

NOTICE OF OPEN MEETING

Posted 5:00 p.m., January 17, 2025

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, January 21, 2025 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

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. January 7, 2025 Open Session Council Minutes
2. Bill No. 2025-01: Authorizing MoDOT T-Hanger Grant Engineering Design Expenses

VISITOR'S BUSINESS

BIDS

1. On-Call Concrete

PUBLIC HEARINGS

1. Public Hearing for Annexation of 509 Cemetery Road to R-1, First Dwelling House District
2. Public Hearing for a Special Use Permit at 1013 S. Neosho Blvd. for Rawlings Auto Sales

NEW BUSINESS

1. Bill No. 2025-02: Goins Enterprises Agreement for Concrete On-Call Services
2. Bill No. 2025-03: Amending Chapter 120 Finances, section 120.130
3. Bill No. 2025-04: Amending Chapter 120 Finances section 120.235
4. Bill No. 2025-05: Amending Section 125.110 of City Code Parks and Recreation Board
5. Streamgage Monitoring Agreement
6. Special Use Permit 1013 S. Neosho Blvd for Rawlings Auto Sales
7. Region M Grant Application

APPOINTMENTS AND VACANCIES

1. **Planning and Zoning Commission**

1. Letter of Interest from Bobbi Lee

January 21, 2025 City Council Meeting

REPORT OF CITY OFFICERS

1. December Financial Reports

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
January 7, 2025 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Shain Jordan opened with prayer and Mayor Davidson led the pledge of allegiance.

CALL TO ORDER

Mayor Davidson called the meeting to order at 7 p.m.

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, and Tom Workman

COUNCIL ABSENT:

Charles Collinsworth was absent.

CITY OFFICERS PRESENT:

David Kennedy, City Manager; Derek Snyder, City Attorney; and Cheyenne Wright, City Clerk, minutes taken by clerk.

APPROVAL OF AGENDA

Mayor Davidson asked to amend the agenda to move Bill No. 2024-109 under unfinished business.

Councilman Workman made a motion to Approve the Agenda as Amended; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilwoman Humphrey made a motion to Approve the Consent Agenda to include:

December 17, 2024 Council Minutes

Bill No. 2024-108

Bill No. 2024-109

Bill No. 2024-110

Bill No. 2024-111;

Councilman Workman seconded.

Roll call vote:

Yes: Carl Cobb, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

UNFINISHED BUSINESS

Bill No. 2024-109: Change Order 2 for Engineering Services ARPA_AMA

AN ORDINANCE of the City of Neosho, Missouri, authorizing Amendment No. 2 to the Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the City's stormwater infrastructure for the Hatchery Branch and the Lower High School Branch for the not to exceed price of One Million One Hundred Ninety-Four Thousand Five Hundred and 00/100 Dollars (\$1,194,500.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-109 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Bill No. 2024-109; Councilman Cobb seconded.

Mayor Davidson addressed the council stating that this ordinance needs to be amended to state the correct total. The wrong increase was placed on the ordinance. The corrected amount is \$1,194,500.00.

Councilwoman Thomas made a motion to amend the total on the ordinance from \$1,182,500.00 to \$1,194,500.00; Councilman Workman seconded.

Roll call vote to amend Bill No. 2024-109:

Yes: Carl Cobb, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

Roll call vote to approve the amended ordinance:

Yes: Carl Cobb, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

There were no visitors.

BIDS

Senior Center Medical Room

City Manager Kennedy addressed the city council, stating that the purpose of this item is to seek approval for the bid received from Marion Company/CSG for the Senior Center Medical Room. Staff sent out bids to multiple contractors, and one bid in the amount of \$13,350.00 was received back from Marion Company. Staff recommends approving this bid and moving forward with the project.

Councilman Cobb made a motion to Approve the bid from Marion Company for the Senior Center medical room for \$13,350.00; Councilwoman Humphrey seconded.

January 7, 2025 Council Minutes

Roll call vote:

Yes: Carl Cobb, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2025-01: Authorizing MoDOT T-Hanger Grant Engineering Design Expenses

AN ORDINANCE of the City of Neosho, Missouri authorizing execution of a state block grant agreement with the Missouri Department of Transportation for T-hangers at the Hugh Robinson Airport.

City Attorney Snyder read Bill No. 2025-01 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2025-01; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for agreement with Lochner Engineering for engineering design expenses for the MoDOT T-Hanger Grant.

Roll call vote:

Yes: Carl Cobb, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-01: Contract with CSG for Senior Center Medical Room

A RESOLUTION of the City of Neosho, Missouri, approving an agreement with Marion Company, LLC, a Missouri Limited Liability Company, for the purpose of providing construction services for the construction of a medical room at the Neosho Senior Center for the not to exceed price of Thirteen Thousand Three Hundred Fifty & 00/100 Dollars (\$13,350.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Resolution Bill No. 2025-01 in title only.

Councilman Cobb made a motion to Approve and Discuss Resolution Bill No. 2025-01; Councilwoman Thomas seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the contract with Marion Company/CSG for the Senior Center Medical Room project in the amount of \$13,350.00.

January 7, 2025 Council Minutes

Roll call vote:

Yes: Carl Cobb, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-02: Updated Safety Manual

A RESOLUTION of the City of Neosho, Missouri, adopting changes to the Loss Prevention and Safety Manual for use by the staff of the City of Neosho, Missouri.

City Attorney Snyder read Resolution Bill No. 2025-02 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2025-02; Councilman Workman seconded.

Human Resources Director Muhic addressed the city council stating that the purpose of this item is to seek approval for amendments to the employee safety manual. There were a few sections that were inadvertently missed and need to be added to comply with our insurance (MIRMA) standards.

Roll call vote:

Yes: Carl Cobb, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

City-Owned Property

City Manager Kennedy addressed the council about a piece of property located at the entrance where Premier Turbines was located. This property was originally given to the city for a military static display that was going to be placed at this location but the company ended up going out of business and so the display ended up being placed at the Neosho Hugh Robinson Airport. Staff would like to see this property be deeded back to the property owner at this location. The property owner has been contacted and is happy to receive this piece at their entrance.

By a consensus of council to move forward with deeding this property to the owner of the property that was previously known as Premier Turbines.

ADJOURN

There being no further business to come before the city council, Mayor Davidson asked for a motion to adjourn.

Councilman Cobb made a motion to adjourn; Councilman Workman seconded.

Roll call vote:

Yes: Carl Cobb, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

January 7, 2025 Council Minutes

Mayor Davidson adjourned the January 7, 2025 Council Meeting at 7:28

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: January 7, 2025

ITEM: Bill No. 2025-01: Authorizing MoDOT T-Hanger Grant Engineering Design Expenses

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2025-01 T-Hanger Grant Ordinance Engineering Services
 2. MoDOT Aviation Grant Application Hangers signed
-

PURPOSE:

The purpose of this item is to gain the Council's approval of an ordinance authorizing an engineering expense of up to \$60,000 to design 5 T-Hangers at the Neosho Hugh Robinson Airport.

BACKGROUND:

This continuing grant from MoDOT Aviation for improvements at the airport. This ordinance allows for the cost of engineering for 5 T-Hangers at a cost of up to \$60,000. The City's part of this total expense is 10%.

RECOMMENDATION:

Staff recommends the City Council approve the ordinance.

AN ORDINANCE of the City of Neosho, Missouri authorizing execution of a state block grant agreement with the Missouri Department of Transportation for T-hangers at the Hugh Robinson Airport.

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

Section 1. The Federal Aviation Administration has made available funding through the Missouri Department of Transportation to engineer and construct a 5 unit nested T- Hanger at the Hugh Robinson Airport.

Section 2. The grant funding for engineering in the design phase of this project is not to exceed \$60,000.

Section 3. Attached hereto and incorporated herein is a State Block Grant Agreement for Project 24-096A-I with the Missouri Department of Transportation which is hereby approved in all respects and the Neosho City Manager is hereby authorized to execute the Agreement on behalf of the city and to take such other and further action necessary to accomplish the purpose of this Ordinance.

