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82			\$0.00
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80			\$0.00
202F	MR. MATCHY MIDI BOOK	\$1.67			\$0.00
203F	FIREFIGHTER COLORSHEET	\$0.40			\$0.00
204F	ESCAPE PLAN PLACEMAT	\$0.49			\$0.00

205F	HOME FIRE ESCAPE	\$0.46			\$0.00
206F	FIRE HAT CUT-OUT	\$0.42			\$0.00
207F	FIRE SAFETY KIDZ QUIZ	\$0.46			\$0.00
208F	FIRE SAFETY BASICS	\$1.15			\$0.00
209F	FIRE SAFE SITTER CARD	\$0.42			\$0.00
210F	BEE FIRE SAFETY SMART	\$1.80			\$0.00
211F	EMERGENCY 911 COMIC BOOK	\$1.82			\$0.00
212F	CRAWL BELOW SMOKE	\$0.46			\$0.00
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28			\$0.00
216F	EMERGENCY VEHICLES	\$1.19			\$0.00
217F	FIREHOUSE FUN	\$0.77			\$0.00
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28			\$0.00
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40			\$0.00
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36			\$0.00
224F	HOUSE NUMBER (3-FOLD)	\$0.46			\$0.00
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46			\$0.00
243F	HALLOWEEN SAFETY FOLDER	\$0.46			\$0.00
244F	PUP*KIN PATTERN	\$0.42			\$0.00
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46			\$0.00
246F	SMOKE ALARM SHEETLET	\$0.38			\$0.00
247F	SMOKE ALARMS (3-FOLD)	\$0.46			\$0.00
249F	SMOKE ALARM COLORSHEET	\$0.40			\$0.00
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36			\$0.00
252F	SMOKE ALARM MIDI BOOK	\$1.67			\$0.00
253F	SMOKE ALARM PLACEMAT	\$0.49			\$0.00
254F	SLEEP SAFELY	\$0.42			\$0.00
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33			\$0.00
259F	SMOKE ALARM (TRADING CARD)	\$0.33			\$0.00
260F	TORNADO (4-FOLD)	\$0.55			\$0.00
261F	TORNADO SAFETY (3-FOLD)	\$0.46			\$0.00
262F	DISASTER (4-FOLD)	\$0.51			\$0.00
264F	HURRICANE 4-FOLD	\$0.55			\$0.00
265F	HURRICANE 3-FOLD	\$0.46			\$0.00
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40			\$0.00
267F	FIREWORKS 3-FOLD	\$0.46			\$0.00
279F	SUMMER SAFETY BOOKLET	\$1.67			\$0.00
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36			\$0.00
280F	HOT CARS SHEET	\$0.46			\$0.00
281F	WATER SAFETY (3-FOLD)	\$0.46			\$0.00
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55			\$0.00
341F	ESCAPE THE VAPE POSTER	\$0.46			\$0.00
342F	VAPING TALL SHEET	\$0.42			\$0.00
343F	MCL COLORSHEET	\$0.40			\$0.00