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 _____, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



APPLICATION FOR FEDERAL/STATE ASSISTANCE

Aviation Section

Airport Name:

Neosho Hugh Robinson (EOS)

1. TYPE OF SUBMISSION		2. DATE SUBMITTED	
Application	Funding Type Requested		
☒ Construction	☒ Federal (Block Grant – 90% Funds)		
☐ Non-Construction	☐ State (Trust Fund – 90% Funds)	3. DATE RECEIVED BY STATE	
	☐ Federal & State	ASM Input Date (Internal use only):	
4. APPLICANT INFORMATION			
Sponsor's Name:		Organizational Unit:	
City of Neosho, Missouri		Department:	
		Division:	
Address:		Name and telephone of person to be contacted on matters involving this application (give area code):	
Street: 203 E. Main Street		Prefix: Mr.	First Name: Richard
City: Neosho		Middle Name:	
County: Newton		Last Name: Leavens	
State: Missouri		Suffix:	
Zip Code: 64850		Email: rleavens@neoshomo.gov	
Country: United States			
5. TYPE OF APPLICATION		Phone Number (give area code)	
☒ New ☐ Continuation ☐ Revision		(417) 451-8050	
If Revision, check appropriate type:		Fax Number (give area code)	
☐ Increase Award		(417) 451-8065	
☐ Decrease Award		6. TYPE OF APPLICANT	
☐ Increase Duration		☒ Municipal ☐ County	
☐ Decrease Duration		Other (Specify)	
7. DESCRIPTIVE TITLE OF SPONSOR'S PROJECT (brief description):			
Construct 5-Unit T-Hangar (PHASE II)			
8. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):		9. MoDOT TRANSPORTATION DISTRICT:	
Neosho, Newton County, Missouri		Southwest	
10. NUMBER OF BASED AIRCRAFT:		SE: 22 ME: 1 Jet: 0 Helicopter: 1 Glider: 1	
Military: 0		Ultralight: 0	
11. NUMBER OF ANNUAL OPERATIONS (an operation is a takeoff or a landing): 6,172			
12. PROPOSED PROJECT TIMELINE		13. STATE & FEDERAL CONGRESSIONAL DISTRICTS OF	
Start Date:	Ending Date:	a. Sponsor	b. Project Location
08/26/2024	12/31/2025 (closeout)	State: 160 Federal: 7	State: 160 Federal: 7
14. ESTIMATED FUNDING:		15. ESTIMATED FUNDING:	
FEDERAL FUNDING (90%)		STATE FUNDING (90%)	
a. Federal (Varies)	\$ 621,000.00	a. State	\$.00
b. Local (Varies)	\$ 69,000.00	b. Local	\$.00
c. Other	\$.00	c. Other	\$.00
d. TOTAL	\$ 690,000.00	d. TOTAL	\$.00
e. TOTAL (combined funding)		\$ 690,000.00	
16. IS THE APPLICANT DELINQUENT ON ANY STATE/FEDERAL DEBT? ☐ Yes, If "Yes", attach an explanation ☒ No			
17. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix Mr.	First Name: David	Middle Name:	
Last Name: Kennedy		Suffix:	
b. Title: City Manager		c. Telephone: (417) 451-8050	
d. Signature of Authorized Representative:		e. Date Signed: 9-5-2023	

PART II**PROJECT APPROVAL INFORMATION**

<u>Item 1.</u> Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No	Name of Governing Body: Priority:
<u>Item 2.</u> Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No	Name of Agency or Board: (Attach Documentation)
<u>Item 3.</u> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☐ Yes ☒ No	(Attach Comments)
<u>Item 4.</u> Does this assistance request require State, local, regional or other planning approval? ☒ Yes ☐ No	Name of Approving Agency: MoDOT Aviation (ALP) Date: 06/11/09
<u>Item 5.</u> Is the proposal project covered by an approved comprehensive plan? ☐ Yes ☒ No	Check one: ☐ State ☐ Local ☐ Regional Location of Plan:
<u>Item 6.</u> Will the assistance requested serve a Federal installation? ☐ Yes ☒ No	Name of Federal Installation: Federal Population benefiting from Project:
<u>Item 7.</u> Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No	Name of Federal Installation: Location of Federal Land: Percent of Project:
<u>Item 8.</u> Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No	(See instructions for additional information to be provided.)
<u>Item 9.</u> Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No	Number of: Individuals: Families: Businesses: Farms:
<u>Item 10.</u> Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☒ No	(See instructions for additional information to be provided.)

PART II-A**The Sponsor hereby represents and certifies as follows:**

1. Compatible Land Use - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Current ALP and Exhibit "A" Property Map are on file with MoDOT.

2. Defaults - The Sponsor is not in default on any obligation to the State of Missouri, United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans - The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State of Missouri to plan for the development of the area surrounding the airport.

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

6. Consultation with Users - In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

7. Public Hearings - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards – In federally-funded projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the State of Missouri to certify in writing to the Secretary of the United States Department of Transportation that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II-A (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The current Exhibit "A" Property Map is on file with MoDOT.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III
SECTION A. GENERAL**

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

PART III - BUDGET INFORMATION – CONSTRUCTION OR NON-CONSTRUCTION				
SECTION A - CALCULATION OF FEDERAL BLOCK GRANT OR STATE TRUST FUND GRANT				
Cost Classification	Use only for revisions		Federal (Varies%)	State (90%)
	Latest Approved Amount	Adjustment + or (-)	Estimated Costs (100%)	Estimated Costs (100%)
1. Administration expense	\$.00	\$.00	3,000.00	\$.00
2. Preliminary expense	.00	.00	3,000.00	.00
3. Architectural/engineering design basic fees	.00	.00	29,000.00	.00
4. Other Architectural engineering fees	.00	.00	.00	.00
5. Project Construction costs	.00	.00	570,000.00	.00
6. Project inspection fees	.00	.00	85,000.00	.00
7. Land, structures, right-of-way acquisition	.00	.00	.00	.00
8. Relocation Expenses	.00	.00	.00	.00
9. Demolition and removal	.00	.00	.00	.00
10. Planning	.00	.00	.00	.00
11. Environmental	.00	.00	.00	.00
12. Equipment	.00	.00	.00	.00
13. Miscellaneous	.00	.00	.00	.00
14. Total Estimated Costs (100%)(Lines 1 through 13)	\$.00	\$.00	\$690,000.00	\$.00
15. Federal Funding Amount (Varies %)	.00	.00	621,000.00	
16. Sponsor Share (Varies%)	.00	.00	69,000.00	
17. State Funding Amount (5%)	.00	.00	.00	.00
18. Sponsor Share	.00	.00	.00	.00

Part III, Page 5

PART IV

SECTION B - EXCLUSIONS	
DESCRIPTION	Ineligible for Participation
a.	\$
b.	
c.	
d.	
e.	
f.	
g. TOTAL	\$
SECTION C - PROPOSED METHOD OF FINANCING NON-FEDERAL OR NON-STATE SHARE	
Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	69,000
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	\$69,000
Other Shares	
a. Other Government Agency	
b. Other	
c. TOTAL - Other Shares	\$
TOTAL	\$69,000
SECTION D - REMARKS	

PROGRAM NARRATIVE
(Suggested Format)

Part III, Page 6

PROJECT : Construct 5-Unit T-Hangar (PHASE II)
AIRPORT : Neosho Hugh Robinson (EOS)
1. Objective: Construct a 5-Unit T-Hangar as Phase II of a two-phased project. Phase I constructed the taxiways that will serve the hangar.
2. Benefits Anticipated: Additional based aircraft, operations, and fuel sales.
3. Approach: The design phase will include a review of record drawings. Construction plans and specifications in accordance with FAA criteria and project specific needs, alongside coordination with the Architect and City of Neosho, will provide a complete bidding package for the construction of the hangar. A project budget and opinion of probable construction cost will be produced as well. After completing a final set of final plans and specifications, bids will be solicited from prospective contractors. Prime Consultant – Lochner, Design
4. Geographic Location: Neosho Hugh Robinson Airport (EOS), Neosho, Newton County, Missouri
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: <i>(include address & telephone number)</i> Mr. Richard Leavens Development Services Director 203 E. Main Street Neosho, MO 64850 (417) 451-8050

REQUESTED COUNCIL MEETING DATE: January 21, 2025

ITEM: On-Call Concrete

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. On-Call Concrete Bid Documents and Bids

PURPOSE:

To seeks the Councils approval of a On-Call Concrete services contractor.

BACKGROUND:

The On-Call Concrete Contractor will serve as the City approved company to repair all utility cuts that occur on our streets and right of way. These services will help protect our streets knowing we have a single company doing the repairs according to the City of Neosho's street specifications.

Bids were sent out to multiple companies and we received three back.

Goins Enterprises.

Estimated quantities total: \$295,750.00

Marion Company.

Estimated quantities total: \$584,250.00

ATS Contractors.

Estimated quantities total: \$350,750.00

RECOMMENDATION:

City staff recommends the Council approve the bid from Goins Enterprises.



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Tuesday, December 31st, 2024, at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: On-Call Concrete Services

Please label the envelope: On-Call Concrete Services

Questions concerning the specifications and bid procedure should be directed to Nate Siler, Public Works Director, at the following address/phone: 417-451-8071, 203 E. Main St. Neosho, MO 64850.

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 turnaround time in getting started on this project.

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 is amended to read as follows:

"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. 1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three

hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.

3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.
4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.
6. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of the City Code which states:

A. Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements. Upon approval of the Final Stormwater Management Plan, but before the issuance of a building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. Maintenance Agreement. A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. Maintenance Bond. A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

*City of Neosho Business License required

*W-9 Required

* Proof of Worker's Compensation Coverage Provided w/ Bid

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,
Nate Siler
Public Works Director
Neosho, MO

1. Introduction

The City of Neosho, Missouri, invites qualified contractors to submit sealed bids for on-call infrastructure services, including replacing and constructing ADA-compliant sidewalks and repairing utility street cuts with concrete.

2. Scope of Work

The work under this bid includes, but is not limited to:

- **ADA Sidewalk Construction:** Construction of sidewalks in accordance with the Americans with Disabilities Act (ADA) standards, including ramps, curbs, and associated concrete work.
- **Utility Street Cuts Concrete Repair:** Repair of roadways with concrete in areas where utility cuts have been made, ensuring the surface is restored to the original or better condition. Details are attached.
- **On-Call Services:** The contractor will be on-call to respond to requests from the City for the above-mentioned services within 45 days of notification.

3. Specifications

3.1 ADA Sidewalks:

- Compliance with all ADA guidelines.
- Concrete shall be a minimum of 4,000 psi, air-entrained.
- Sidewalks shall be a minimum of 5 feet in width unless otherwise specified.
- Ramps shall have a slope not exceeding 1:12.
- All transitions must be smooth and free of any lip or tripping hazard.

3.2 Utility Street Cuts:

- Concrete mix shall have a minimum compressive strength of 4,000 psi at 28 days.
- All subgrade materials must be compacted to 95% Standard Proctor Density.
- All utility cuts must be saw cut 12" wider than the original excavation.
- The concrete surface must be smooth with a medium broom finish.
- Joints must be saw cut straight and perpendicular to the flow of traffic.

4. Contractor Responsibilities

- Provide all labor, materials, equipment, and transportation required to complete the work.
- Ensure all work is done in compliance with City of Neosho specifications.
- Protect existing infrastructure and utilities during construction.
- Coordinate with utility companies as necessary.
- Maintain a clean and safe worksite.
- Provide traffic control as required.

5. Qualifications

- Contractors must have a minimum of 10 years of experience in concrete construction and ADA compliance.
- Proof of similar projects completed within the last three years.
- Licensed to perform work in the City of Neosho.

BID FORM

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST
1	Full depth concrete 10" street repair	6,000	sqft 17	102,000
2	Residential approach 6"	1,000	sqft 15	15,000
3	90 degree Curb and Gutter 6"X2' 1-25'	500	lf 45	22,500
4	90 degree Curb and Gutter 6"X2' 25' or more	200	lf 45	9,000
5	Curved Curb and Gutter 12"X30" 1-25'	500	lf 45	22,500
6	Curved Curb and Gutter 12"X30" 25' or more	200	lf 45	9,000
7	Residential sidewalk 4"	500	sqft 12	6,000
8	6" ADA ramps without domes	1000	sqft 28	28,000
9	Black dirt, seed, and mulch 4"	5000	sqft 1.5	7,500
10	Steel plates	25	each 150	3,750
11	Channelizers	3000	each 9	27,000
12	Signage	3000	each 9	27,000
13	Type III barricades	300	each 25	7,500
14	Replacement of unsuitable materials	500	cu 18	9,000
	Additional Items			
1				
2				
3				

*Each bided item must include all necessary items to complete work including mobilization, saw cutting, excavation, winter protection, forming materials, concrete, and base rock.

\$ 295,750

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

F.O.B. Neosho, MO

Projected Start Date:

Can start 1 week after notice to proceed

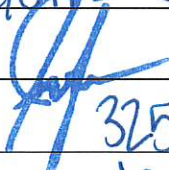
After completion - payment made on the third Tuesday of the month delivered

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

COMPANY:

GOMBS Enterprises, Inc

SIGNED BY:



ADDRESS:

3255 N. County Lane 252
Joplin MO 64801

EMAIL:

contact@gomsent.com

PHONE:

417-659-6082

BID FORM

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST
1	Full depth concrete 10" street repair	6,000	sqft	\$24.00
2	Residential approach 6"	1,000	sqft	\$22.00
3	90 degree Curb and Gutter 6"X2' 1-25'	500	lf	\$50.00
4	90 degree Curb and Gutter 6"X2' 25' or more	200	lf	\$35.00
5	Curved Curb and Gutter 12"X30" 1-25'	500	lf	\$60.00
6	Curved Curb and Gutter 12"X30" 25' or more	200	lf	\$45.00
7	Residential sidewalk 4"	500	sqft	\$18.00
8	6" ADA ramps without domes	1000	sqft	\$30.00
9	Black dirt, seed, and mulch 4"	5000	sqft	\$2.00
10	Steel plates	25	each	\$350.00
11	Channelizers	3000	each	\$15.00
12	Signage	3000	each	\$65.00
13	Type III barricades	300	each	\$65.00
14	Replacement of unsuitable materials	500	cu	\$60.00
	Additional Items			
1				
2				
3				

144,000
 22,000
 25,000
 7,000
 30,000
 9,000
 9,000
 30,000
 10,000
 8,750
 45,000
 195,000
 19,500
 30,000
584,250.00

*Each bided item must include all necessary items to complete work including mobilization, saw cutting, excavation, winter protection, forming materials, concrete, and base rock.

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

F.O.B. Neosho, MO

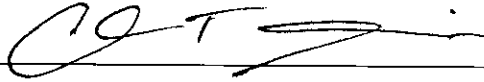
Projected Start Date: TBD

After completion - 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: Marion Company, LLC

SIGNED BY:



ADDRESS: 12451 Highway 59 | Neosho, Missouri 64850

EMAIL: tyler.marion@marionllc.net

PHONE: 417.451.5743

BID ITEM

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	
1	Full depth concrete 10" street repair	6,000	sqft	22.00	132,000.00
2	Residential approach 6"	1,000	sqft	17.00	17,000.00
3	90 degree Curb and Gutter 6"X2' 1-25'	500	lf	52.50	26,250.00
4	90 degree Curb and Gutter 6"X2' 25' or more	200	lf	45.00	9,000.00
5	Curved Curb and Gutter 12"X30" 1-25'	500	lf	52.50	26,250.00
6	Curved Curb and Gutter 12"X30" 25' or more	200	lf	45.00	9,000.00
7	Residential sidewalk 4"	500	sqft	12.50	6,250.00
8	6" ADA ramps without domes	1,000	sqft	20.00	20,000.00
9	Black dirt, seed, and mulch 4"	5,000	sqft	2.25	11,250.00
10	Steel plates	25	each	350.00	8,750.00
11	Channelizers	3,000	each	9.00	27,000.00
12	Signage	3,000	each	11.00	33,000.00
13	Type III barricades	300	each	50.00	15,000.00
14	Replacement of unsuitable materials	500	cu	20.00	10,000.00
	Additional Items				
1					
2					
3					

*Each bided item must include all necessary items to complete work including mobilization, saw cutting, excavation, winter protection, forming materials, concrete and base rock.

Total Bid \$350,750.00

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

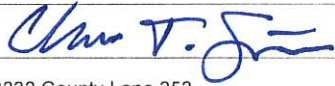
F.O.B. Neosho, MO

Projected Start Date: January 2024

After completion - 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: ATS Contractors, LLC

SIGNED BY:  Charles T Scotten
Owner/Chief Operations Officer

ADDRESS: 3232 County Lane 252
Joplin, MO 64801

EMAIL: tscotten@atsjoplin.com, bids@atsjoplin.com

PHONE: 417-684-7446

REQUESTED COUNCIL MEETING DATE: January 21, 2025

ITEM: Bill No. Goins Enterprises Agreement for Concrete On-Call Services

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2025-02 Authorizing Goins for On-Call Concrete Services
 2. Contract with Goins Enterprises for On-Call Concrete Services
-

PURPOSE:

Request council approval for the Mayor to sign the Concrete On-Call Services Agreement with Goins Enterprises.

BACKGROUND:

This is the Agreement with Goins Enterprises to provide concrete on-call services for utility cuts on City streets, sidewalks, and curbs.

RECOMMENDATION:

City Staff recommends the council approve the agreement with Goins Enterprises and authorize the Mayor to sign.

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement by and between the City of Neosho and Goins Enterprises, Inc., a Missouri corporation for the purpose of providing on-call concrete services including sidewalk and street cut repair; 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 Goins Enterprises, Inc., a Missouri corporation for the purpose of providing on-call concrete services including sidewalk and street cut repair; 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 _____, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2025 (“the Effective Date”), by and between the City of Neosho, Missouri (hereinafter “City”), and Goins Enterprises, Inc., a Missouri Corporation (hereinafter “Contractor”), and with City and Contractor being referred to collectively as “the Parties.”

WHEREAS, City desires to engage an independent contractor for the purpose of providing on-call concrete services including sidewalk and street cut repair as described in City’s Instructions to Bidders, attached hereto and incorporated by reference as Exhibit “A”; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing on-call concrete services including sidewalk and street cut repair as described in Contractor’s Bid Response to City’s Instructions to Bidders, attached hereto and incorporated by reference as Exhibit “B”; and

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. Term. The term of this Agreement will begin on the Effective Date and ending one year thereafter, unless terminated sooner as provided herein. However, the indemnification requirements of paragraph 14 and warranty provisions of paragraph 22 will survive termination of this Agreement. This Agreement will automatically renew each calendar year, unless terminated as provided for herein.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services to include on-call concrete services including sidewalk and street cut repair as described Exhibit A and Exhibit B.

3. Costs and Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor pursuant to the Bid Form included in Exhibit B. Contractor will provide all labor, materials, and equipment.

4. 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.

5. 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.

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

7. 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.

8. 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.

9. 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.

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

11. Contract Documents. The contract documents shall consist of the Agreement.

12. 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.

13. 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.

14. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the

costs of such insurance in the Payment set forth in this Agreement.

15. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types 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>)

16. 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.