344F	BURNS/SCALDS (3-FOLD)	\$0.46			\$0.00
345F	BURNS MIDI BOOK	\$1.67			\$0.00
346F	BURNS COLORSHEET	\$0.40			\$0.00
347F	BURNS BOOKMARK	\$0.36			\$0.00
352F	POISONS LIST ENG./SPAN.	\$0.46			\$0.00
353F	POISON SAFETY SHEETLET	\$0.38			\$0.00
355F	BATTERY HAZARDS	\$0.46			\$0.00
356F	BATTERY BASICS BI-FOLD	\$0.46			\$0.00
357F	BATTERY BASICS COLORSHEET	\$0.40			\$0.00
367F	DIAL 911 (4-FOLD)	\$0.55			\$0.00
369F	DIAL 911 COLORSHEET	\$0.40			\$0.00
370F	DIAL 911 STICKER	\$0.33			\$0.00
371F	911 FLIP BOOK	\$1.75			\$0.00
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28			\$0.00
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31			\$0.00
379F	ACTIVE SHOOTER FOLDABLE	\$0.31			\$0.00
380F	ACTIVE SHOOTER POSTER	\$0.92			\$0.00
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92			\$0.00
401F	CARBON MONOXIDE (3-FOLD)	\$0.46			\$0.00
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46			\$0.00
406F	COMBUSTIBLES (3-FOLD)	\$0.46			\$0.00
407F	PANDEMIC PREPAREDNESS	\$0.46			\$0.00
408F	WORKIN' FROM HOME	\$0.46			\$0.00
409F	KIDS AT HOME-BALANCING LIFE & SCHOOL	\$0.46			\$0.00
410F	WASH YOUR HANDS	\$0.46			\$0.00
411F	HAPPY HANDWASHING SONG COLORSHEET	\$0.40			\$0.00
412F	HEALTH RULES BOOKMARK	\$0.36			\$0.00
413F	WASH YOUR HANDS - GERM ALERT/NO MASK	\$0.46			\$0.00
475F	PREVENTING FALLS (3-FOLD)	\$0.46			\$0.00
480F	SENIOR SAFE	\$3.35			\$0.00
499F	FIRE RESCUE CROSS STICKER	\$0.42			\$0.00
500F	FIREPUP PIN	\$4.40			\$0.00
502F	FIREPUP PROGRAM BAG	\$0.81			\$0.00
503F	JR. FIREFIGHTER BADGE	\$0.33			\$0.00
504F	FIREPUP & GEAR STICKER	\$0.39			\$0.00
505F	FIRE SAFETY STICKER STRIP	\$0.39			\$0.00
506F	FIREPUP STICKER	\$0.33			\$0.00
511F	CHILD AWARD	\$0.46			\$0.00
516F	SUPERHERO GAMES PLACEMAT	\$0.49			\$0.00
517F	HALLOWEEN BAG	\$0.68			\$0.00
518F	GROWTH CHART	\$1.10			\$0.00
519F	EMERGENCY PHONE NO. CARD	\$0.42			\$0.00
524F	NFCS CRAYONS	\$0.84			\$0.00

526F	RED FIRE HELMET (REGULAR NOT PERSONALIZED)	\$1.65			\$0.00
527F	SMALL BAG 12x15	\$0.23			\$0.00
528F	LARGE BAG 15x17	\$0.46			\$0.00
529F	FIREPUP VALENTINES - 10 PER PAGE	\$0.46			\$0.00
531F	11X17 COLOR ME SAFE ENGLISH/SPANISH	\$0.53			\$0.00
532F	FIREPUP MATCH-UP	\$0.77			\$0.00
533F	ABC FIRE SAFETY TRAIN	\$0.77			\$0.00
611F	SMOKE ALARM SPANISH (3-FOLD)	\$0.46			\$0.00
612F	FIREPUP COLORSHEET (ENG/SPAN)	\$0.40			\$0.00
613F	HM. FIRE SAFETY (BOOKMARK ENG/SPAN)	\$0.36			\$0.00
614F	READY 2 RESPOND (SHEET ENG/SPAN)	\$0.46			\$0.00
615F	KITCHEN SAFETY	\$0.46			\$0.00
695F	3 X 8 SAFETY SMART BANNER	\$123.50			\$0.00
696F	SMALL FACE MASK	\$1.97			\$0.00
697F	LARGE FACE MASK	\$1.97			\$0.00
698F	RED PENCIL	\$0.50			\$0.00