17. 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 effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

18. 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 or Contractor may terminate this Agreement, without cause, by giving thirty (30) days' written notice of the same.

19. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

20. 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.

21. 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.

22. Warranty. In addition to any other warranties in this Agreement, specifically any manufacturer/dealer warranty on parts and labor, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI

GOINS ENTERPRISES, INC.

Richard Davidson, Mayor

authorized representative

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: January 21, 2025

ITEM: Bill No. 2025-03: Amending Chapter 120 Finances, section 120.130

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2025-03 Amending 120.130 Purchases and Sales bid exceptions

PURPOSE:

Amend Section 120 Finances, Section 120.130 Purchases, Sales, Etc. Over Ten Thousand Dollars.

BACKGROUND:

Amends section 120.130 to read: Notwithstanding the aforementioned, the City Council shall have authority to waive any of the requirements for bids when deemed to be impractical and/or not reasonably feasible when the public interest will be served thereby.

RECOMMENDATION:

Approve the amendment to section 120.130 and authorize the Mayor to execute it.

AN ORDINANCE of the City of Neosho amending Chapter 120 Finances, Article II Purchases and Sales by repealing and replacing Section 120.130 Purchases, Sales, Etc. Over Ten Thousand Dollars—to Be by Written Contract with Most Favorable Bidder, of the Code of Ordinances to allow an exception if deemed be impractical and/or not reasonably feasible and when the public interest will be served thereby.

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

Section 1. That Chapter 120 Finances, Article II Purchases and Sales be amended by repealing and replacing Section 120.130 Purchases, Sales, Etc. Over Ten Thousand Dollars—to Be by Written Contract with Most Favorable Bidder, of the Code of Ordinances to allow an exception if deemed to be impractical and/or not reasonably feasible and when the public interest will be served thereby and said new Section be hereby adopted to read as follows:

“Chapter 120 Finances”

“Section 120.130 Purchases, Sales, Etc. Over Ten Thousand Dollars—To Be By Written Contract With Most Favorable Bidder and Exceptions”

“All supplies and contractual services for the City, except as otherwise provided, when the estimated cost thereof shall exceed ten thousand dollars (\$10,000.00), shall be purchased by formal, written contract from the lowest responsible bidder, after notice inviting proposals. All sales of personal property of the City which has become obsolete and unusable, when the estimated value thereof shall exceed fifteen hundred dollars (\$1,500.00), shall be sold by formal written contract to the highest responsible bidder, after due notice inviting proposals. **Notwithstanding the aforementioned, the City Council shall have authority to waive any of the requirements for bids when deemed to be impractical and/or not reasonably feasible and when the public interest will be served thereby.”**

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall be effective _____, 2025.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

(This space intentionally left blank.)

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: January 21, 2025

ITEM: Bill No. 2025-04: Amending Chapter 120 Finances section 120.235

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2025-04 Amending 120.235 Purchase and Sales of RE - Exceptions

PURPOSE:

Amend Chapter 120 Finances, Section 120.235 Purchases and Sales of Real Estate.

BACKGROUND:

This amendment allows Council to have authority to waive any of the requirements for purchases or sales, including but not limited to, rejections of all bids when deemed to be impractical and/or not reasonably feasible when the public interest will be served thereby.

RECOMMENDATION:

Approve the amendment to 120.235 as presented and authorize the Mayor to execute it.

AN ORDINANCE of the City of Neosho amending Chapter 120 Finances, Article II Purchases and Sales by repealing and replacing Paragraph A. of Section 120.235 Purchases and Sales of Real Estate, of the Code of Ordinances to allow an exception to required methods and bids if deemed to be impractical and/or not reasonably feasible and when the public interest will be served thereby.

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

Section 1. That Chapter 120 Finances, Article II Purchases and Sales be amended by repealing and replacing Paragraph A. of Section 120.235 Purchases and Sales of Real Estate, of the Code of Ordinances to allow an exception to required methods and bids if deemed to be impractical and/or not reasonably feasible and when the public interest will be served thereby, the new Paragraph A. of said Section be hereby adopted to read as follows:

“Chapter 120 Finances”

“Section 120.235 Purchases and Sales of Real Estate”

“A. All purchases and sales of real estate (real property), except as otherwise provided within these Code of Ordinances, shall be executed using the following procedures. A current real estate survey and qualified appraisal shall be obtained to ensure the City has a correct legal property description and current fair market value of the real estate. Real estate shall be purchased by formal, written contract from the lowest responsible bidder, after notice inviting proposals. Real estate shall be sold by sealed bid, through a real estate broker or at public auction by formal, written contract to the highest responsible bidder, after due notice inviting proposals. Notwithstanding the aforementioned, the City Council shall have authority to waive any of the requirements for purchases or sales, including but not limited to, rejection of all bids when deemed to be impractical and/or not reasonably feasible and when the public interest will be served thereby.”

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall be effective _____, 2025.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

(This space intentionally left blank.)

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: January 21, 2025

ITEM: Bill No. 2025-05: Amending Section 125.110 of City Code Parks and Recreation Board

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2025-05 Amending 125.110 - Park Board Advisory Meetings

PURPOSE:

To request Council to approve Bill No. 2025-05 amending the city code for the Parks and Recreation Board.

BACKGROUND:

While going through the board codes, this was the only board that states meetings must be held every month of the year instead of allowing for quarterly meetings. The board can still request special meetings throughout the year, if needed. This will amend 125.110 of city code.

RECOMMENDATION:

Request council to approve Bill No. 2025-05 and authorize the mayor to sign.

AN ORDINANCE of the City of Neosho amending Chapter 125 Committees and Boards, by repealing and replacing Section 125.110 Parks and Recreation Board of the Code of Ordinances to note the purpose of said Board and meetings to be held.

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

Section 1. Chapter 125 Committees and Boards, by repealing and replacing Section 125.110 Parks and Recreation Board of the Code of Ordinances to note the purpose of said Board and meetings to be held and said new Section be hereby adopted to read as follows:

“Chapter 125 Committees and Boards”

“Section 125.110. Parks and Recreation Board.”

“A. There is hereby established an advisory Parks and Recreation Board for the purpose of advising the City Manager and City Council on development and maintenance needs of the Neosho City parks and recreation and related activities pertaining to such Neosho City parks and recreation.

B. The Parks and Recreation Board shall be composed of six (6) members as follows: five (5) voting members and one (1) non-voting ex officio member. The non-voting ex officio member shall be a member of the City Council. The Board shall elect from its members a Chairman, Vice Chairman and Secretary.

C. Each member of the Parks and Recreation Board shall be appointed by the City Council. The members, after the original members, shall serve for three (3) years. In the event of a vacancy, a new member shall be appointed to fill such vacancy in the same manner and for the remainder of the unexpired term.

D. At least four (4) voting members shall be resident citizens. One (1) voting member may or may not be a citizen of Neosho, but if not a citizen of Neosho he/she must be a resident of Newton County, Missouri.

E. The Parks and Recreation Board shall hold meetings at least quarterly at such times and places that the Board may determine. A quorum for all regular or special meetings shall be three (3) voting members.

F. The Parks and Recreation Board’s responsibilities will be:

1. To assist the City in development of rules and regulations applicable to parks and recreation activities.
2. To assist the City in developing and recommending plans for growth and improvement of City parks and recreation facilities.
3. To recognize that recommendations may or may not be accepted or followed by the City Manager and/or City Council.

G. The Parks and Recreation Board shall be responsible to the City Council and shall confine its activities to the duties specified in this Article.”

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall be effective _____, 2025.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

(This space intentionally left blank.)

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: January 21, 2025

ITEM: Streamgage Monitoring Agreement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Neosho Streamgage Agreement Draft

PURPOSE:

To approve an agreement with MoDNR for a placement of a stream monitoring system at Lime Kiln Park.

BACKGROUND:

This agreement with MoDNR is for a streamgage monitoring station to be placed on the water intake structure at Lime Kiln Park. This device will monitor water levels for Shoal Creek and provide video live streaming.

RECOMMENDATION:

Approve the agreement with MoDNR and authorize the City Manager to execute it.

SITE ACCESS AGREEMENT FOR STREAMGAGE MONITORING

THIS AGREEMENT is entered into between the City of Neosho (hereinafter “City” or “Owner”), the governing body of the City of Neosho in the State of Missouri, and the Missouri Department of Natural Resources (hereinafter “Department” or “MoDNR”), an executive agency of the State of Missouri, and is effective as of the date of the last signature below.

WHEREAS, MoDNR’s Missouri Geological Survey is responsible for the monitoring of surface water quantity of Missouri streams in accordance with Section 256.060, RSMo, and seeks to establish a network of streamgage monitoring stations throughout the State of Missouri;

WHEREAS, the streamgage monitoring stations to be employed by MoDNR comprise a radar sensor, an enclosure for the datalogger, and a solar panel. These components are attached to the inlet structure or mounted to a pole to the side of the structure.

WHEREAS, MoDNR has requested access to a permanent structure owned by the City, for purposes of installation and maintenance of a streamgage monitoring station over Shoal Creek. The structure is located on Lime Kiln Drive, 650 feet North of the intersection of railroad tracks and Lime Kiln Drive, and is adjacent to Shoal Creek at coordinates 36.896280° latitude and -94.367701° longitude.