PROG#		ADDITIONAL INFORMATION / NOTES
PROGRAM NAME		
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PART #	NAME	PRICE	QUANTITY	GRADE	TOTAL
091F	PLAIN COVER LOWER THEME 22-23	\$1.75			\$0.00
092F	PRINTED COVER LOWER THEME 22-23	\$2.25			\$0.00
093F	INSERT LOWER THEME 22-23				—
094F	PLAIN COVER UPPER THEME 22-23	\$1.75			\$0.00
095F	PRINTED COVER UPPER THEME 22-23	\$2.25			\$0.00
096F	INSERT UPPER THEME 22-23				—
101F	PLAIN COVER 1ST GRADE	\$1.75			\$0.00
102F	PRINTED COVER 1ST GRADE	\$2.25			\$0.00
105F	INSERT 1ST GRADE				—
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75			\$0.00
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25			\$0.00
120F	INSERT FIREFIGHTER HEROES				—
601F	PLAIN KINDERGARTEN COVER	\$1.75			\$0.00
602F	PRINTED KINDERGARTEN COVER	\$2.25			\$0.00
605F	INSERT KINDERGARTEN				—
097F	22-23 THEME COLORSHEET	\$0.40			\$0.00
098F	22-23 THEME POSTER	\$3.99			\$0.00
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55			\$0.00
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52			\$0.00
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82			\$0.00
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80			\$0.00
202F	MR. MATCHY MIDI BOOK	\$1.67			\$0.00
203F	FIREFIGHTER COLORSHEET	\$0.40			\$0.00
204F	ESCAPE PLAN PLACEMAT	\$0.49			\$0.00

205F	HOME FIRE ESCAPE	\$0.46			\$0.00
206F	FIRE HAT CUT-OUT	\$0.42			\$0.00
207F	FIRE SAFETY KIDZ QUIZ	\$0.46			\$0.00
208F	FIRE SAFETY BASICS	\$1.15			\$0.00
209F	FIRE SAFE SITTER CARD	\$0.42			\$0.00
210F	BEE FIRE SAFETY SMART	\$1.80			\$0.00
211F	EMERGENCY 911 COMIC BOOK	\$1.82			\$0.00
212F	CRAWL BELOW SMOKE	\$0.46			\$0.00
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28			\$0.00
216F	EMERGENCY VEHICLES	\$1.19			\$0.00
217F	FIREHOUSE FUN	\$0.77			\$0.00
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28			\$0.00
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40			\$0.00
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36			\$0.00
224F	HOUSE NUMBER (3-FOLD)	\$0.46			\$0.00
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46			\$0.00
243F	HALLOWEEN SAFETY FOLDER	\$0.46			\$0.00
244F	PUP*KIN PATTERN	\$0.42			\$0.00
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46			\$0.00
246F	SMOKE ALARM SHEETLET	\$0.38			\$0.00
247F	SMOKE ALARMS (3-FOLD)	\$0.46			\$0.00
249F	SMOKE ALARM COLORSHEET	\$0.40			\$0.00
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36			\$0.00
252F	SMOKE ALARM MIDI BOOK	\$1.67			\$0.00
253F	SMOKE ALARM PLACEMAT	\$0.49			\$0.00
254F	SLEEP SAFELY	\$0.42			\$0.00
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33			\$0.00
259F	SMOKE ALARM (TRADING CARD)	\$0.33			\$0.00
260F	TORNADO (4-FOLD)	\$0.55			\$0.00
261F	TORNADO SAFETY (3-FOLD)	\$0.46			\$0.00
262F	DISASTER (4-FOLD)	\$0.51			\$0.00
264F	HURRICANE 4-FOLD	\$0.55			\$0.00
265F	HURRICANE 3-FOLD	\$0.46			\$0.00
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40			\$0.00
267F	FIREWORKS 3-FOLD	\$0.46			\$0.00
279F	SUMMER SAFETY BOOKLET	\$1.67			\$0.00
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36			\$0.00
280F	HOT CARS SHEET	\$0.46			\$0.00
281F	WATER SAFETY (3-FOLD)	\$0.46			\$0.00
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55			\$0.00
341F	ESCAPE THE VAPE POSTER	\$0.46			\$0.00
342F	VAPING TALL SHEET	\$0.42			\$0.00
343F	MCL COLORSHEET	\$0.40			\$0.00

344F	BURNS/SCALDS (3-FOLD)	\$0.46			\$0.00
345F	BURNS MIDI BOOK	\$1.67			\$0.00
346F	BURNS COLORSHEET	\$0.40			\$0.00
347F	BURNS BOOKMARK	\$0.36			\$0.00
352F	POISONS LIST ENG./SPAN.	\$0.46			\$0.00
353F	POISON SAFETY SHEETLET	\$0.38			\$0.00
355F	BATTERY HAZARDS	\$0.46			\$0.00
356F	BATTERY BASICS BI-FOLD	\$0.46			\$0.00
357F	BATTERY BASICS COLORSHEET	\$0.40			\$0.00
367F	DIAL 911 (4-FOLD)	\$0.55			\$0.00
369F	DIAL 911 COLORSHEET	\$0.40			\$0.00
370F	DIAL 911 STICKER	\$0.33			\$0.00
371F	911 FLIP BOOK	\$1.75			\$0.00
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28			\$0.00
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31			\$0.00
379F	ACTIVE SHOOTER FOLDABLE	\$0.31			\$0.00
380F	ACTIVE SHOOTER POSTER	\$0.92			\$0.00
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92			\$0.00
401F	CARBON MONOXIDE (3-FOLD)	\$0.46			\$0.00
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46			\$0.00
406F	COMBUSTIBLES (3-FOLD)	\$0.46			\$0.00
407F	PANDEMIC PREPAREDNESS	\$0.46			\$0.00
408F	WORKIN' FROM HOME	\$0.46			\$0.00
409F	KIDS AT HOME-BALANCING LIFE & SCHOOL	\$0.46			\$0.00
410F	WASH YOUR HANDS	\$0.46			\$0.00
411F	HAPPY HANDWASHING SONG COLORSHEET	\$0.40			\$0.00
412F	HEALTH RULES BOOKMARK	\$0.36			\$0.00
413F	WASH YOUR HANDS - GERM ALERT/NO MASK	\$0.46			\$0.00
475F	PREVENTING FALLS (3-FOLD)	\$0.46			\$0.00
480F	SENIOR SAFE	\$3.35			\$0.00
499F	FIRE RESCUE CROSS STICKER	\$0.42			\$0.00
500F	FIREPUP PIN	\$4.40			\$0.00
502F	FIREPUP PROGRAM BAG	\$0.81			\$0.00
503F	JR. FIREFIGHTER BADGE	\$0.33			\$0.00
504F	FIREPUP & GEAR STICKER	\$0.39			\$0.00
505F	FIRE SAFETY STICKER STRIP	\$0.39			\$0.00
506F	FIREPUP STICKER	\$0.33			\$0.00
511F	CHILD AWARD	\$0.46			\$0.00
516F	SUPERHERO GAMES PLACEMAT	\$0.49			\$0.00
517F	HALLOWEEN BAG	\$0.68			\$0.00
518F	GROWTH CHART	\$1.10			\$0.00
519F	EMERGENCY PHONE NO. CARD	\$0.42			\$0.00
524F	NFCS CRAYONS	\$0.84			\$0.00

526F	RED FIRE HELMET (REGULAR NOT PERSONALIZED)	\$1.65			\$0.00
527F	SMALL BAG 12x15	\$0.23			\$0.00
528F	LARGE BAG 15x17	\$0.46			\$0.00
529F	FIREPUP VALENTINES - 10 PER PAGE	\$0.46			\$0.00
531F	11X17 COLOR ME SAFE ENGLISH/SPANISH	\$0.53			\$0.00
532F	FIREPUP MATCH-UP	\$0.77			\$0.00
533F	ABC FIRE SAFETY TRAIN	\$0.77			\$0.00
611F	SMOKE ALARM SPANISH (3-FOLD)	\$0.46			\$0.00
612F	FIREPUP COLORSHEET (ENG/SPAN)	\$0.40			\$0.00
613F	HM. FIRE SAFETY (BOOKMARK ENG/SPAN)	\$0.36			\$0.00
614F	READY 2 RESPOND (SHEET ENG/SPAN)	\$0.46			\$0.00
615F	KITCHEN SAFETY	\$0.46			\$0.00
695F	3 X 8 SAFETY SMART BANNER	\$123.50			\$0.00
696F	SMALL FACE MASK	\$1.97			\$0.00
697F	LARGE FACE MASK	\$1.97			\$0.00
698F	RED PENCIL	\$0.50			\$0.00