NOW THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

- (1) **DEPARTMENT RESPONSIBILITIES:** The Department agrees to:
 - a. Maintain the streamgage and the data gathering equipment in manner that does not create a safety hazard.
 - b. Hold the Owner harmless for any vandalism to the streamgage monitoring station that is caused by other parties.
 - c. Remove the monitoring equipment if the Department determines that the site is no longer desirable as an observation site.
 - d. Restore the site to a neat and clean condition if the Department removes the monitoring equipment for any reason.
 - e. Be responsible for all costs associated with the maintenance and removal of the streamgage monitoring station.
- (2) **OWNER RESPONSIBILITIES:** The Owner agrees to:
 - a. Authorize MoDNR and its authorized representatives to enter and access the Owner’s property described above, including rights of ingress and egress, for purposes of installation, monitoring, and maintenance of MoDNR’s stream monitoring station.
 - b. Allow the streamgage monitoring station located on the Owner’s property to remain in use for as long as this Agreement remains in effect.
 - c. Allow the Department to upgrade the data collection and communication equipment at the existing streamgage monitoring station located on the Owner’s property, so long as such upgrade does not create a safety hazard or interfere or impact any Owner operations being conducted at this particular site.

- d. Not unduly restrict or prevent MoDNR from accessing the stream monitoring station.
 - e. Not interfere or tamper with the stream monitoring station or equipment.
- (3) **RESPONSIBILITY:** To the extent provided by Missouri law, and in no way to be construed as any waiver or limitation of the doctrines of sovereign, official, or other governmental immunities, the Department will be responsible for its own acts and omissions in connection with the performance of the terms and conditions of this Agreement.
- (4) **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Department and the County.
- (5) **OWNER REPRESENTATIVE:** The Owner may designate by written notice other persons having the authority to act on behalf of the Owner in furtherance of the performance of this Agreement.
- (6) **DEPARTMENT REPRESENTATIVE:** The Program Director of the Department's Water Resources Center is designated as the Department's representative for the purpose of administering this Agreement. The Department's representative may designate by written notice other persons having the authority to act on behalf of the Department in furtherance of the performance of this Agreement.
- (7) **ASSIGNMENT:** Except for any governmental reorganization authorized by law, the Department and the Owner shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the other party to the Agreement.
- (8) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. Both parties shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.
- (9) **MODIFICATION OR TERMINATION:** The Department and Owner may terminate or modify this Agreement at any time by written agreement. If termination is initiated by the City, the Department shall be given 30 days to access the property and remove the streamgage monitoring station, returning the site to a neat and clean condition. The Department may end this Agreement upon notice to the City and by removing the streamgage monitoring station as described above.

- (10) NOTICES: Any notice or other communication required or permitted to be given in writing hereunder shall be delivered by United States mail, regular mail postage prepaid, or by email, as follows, or to such other place as the parties may designate in accordance with this Agreement:

Program Director, Water Resources Center
Missouri Department of Natural Resources
P. O. Box 176
Jefferson City, MO 65102-0176
DNR.waterresourcescenter@dnr.mo.gov

To Owner:
David Kennedy, City Manager
203 East Main Street
Neosho, MO 64850
417-451-8050
d.kennedy@neosho.mo.gov

- (11) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- (12) SUCCESSORS AND ASSIGNS: The provision of this Agreement shall apply to and be binding upon the parties executing this Agreement, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including officers, employees, agents, corporations, and any persons acting under, through or for the parties agreeing hereto.
- (13) PERMITS: The Department shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to operate, maintain, and/or upgrade the streamgage monitoring station.
- (14) This Agreement may be signed and transmitted in counterparts and/or electronically.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

**MISSOURI DEPARTMENT OF
NATURAL RESOURCES**

CITY OF NEOSHO, MISSOURI

By: Erin Fanning, Program Director
Water Resources Center

By: David Kennedy
City Manager

Date

Date

REQUESTED COUNCIL MEETING DATE: January 21, 2025

ITEM: Special Use Permit 1013 S. Neosho Blvd for Rawlings Auto Sales

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. 1013 S Neosho Blvd. Special Use Application
 2. 1013 S. Neosho Blvd. ad
 3. 1013 SOUTH NEOSHO BLVD ZONING
 4. 1013 SOUTH NEOSHO BLVD 2
 5. Building Photos
-

PURPOSE:

The purpose of this item is to gain the Council's approval for a Special Use Permit for 1013 S. Neosho Blvd. to operate Rawlings Auto Sales.

BACKGROUND:

The property is currently zoned C-2 General Business District. The proposed business requires a C-3, Commercial Business District zone. The applicant is wanting to operate Rawlings Auto Sales at this location. The Rawlings are proposing to sell vehicles on sit and on the internet. The location sits just south of a C-3 district and the property across the boulevard is also C-3. The property previously housed Myrtle's Distillery.

The property was posted and advertised and the Planning and Zoning has considered the requested after a public hearing.

RECOMMENDATION:

Staff recommends that the Council authorizes the Special Use Permit.



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

- | | |
|--|---|
| ☐ Preliminary Plat / Site Plan | ☐ Vacation of Right-of-Way |
| ☒ Special Use Permit | ☐ Board of Adjustments |
| ☐ Rezoning | ☐ Vacation of Easement |
| ☐ Final Plat / Site Plan | ☐ Other _____ |

INFORMATION

APPLICANT	PROJECT
Name <u>Bethanie Rawlins</u>	Project Location <u>Rawlin 143 S. Neosho Blvd.</u>
Address <u>9307 Nettle drive</u>	Existing Use <u>Vacant</u>
Phone <u>417-312-7450</u>	Proposed Use <u>Rawlins Auto Sales</u>
Contact Person Name <u>Bethanie Rawlins</u>	Existing Zone <u>C2</u>
Contact Person Phone <u>417-439-2378</u>	Proposed Zone <u>C3</u>

SIGNATURE OF OWNERS & DATE

The above information and the attached list of property owners and the area map are true and accurate to the best of my knowledge.

Signature of Owner

Signature of Co-Owner

12-26-24

Date

12-26-24

Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

- | |
|---|
| ☐ Application Fee Received |
| ☐ Deed Attached |
| ☐ Parcel Map Attached |
| ☐ Property Owners Within 200 Ft Attached |
| ☐ Publication Fee Received |

Notice of Public Hearing

Planning and Zoning Public Hearing
January 14, 2025 @ 6:00pm
City Council Chambers
203 East Main Street

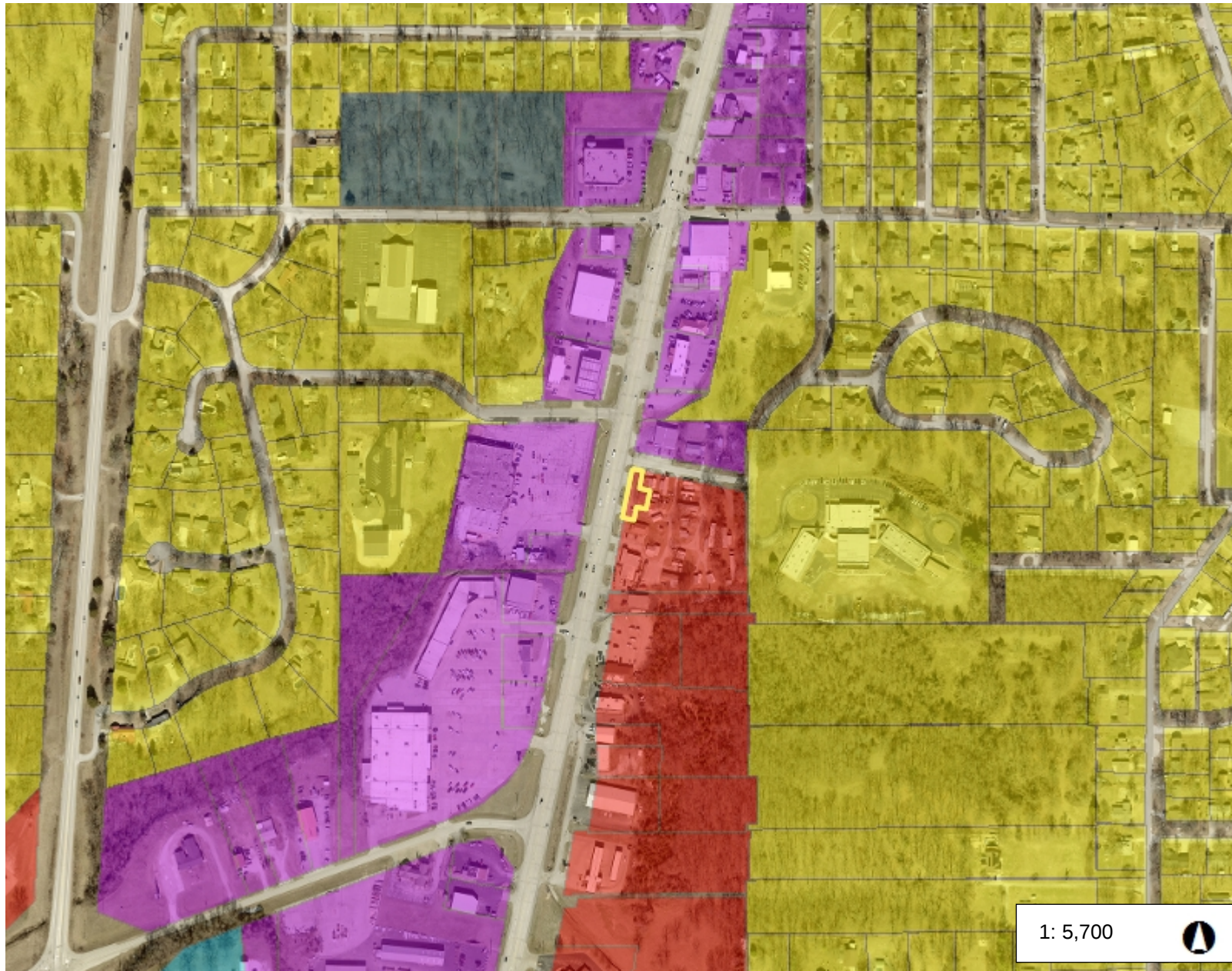
City Council Public Hearing
January 21, 2025 @ 7:00pm
City Council Chambers
203 East Main Street

Regarding a Special Use Permit for the area of 1013 S. Neosho Blvd for Rawlins Auto Sales as a used car business.