PROG#		ADDITIONAL INFORMATION / NOTES
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PART #	NAME	PRICE	QUANTITY	GRADE	TOTAL
091F	PLAIN COVER LOWER THEME 22-23	\$1.75			\$0.00
092F	PRINTED COVER LOWER THEME 22-23	\$2.25			\$0.00
093F	INSERT LOWER THEME 22-23				—
094F	PLAIN COVER UPPER THEME 22-23	\$1.75			\$0.00
095F	PRINTED COVER UPPER THEME 22-23	\$2.25			\$0.00
096F	INSERT UPPER THEME 22-23				—
101F	PLAIN COVER 1ST GRADE	\$1.75			\$0.00
102F	PRINTED COVER 1ST GRADE	\$2.25			\$0.00
105F	INSERT 1ST GRADE				—
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75			\$0.00
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25			\$0.00
120F	INSERT FIREFIGHTER HEROES				—
601F	PLAIN KINDERGARTEN COVER	\$1.75			\$0.00
602F	PRINTED KINDERGARTEN COVER	\$2.25			\$0.00
605F	INSERT KINDERGARTEN				—
097F	22-23 THEME COLORSHEET	\$0.40			\$0.00
098F	22-23 THEME POSTER	\$3.99			\$0.00
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55			\$0.00
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52			\$0.00
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82			\$0.00
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80			\$0.00
202F	MR. MATCHY MIDI BOOK	\$1.67			\$0.00
203F	FIREFIGHTER COLORSHEET	\$0.40			\$0.00
204F	ESCAPE PLAN PLACEMAT	\$0.49			\$0.00

205F	HOME FIRE ESCAPE	\$0.46			\$0.00
206F	FIRE HAT CUT-OUT	\$0.42			\$0.00
207F	FIRE SAFETY KIDZ QUIZ	\$0.46			\$0.00
208F	FIRE SAFETY BASICS	\$1.15			\$0.00
209F	FIRE SAFE SITTER CARD	\$0.42			\$0.00
210F	BEE FIRE SAFETY SMART	\$1.80			\$0.00
211F	EMERGENCY 911 COMIC BOOK	\$1.82			\$0.00
212F	CRAWL BELOW SMOKE	\$0.46			\$0.00
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28			\$0.00
216F	EMERGENCY VEHICLES	\$1.19			\$0.00
217F	FIREHOUSE FUN	\$0.77			\$0.00
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28			\$0.00
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40			\$0.00
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36			\$0.00
224F	HOUSE NUMBER (3-FOLD)	\$0.46			\$0.00
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46			\$0.00
243F	HALLOWEEN SAFETY FOLDER	\$0.46			\$0.00
244F	PUP*KIN PATTERN	\$0.42			\$0.00
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46			\$0.00
246F	SMOKE ALARM SHEETLET	\$0.38			\$0.00
247F	SMOKE ALARMS (3-FOLD)	\$0.46			\$0.00
249F	SMOKE ALARM COLORSHEET	\$0.40			\$0.00
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36			\$0.00
252F	SMOKE ALARM MIDI BOOK	\$1.67			\$0.00
253F	SMOKE ALARM PLACEMAT	\$0.49			\$0.00
254F	SLEEP SAFELY	\$0.42			\$0.00
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33			\$0.00
259F	SMOKE ALARM (TRADING CARD)	\$0.33			\$0.00
260F	TORNADO (4-FOLD)	\$0.55			\$0.00
261F	TORNADO SAFETY (3-FOLD)	\$0.46			\$0.00
262F	DISASTER (4-FOLD)	\$0.51			\$0.00
264F	HURRICANE 4-FOLD	\$0.55			\$0.00
265F	HURRICANE 3-FOLD	\$0.46			\$0.00
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40			\$0.00
267F	FIREWORKS 3-FOLD	\$0.46			\$0.00
279F	SUMMER SAFETY BOOKLET	\$1.67			\$0.00
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36			\$0.00
280F	HOT CARS SHEET	\$0.46			\$0.00
281F	WATER SAFETY (3-FOLD)	\$0.46			\$0.00
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55			\$0.00
341F	ESCAPE THE VAPE POSTER	\$0.46			\$0.00
342F	VAPING TALL SHEET	\$0.42			\$0.00
343F	MCL COLORSHEET	\$0.40			\$0.00