Inquiries please contact:

Richard Leavens
City of Neosho
Development Services Director
(417) 451-8050

Neosho, MO



Legend

Zoning

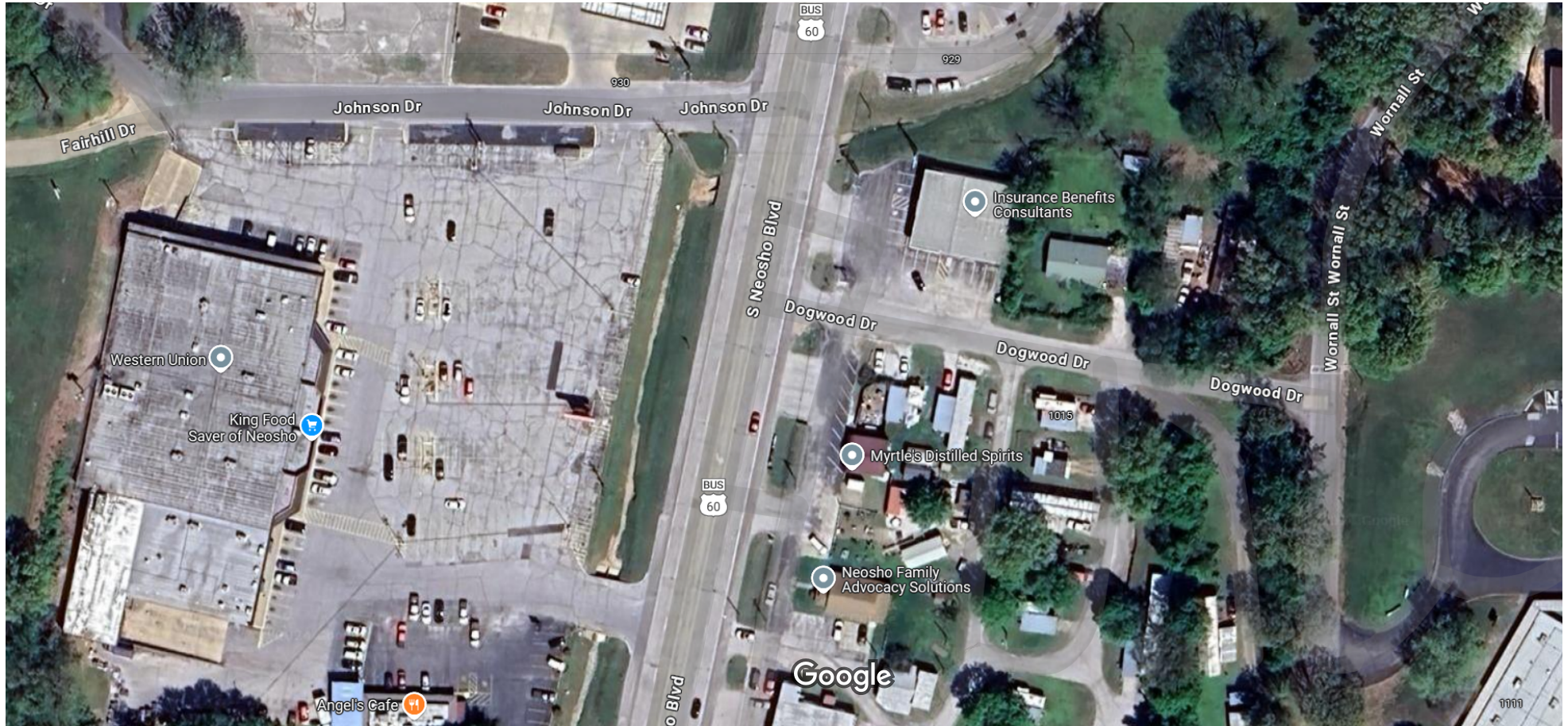
-  AG
-  R-1
-  R-2
-  R-3
-  C-0
-  C-1
-  C-2
-  C-3
-  M-1
-  M-2
-  RD-1
-  RV

Notes

1013 SOUTH NEOSHO BLVD

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



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft

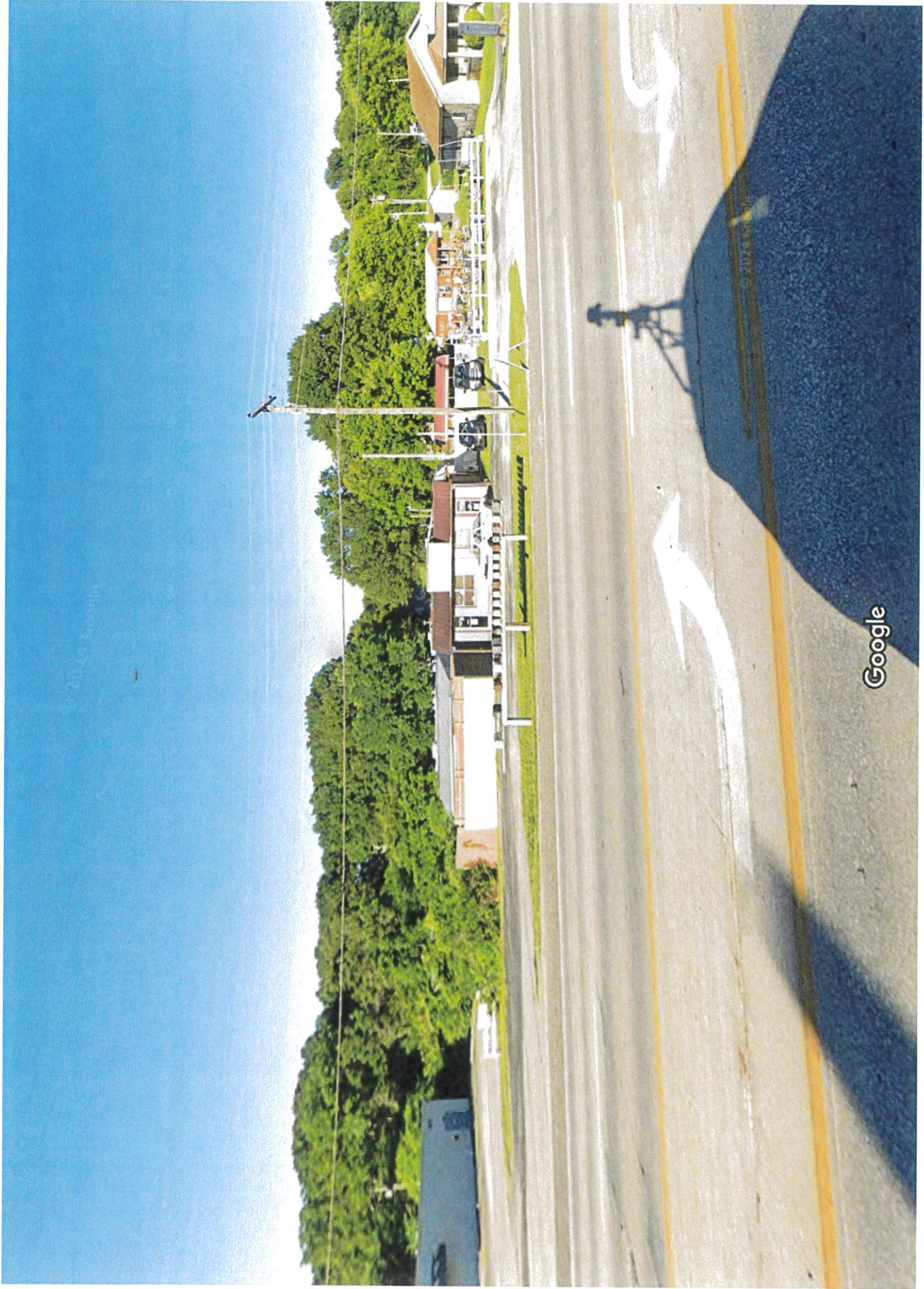


Image capture: Jun 2024 © 2024 Google

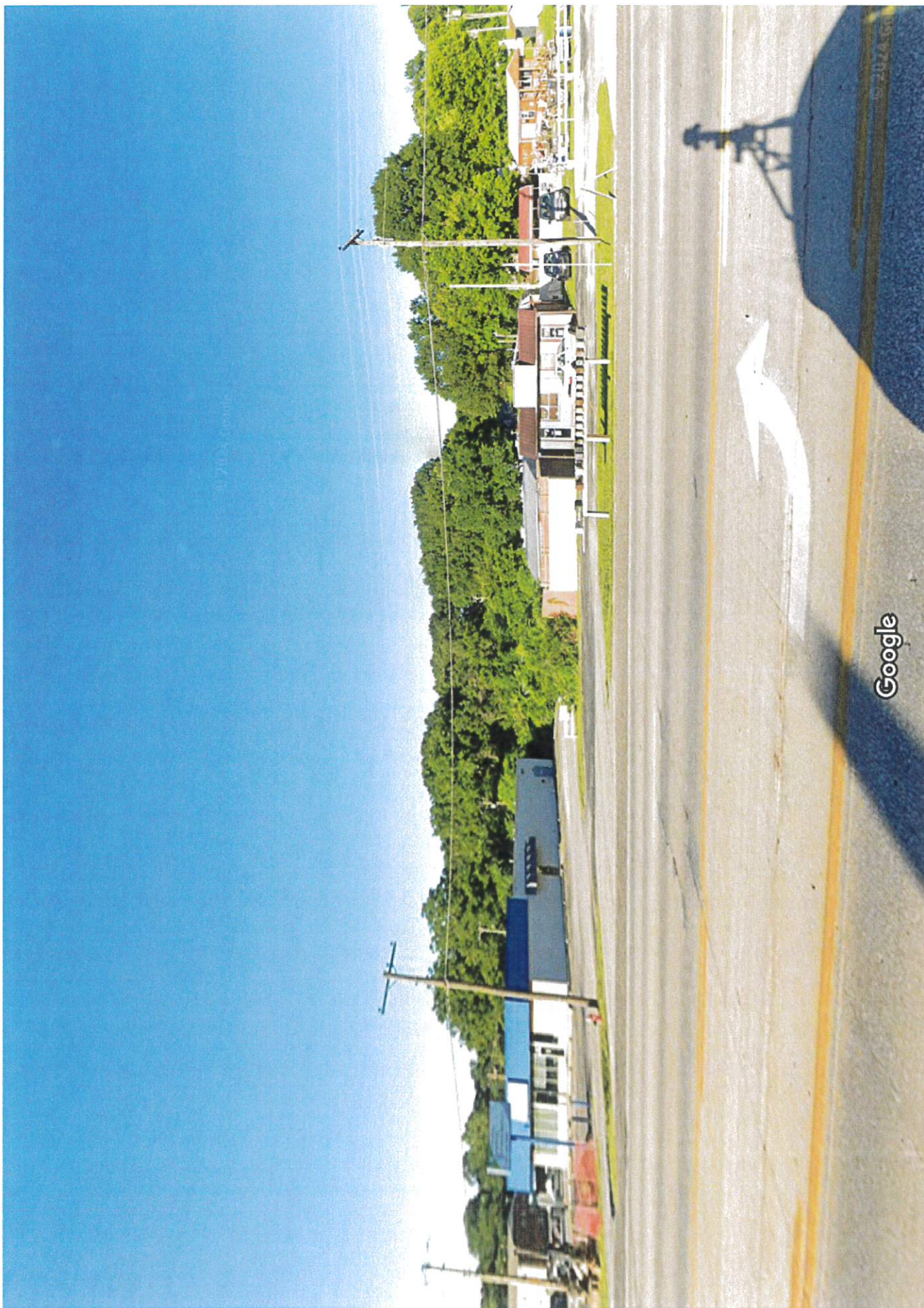


Image capture: Jun 2024 © 2024 Google

REQUESTED COUNCIL MEETING DATE: January 21, 2025

ITEM: Region M Grant Application

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. FY2026 Region M Grant City of Neosho

PURPOSE:

To seek grant monies that would benefit the City of Neosho Regional Recycling Center.

BACKGROUND:

Region M is a solid waste management district that covers the counties of Newton, McDonald, Vernon, Barton, and Jasper. Annual grant funding is based on the district's allocation to the DNR-SWMP (Solid Waste Management Program).

Grant monies (if approved by Region M) can be used to pay salaries and fringe benefits for two staff members.

FTE Salary total	\$63,036.10
FTE Fringe total	\$26,959.00
 Total	 \$89,995.10

RECOMMENDATION:

City Staff recommends that the council authorize the Mayor to sign application documents.



Region M Waste Management District

1801 W 32nd Street, Suite C.214 – Joplin, MO 64804

Phone: 417-317-5021 | Web: www.RegionM.org

FY2026 Grant Application - Entity / Contact Information

Name of Business or Organization	
Name of Project	
Project Manager	
<i>Project Manager Title</i>	
<i>Mailing Address</i>	
<i>Telephone</i>	
<i>Email</i>	
Website	
Other Authorized Official	
<i>Title</i>	
<i>Telephone</i>	
<i>Email</i>	
MO Vendor # and Federal Tax ID #	
Location of Project <i>If different than mailing address.</i>	
Type of Applicant <i>Place an X in your response.</i>	☐ Individual ☐ City/County ☐ Public Entity or Institution ☐ School ☐ For-Profit Business # of years in Business ☐ Non-Profit Organization ☐ Other (Describe)



Region M Waste Management District

1801 W 32nd Street, Suite C.214 – Joplin, MO 64804

Phone: 417-317-5021 | Web: www.RegionM.org

FY2026 Grant Application - Project Information

Project Description	
Amount of Funding Requested	
Partial Funding – <i>Place an X in your response.</i>	☐ Able to accept partial funding for project to be completed ☐ Not able to accept partial funding for project. (Without full funding, the project will not be able to be completed)
Estimated Total Tonnage to be Diverted During Project	
Types of Materials to be Diverted During Project	
Cities/Counties to be Served or Districtwide/Statewide	
Qualifications of Key Personnel	Include resumes of Project Manager and other staff who will be directly involved with this project along with this application.

Previous Funding - Has your organization received funding from Region M, EI ERA, or other Solid Waste Districts in the past five years? If yes, please list the grant awarded, grant/project number, amount of grant award.

Year	Project Number	Project Name / Description of Funding	Amount Awarded



FY2026 Grant Application – Executive Summary Page 1 of 8

Project Effectiveness and Efficiency

Describe the degree to which the project promotes waste reduction or recycling, or results in an environmental benefit to solid waste management throughout the proposed process.

Describe how the project relates to the conformance with the integrated waste management hierarchy as described in the Missouri Policy on Resource Recovery.



FY2026 Grant Application – Executive Summary Page 2 of 8

Project Effectiveness and Efficiency *Continued*

Clearly explain the project goals and how they are achievable.

Explain how the amount of funding requested is reasonable in relation to the amount of and type of material to be diverted.

Describe what other costs (if any), outside of this funding request, are expected; and how those will be covered.



FY2026 Grant Application – Executive Summary Page 3 of 8

Organizational Capacity

Performance Rating

If previous grantee – Describe your past performance including timeliness of quarterly reporting, financial management, and technical ability to complete the tasks as anticipated.

If new applicant – Attach at least one letter of recommendation describing your capability to carry out the proposed project.

Objectives and Diversion Goals

If previous grantee – Describe how previous tonnage diversion goals and objectives were achieved or exceeded; or what struggles kept you from meeting the target goal and objectives.

If new applicant – Attach at least one letter of support from an organization or individual who will be participating this the project.



FY2026 Grant Application – Executive Summary Page 4 of 8

Organizational Capacity *Continued*

Describe the managerial, operational, and/or technical capabilities of key project personnel (resumes may be attached).

Describe the evaluation procedures that will be used to qualitatively measure the success of the project.



FY2026 Grant Application – Executive Summary Page 5 of 8

Long Term Effect

Describe how this project is designed to stand alone at some point after completion, even without support of the District.

Describe how this project will focus on an unmet need. Examples – low service provider area, new targeted clientele, new targeted items, landfill banned items, hard to recycle items, etc.

Describe the continued availability of feedstock or materials to be recycled; how you have secured adequate sources to recover the anticipated volume of materials.



FY2026 Grant Application – Executive Summary Page 6 of 8

Community Impact

Describe the degree to which the project contributes to community-based economic development.

Describe the transferability of results; the extent to which the success of this project may be applied elsewhere in the District.



FY2026 Grant Application – Executive Summary Page 7 of 8

Community Impact *Continued*

Describe the educational impact within the community.

Describe cooperative efforts to work with or partner with other organizations in the District.



FY2026 Grant Application – Executive Summary Page 8 of 8

Summarize other procedures/strategies, activities, qualifications, or anticipated outcomes you feel would be relevant and beneficial for the Region M Board and Review Committee to consider when evaluating the proposed project.