344F	BURNS/SCALDS (3-FOLD)	\$0.46			\$0.00
345F	BURNS MIDI BOOK	\$1.67			\$0.00
346F	BURNS COLORSHEET	\$0.40			\$0.00
347F	BURNS BOOKMARK	\$0.36			\$0.00
352F	POISONS LIST ENG./SPAN.	\$0.46			\$0.00
353F	POISON SAFETY SHEETLET	\$0.38			\$0.00
355F	BATTERY HAZARDS	\$0.46			\$0.00
356F	BATTERY BASICS BI-FOLD	\$0.46			\$0.00
357F	BATTERY BASICS COLORSHEET	\$0.40			\$0.00
367F	DIAL 911 (4-FOLD)	\$0.55			\$0.00
369F	DIAL 911 COLORSHEET	\$0.40			\$0.00
370F	DIAL 911 STICKER	\$0.33			\$0.00
371F	911 FLIP BOOK	\$1.75			\$0.00
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28			\$0.00
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31			\$0.00
379F	ACTIVE SHOOTER FOLDABLE	\$0.31			\$0.00
380F	ACTIVE SHOOTER POSTER	\$0.92			\$0.00
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92			\$0.00
401F	CARBON MONOXIDE (3-FOLD)	\$0.46			\$0.00
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46			\$0.00
406F	COMBUSTIBLES (3-FOLD)	\$0.46			\$0.00
407F	PANDEMIC PREPAREDNESS	\$0.46			\$0.00
408F	WORKIN' FROM HOME	\$0.46			\$0.00
409F	KIDS AT HOME-BALANCING LIFE & SCHOOL	\$0.46			\$0.00
410F	WASH YOUR HANDS	\$0.46			\$0.00
411F	HAPPY HANDWASHING SONG COLORSHEET	\$0.40			\$0.00
412F	HEALTH RULES BOOKMARK	\$0.36			\$0.00
413F	WASH YOUR HANDS - GERM ALERT/NO MASK	\$0.46			\$0.00
475F	PREVENTING FALLS (3-FOLD)	\$0.46			\$0.00
480F	SENIOR SAFE	\$3.35			\$0.00
499F	FIRE RESCUE CROSS STICKER	\$0.42			\$0.00
500F	FIREPUP PIN	\$4.40			\$0.00
502F	FIREPUP PROGRAM BAG	\$0.81			\$0.00
503F	JR. FIREFIGHTER BADGE	\$0.33			\$0.00
504F	FIREPUP & GEAR STICKER	\$0.39			\$0.00
505F	FIRE SAFETY STICKER STRIP	\$0.39			\$0.00
506F	FIREPUP STICKER	\$0.33			\$0.00
511F	CHILD AWARD	\$0.46			\$0.00
516F	SUPERHERO GAMES PLACEMAT	\$0.49			\$0.00
517F	HALLOWEEN BAG	\$0.68			\$0.00
518F	GROWTH CHART	\$1.10			\$0.00
519F	EMERGENCY PHONE NO. CARD	\$0.42			\$0.00
524F	NFCS CRAYONS	\$0.84			\$0.00

526F	RED FIRE HELMET (REGULAR NOT PERSONALIZED)	\$1.65			\$0.00
527F	SMALL BAG 12x15	\$0.23			\$0.00
528F	LARGE BAG 15x17	\$0.46			\$0.00
529F	FIREPUP VALENTINES - 10 PER PAGE	\$0.46			\$0.00
531F	11X17 COLOR ME SAFE ENGLISH/SPANISH	\$0.53			\$0.00
532F	FIREPUP MATCH-UP	\$0.77			\$0.00
533F	ABC FIRE SAFETY TRAIN	\$0.77			\$0.00
611F	SMOKE ALARM SPANISH (3-FOLD)	\$0.46			\$0.00
612F	FIREPUP COLORSHEET (ENG/SPAN)	\$0.40			\$0.00
613F	HM. FIRE SAFETY (BOOKMARK ENG/SPAN)	\$0.36			\$0.00
614F	READY 2 RESPOND (SHEET ENG/SPAN)	\$0.46			\$0.00
615F	KITCHEN SAFETY	\$0.46			\$0.00
695F	3 X 8 SAFETY SMART BANNER	\$123.50			\$0.00
696F	SMALL FACE MASK	\$1.97			\$0.00
697F	LARGE FACE MASK	\$1.97			\$0.00
698F	RED PENCIL	\$0.50			\$0.00