Region M Waste Management District

1801 W 32nd Street, Suite C.214 – Joplin, MO 64804

Phone: 417-317-5021 | Web: www.RegionM.org

FY2026 Grant Application – Budget Document

Line Item	Category	Qty	Price	Total
Total Budget (Should Match Total Funding Requested)				\$

Attach quotes or sources of reasonable pricing along with this application. Quotes are required for line items \$1,000.00 or more.



Region M Waste Management District

1801 W 32nd Street, Suite C.214 – Joplin, MO 64804

Phone: 417-317-5021 | Web: www.RegionM.org

FY2026 Grant Application - Timetable/Work Plan

List tasks involved (Example: request bids, place equipment, community survey, etc.).

Task #1 _____

Task #2 _____

Task #3 _____

Task #4 _____

Task #5 _____

Task #6 _____

Task #7 _____

Task #8 _____

Place a X in the timetable cells showing when tasks would be active and completed.

Month:	Jul 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026
Task #1													
Task #2													
Task #3													
Task #4													
Task #5													
Task #6													
Task #7													
Task #8													
Task #9 Request Reimbursements		X	X	X	X	X	X	X	X	X	X	X	X
Task #10 Submit Quarterly & Final Reports				X			X			X			X



FY2026 Grant Application - Signature Page

Project Reporting Requirements:

If approved for funding as a FY2026 Region M Grantee, we subsequently agree to furnish Waste Diversion, Waste Reduction, Quarterly Reports, and/or any other information relevant to the project objective for the length of the project or other dates as specified by Region M Waste Management District Board of Directors and/or staff.

Region M FY2026 Grant Cycle – 5 Year Reporting Requirement:

The Grantee hereby agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under the agreement during the term of this agreement, and for five years thereafter. The Grantee shall annually submit a statement as provided by the District certifying the use(s) of said equipment is for project activities.

Project Income:

We agree that if there is any project income, it is to be reinvested in the project.

Security Interest Agreement:

The Grantee will grant to Region M and/or its successors a security interest in all equipment purchased by the Region M Grantee for \$5,000 or more, in whole or in part, with grant funds received from Region M. Region M staff will file UCC-1 with the state of Missouri.

The security interest in equipment owned by the Region M Grantee shall be equivalent to the amount of funding provided by Region M for the purchase of the equipment.

Unless the MDNR Waste Management Program or Region M notifies the Grantee in writing of a material breach of the FAA or any documents incorporated herewith, the Region M security interest in the equipment shall remain in effect for a period of five years, beginning one year from the date of purchase shown on the equipment purchase invoice. For this five-year period, the Region M security interest shall remain 100% of the amount of funding provided by Region M for the purchase of equipment.

This replaces Missouri Department of Natural Resources Solid Waste Management Program General Terms & Conditions Section 1.M.3.b.ii. Refer to the Department of Natural Resources' (DNR) Waste Management Program (WMP) General Terms and Conditions (G.T. & C.) sections 1.M.3. and 1.N.3. for security interest details.

I (We) hereby certify that the information provided in this FY2026 Grant Application is true and correct. We agree to the 5-Year Reporting Requirement and the Security Interest Agreement.

Signature of Authorized Official

Date

Printed Name

Apply for a Board / Commission

Thank you for your consideration in serving our community. This questionnaire will provide the City Council some background on your interest and reasons for seeking to serve.

Select Desired Board:	Planning and Zoning
Name	Bobbi Lee
Address Line 1	1408 Fairmont Dr.
Address Line 2	-
City	Neosho
State	MO
Zip Code	64850
Phone	573-421-8848
Email	Fuzzilee@hotmail.com
Why do you want to serve on this board?	I genuinely care about Neosho and am passionate about seeing it move forward in a positive and safe manner.
Have you dealt with this specific Board before?	I don't believe so. In the past I started a business out of one of my former homes. I know I approached city council about this. I don't believe the board was involved with this.
Have you attended any Board meetings for this Board?	No.
What would you like to accomplish if you are appointed to this Board?	Positive growth and development for Neosho and its citizens.
Please respond by:	Email

**Neosho Missouri
FY2024
1% Sales Tax**

	Actual Receipts										Monthly				
									% of total by month		Prior Year Variance	2025 Budget spread by monthly %	2025 Over Budget spread by month	% over budget	
	2018	2019	2020	2021	2022	2023	2024	5-year average		2025					
October	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	328,442.20	289,445.33	266,938.49	0.0828	282,249.34	-2.49%	\$ 256,135.83	26,113.51	10.20%	
November	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	248,169.55	227,041.28	0.0704	291,875.42	17.61%	\$ 217,853.21	74,022.21	33.98%	
December	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	302,981.64	327,500.84	290,484.04	0.0901	286,765.88	-12.44%	\$ 278,728.53	8,037.35	2.88%	
January	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	287,789.83	285,823.50	250,554.19	0.0777	261,716.75	-8.43%	\$ 240,414.59	21,302.16	8.86%	
February	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	290,446.37	308,052.90	261,000.74	0.0810			\$ 250,438.37			
March	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	297,908.97	262,177.71	265,450.20	0.0824			\$ 254,707.77			
April	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	281,370.48	244,178.99	251,359.48	0.0780			\$ 241,187.29			
May	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	252,687.93	294,328.49	244,649.95	0.0759			\$ 234,749.28			
June	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	317,144.28	284,673.29	298,307.84	0.0926			\$ 286,235.70			
July	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	306,179.44	297,454.40	292,927.45	0.0909			\$ 281,073.05			
August	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	276,751.20	272,445.40	0.0845			\$ 261,419.88			
September	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	310,468.00	305,515.30	301,715.55	0.0936			\$ 289,505.51			
	\$ 2,690,834.66	\$ 2,645,088.63	\$ 2,779,128.24	\$ 3,025,429.43	\$ 3,344,281.57	\$ 3,541,462.38	\$ 3,424,071.50	\$ 3,222,874.62	100.00%	\$ 1,122,607.39		\$ 3,092,449.00			
YTD Variance	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-3.31%			-2.46%		\$ 3,092,449.00	13.04%		
												Budget YTD ↑			
												-63.70%			
												YTD Budg Var ↑			

Neosho Missouri
FY2024
1% Sales Tax

	2018	2019	2020	2021	2022	2023	2024	2025	% Over/(Under) Prior Year	2025 Budget/12 Mo.	% Over/(Under) 2025 Budget
October	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	328,442.20	289,445.33	282,249.34	-2.49%	257,704.08	9.52%
November	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	248,169.55	291,875.42	17.61%	257,704.08	13.26%
December	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	302,981.64	327,500.84	286,765.88	-12.44%	257,704.08	11.28%
January	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	287,789.83	285,823.50	261,716.75	-8.43%	257,704.08	1.56%
February	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	290,446.37	308,052.90			257,704.08	
March	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	297,908.97	262,177.71			257,704.08	
April	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	281,370.48	244,178.99			257,704.08	
May	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	252,687.93	294,328.49			257,704.08	
June	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	317,144.28	284,673.29			257,704.08	
July	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	306,179.44	297,454.40			257,704.08	
August	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	276,751.20			257,704.08	
September	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	310,468.00	305,515.30			257,704.08	
	\$ 2,690,834.66	\$ 2,645,088.63	\$ 2,779,128.24	\$ 3,025,429.43	\$ 3,344,281.57	\$ 3,541,462.38	\$ 3,424,071.50	\$ 1,122,607.39		\$ 3,092,449.00	-63.70%
YTD Variance	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-3.31%	-2.46%			

Neosho Missouri
FY2024
1/2% Public Safety Sales Tax

	Receipts 2021	Receipts 2022	Receipts 2023	Receipts 2024	Receipts 2025	% Over/(Under) Prior Year	2025 Budget/12 Mo.	% Over/(Under) 2025 Budget
October	-	128,640.50	150,673.37	134,535.71	135,651.77	0.83%	128,852.08	5.28%
November	7,491.76	110,632.28	131,040.90	118,733.54	136,331.36	14.82%	128,852.08	5.80%
December	100,134.22	153,574.02	145,852.28	154,253.84	135,936.76	-11.87%	128,852.08	5.50%
January	108,995.23	114,107.06	139,322.03	138,587.69	126,125.62	-8.99%	128,852.08	-2.12%
February	107,444.28	139,564.14	141,190.18	148,123.60	-		128,852.08	
March	131,322.49	118,450.88	137,180.76	127,754.42	-		128,852.08	
April	104,230.71	134,424.40	136,240.22	117,341.73	-		128,852.08	
May	117,689.02	108,276.43	117,587.34	137,650.78	-		128,852.08	
June	146,068.03	159,824.52	152,586.80	139,505.99	-		128,852.08	
July	136,400.20	141,861.49	146,668.42	138,845.19	-		128,852.08	
August	116,259.78	143,452.74	145,399.16	130,894.40	-		128,852.08	
September	138,586.81	151,978.14	150,701.09	144,128.44	-		128,852.08	
	<u>\$ 1,214,622.53</u>	<u>\$ 1,604,786.60</u>	<u>\$ 1,694,442.55</u>	<u>\$ 1,630,355.33</u>	<u>\$ 534,045.51</u>		<u>\$ 1,546,225.00</u>	
YTD Variance	100.00%	32.12%	5.59%	-3.78%	-2.21%			