PROG#		ADDITIONAL INFORMATION / NOTES
PROGRAM NAME		
SHIP TO		
C/O		
ATTN		
ADDRESS		
C/S/Z		
PHONE		

PAGE

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OF

PART #	NAME	PRICE	QUANTITY	GRADE	TOTAL
091F	PLAIN COVER LOWER THEME 22-23	\$1.75			\$0.00
092F	PRINTED COVER LOWER THEME 22-23	\$2.25			\$0.00
093F	INSERT LOWER THEME 22-23				—
094F	PLAIN COVER UPPER THEME 22-23	\$1.75			\$0.00
095F	PRINTED COVER UPPER THEME 22-23	\$2.25			\$0.00
096F	INSERT UPPER THEME 22-23				—
101F	PLAIN COVER 1ST GRADE	\$1.75			\$0.00
102F	PRINTED COVER 1ST GRADE	\$2.25			\$0.00
105F	INSERT 1ST GRADE				—
116F	PLAIN COVER FIREFIGHTER HEROES	\$1.75			\$0.00
117F	PRINTED COVER FIREFIGHTER HEROES	\$2.25			\$0.00
120F	INSERT FIREFIGHTER HEROES				—
601F	PLAIN KINDERGARTEN COVER	\$1.75			\$0.00
602F	PRINTED KINDERGARTEN COVER	\$2.25			\$0.00
605F	INSERT KINDERGARTEN				—
097F	22-23 THEME COLORSHEET	\$0.40			\$0.00
098F	22-23 THEME POSTER	\$3.99			\$0.00
199F	TIPS FOR SAFETY (4-FOLD)	\$0.55			\$0.00
200A	FIRE SAFETY TODAY (STICKER SHEET)	\$0.52			\$0.00
200F	FIRE SAFETY TODAY (BOOKLET 8PG)	\$0.82			\$0.00
201F	READY TO RESPOND (BOOKLET 8 PAGE)	\$1.80			\$0.00
202F	MR. MATCHY MIDI BOOK	\$1.67			\$0.00
203F	FIREFIGHTER COLORSHEET	\$0.40			\$0.00
204F	ESCAPE PLAN PLACEMAT	\$0.49			\$0.00

205F	HOME FIRE ESCAPE	\$0.46			\$0.00
206F	FIRE HAT CUT-OUT	\$0.42			\$0.00
207F	FIRE SAFETY KIDZ QUIZ	\$0.46			\$0.00
208F	FIRE SAFETY BASICS	\$1.15			\$0.00
209F	FIRE SAFE SITTER CARD	\$0.42			\$0.00
210F	BEE FIRE SAFETY SMART	\$1.80			\$0.00
211F	EMERGENCY 911 COMIC BOOK	\$1.82			\$0.00
212F	CRAWL BELOW SMOKE	\$0.46			\$0.00
215F	FRIENDLY FF (1/2 COLORSHEET)	\$0.28			\$0.00
216F	EMERGENCY VEHICLES	\$1.19			\$0.00
217F	FIREHOUSE FUN	\$0.77			\$0.00
218F	SCHOOL FIRE DRILL (1/2 COLORSHEET)	\$0.28			\$0.00
219F	SCHOOL FIRE DRILL (COLORSHEET)	\$0.40			\$0.00
220F	SCHOOL FIRE DRILL (BOOKMARK)	\$0.36			\$0.00
224F	HOUSE NUMBER (3-FOLD)	\$0.46			\$0.00
242F	FIRE EXTINGUISHER (3-FOLD)	\$0.46			\$0.00
243F	HALLOWEEN SAFETY FOLDER	\$0.46			\$0.00
244F	PUP*KIN PATTERN	\$0.42			\$0.00
245F	HALLOWEEN SAFETY (3-FOLD)	\$0.46			\$0.00
246F	SMOKE ALARM SHEETLET	\$0.38			\$0.00
247F	SMOKE ALARMS (3-FOLD)	\$0.46			\$0.00
249F	SMOKE ALARM COLORSHEET	\$0.40			\$0.00
250F	SMOKE ALARM (CALENDAR STICKERS)	\$0.36			\$0.00
252F	SMOKE ALARM MIDI BOOK	\$1.67			\$0.00
253F	SMOKE ALARM PLACEMAT	\$0.49			\$0.00
254F	SLEEP SAFELY	\$0.42			\$0.00
255F	JR. FIREFIGHTER (PLEDGE CARD)	\$0.33			\$0.00
259F	SMOKE ALARM (TRADING CARD)	\$0.33			\$0.00
260F	TORNADO (4-FOLD)	\$0.55			\$0.00
261F	TORNADO SAFETY (3-FOLD)	\$0.46			\$0.00
262F	DISASTER (4-FOLD)	\$0.51			\$0.00
264F	HURRICANE 4-FOLD	\$0.55			\$0.00
265F	HURRICANE 3-FOLD	\$0.46			\$0.00
266F	FIREWORKS SAFETY COLOR SHEET	\$0.40			\$0.00
267F	FIREWORKS 3-FOLD	\$0.46			\$0.00
279F	SUMMER SAFETY BOOKLET	\$1.67			\$0.00
279A	SUMMER SAFETY (STICKER SHEET)	\$0.36			\$0.00
280F	HOT CARS SHEET	\$0.46			\$0.00
281F	WATER SAFETY (3-FOLD)	\$0.46			\$0.00
285F	HOME FIRE HAZARDS (4-FOLD)	\$0.55			\$0.00
341F	ESCAPE THE VAPE POSTER	\$0.46			\$0.00
342F	VAPING TALL SHEET	\$0.42			\$0.00
343F	MCL COLORSHEET	\$0.40			\$0.00

344F	BURNS/SCALDS (3-FOLD)	\$0.46			\$0.00
345F	BURNS MIDI BOOK	\$1.67			\$0.00
346F	BURNS COLORSHEET	\$0.40			\$0.00
347F	BURNS BOOKMARK	\$0.36			\$0.00
352F	POISONS LIST ENG./SPAN.	\$0.46			\$0.00
353F	POISON SAFETY SHEETLET	\$0.38			\$0.00
355F	BATTERY HAZARDS	\$0.46			\$0.00
356F	BATTERY BASICS BI-FOLD	\$0.46			\$0.00
357F	BATTERY BASICS COLORSHEET	\$0.40			\$0.00
367F	DIAL 911 (4-FOLD)	\$0.55			\$0.00
369F	DIAL 911 COLORSHEET	\$0.40			\$0.00
370F	DIAL 911 STICKER	\$0.33			\$0.00
371F	911 FLIP BOOK	\$1.75			\$0.00
373F	DIAL 911 (1/2 COLORSHEET)	\$0.28			\$0.00
378F	MOVE OVER, IT'S THE LAW FOLDABLE	\$0.31			\$0.00
379F	ACTIVE SHOOTER FOLDABLE	\$0.31			\$0.00
380F	ACTIVE SHOOTER POSTER	\$0.92			\$0.00
394F	CREATE A WILDLAND FIRE SAFETY ZONE	\$0.92			\$0.00
401F	CARBON MONOXIDE (3-FOLD)	\$0.46			\$0.00
405F	DISABILITIES & HOME FIRE SAFETY	\$0.46			\$0.00
406F	COMBUSTIBLES (3-FOLD)	\$0.46			\$0.00
407F	PANDEMIC PREPAREDNESS	\$0.46			\$0.00
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