NOTICE OF OPEN MEETING

Posted 5:00 p.m., January 31, 2025

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, February 4, 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 21, 2025 Open Session Council Minutes
2. Closed Minutes
3. Bill No. 2025-02: Goins Enterprises Agreement for Concrete On-Call Services
4. Bill No. 2025-03: Amending Chapter 120 Finances, section 120.130
5. Bill No. 2025-04: Amending Chapter 120 Finances section 120.235
6. Bill No. 2025-05: Amending Section 125.110 of City Code Parks and Recreation Board

VISITOR'S BUSINESS

CORRESPONDENCE

1. Thank you to Public Works for Snow Removal

BIDS

1. Golf Course Irrigation
2. Golf Course Irrigation Equipment Bid

NEW BUSINESS

1. Bill No. 2025-06: Transfer of City Property to Omega Twin River Holdings LLC_Property located at the entrance to the Rocketdyne Property
2. Bill No. 2025-07: Contract with Tristate Family YMCA Youth Baseball/Softball
3. Bill No. 2025-08: Contract with Tristate Family YMCA Youth Soccer Program
4. Bill No. 2025-09: Annexation of 509 Cemetery Road
5. Bill No. 2025-10: Change Order to Agreement for Construction Services with Jeff Asbell Excavating and Trucking, Inc.
6. Bill No. 2025-11: Surplus Parks Department Tractor

7. Resolution Bill No. 2025-03: Contract with Marion Company LLC for Golf Course Irrigation Project
8. Approval to Apply for MoDOT Hazardous Moving and Driving While Intoxicated Grants
9. Purchase of Two Police Sedans
10. Renewal of the T-37 Jet Static Display

REPORT OF CITY OFFICERS

APPOINTMENTS AND VACANCIES

1. **1. Board of Adjustments**

Request for Reappointment - Bret Smith

CLOSED SESSION

1. Section 610.021 (1) RSMo,...Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.
   Section 610.021 (2) RSMo…Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore.

ADJOURN

Representatives of the news media may obtain copies of this notice by contacting Cheyenne Wright, City Clerk, 203 E. Main, Neosho, Missouri (417-451-8050). Meeting agenda posted in the Water Department located at 203 East Main Street, Neosho, MO and outside the City Council Chambers entrance also located at 203 East Main Street, Neosho, MO.

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.

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.

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.

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

APPROVED

NEOSHO CITY COUNCIL

Mayor

ATTEST

City Clerk

Minutes of Closed Session of the
Council of the City of Neosho, Missouri
Date: February 20, 2024

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on February 20, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Charles Collinsworth, Richard Davidson, Ashton Robinson, Angela Thomas, Julie Humphrey and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Jordan Paul, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss litigation matters pursuant to the provisions of § 610.021(1) RSMo.
The meeting was called to order at: 8:29 p.m.

ITEM #1:
A general discussion was held regarding the TDD Taxing District.

Councilman Collinsworth made a motion to approve the city manager to speak to the Neosho School District about mutually filing an injunction to prevent abolishment of the TDD and authorize the city attorney to file on behalf of the City with the School District.

Roll Call Vote:
Carl Cobb – Yes
Charles Collinsworth – Yes
Richard Davidson – Yes
Julie Humphrey – Yes
Ashton Robinson – Yes
Angela Thomas – Yes
Tom Workman – Yes
Passed.

With no further business, Motion was made by Councilwoman Thomas; Second by Councilwoman Humphrey to go out of Closed Session and adjourn all members voting in favor of adjournment.

The meeting was adjourned at: 10:07 p.m.

_____
Mayor

_____
Name / Recording Secretary

_____
City Attorney

Minutes of Closed Session of the
Council of the City of Neosho, Missouri
Date: August 9, 2024

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on August 20, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.
Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey, Charles Collinsworth, Angela Thomas, and Tom Workman.
Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.
The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of Section 610.021 (1) RSMo,...Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys and
The meeting was called to order at 3:02 p.m.

ITEM #1:
Under Section 610.021(1) A general discussion was held regarding Big Whiskey's Property.

Councilwoman Thomas made a motion to approve the city manager to offer between $35,000.00 and $50,000.00 if they agree on the water suppression line.

Roll Call Vote:
Collinsworth – No, Davidson – No, Humphrey – No, Robinson – No, Workman – No, Cobb – No, and Thomas - No
Motion Failed.

Mayor Davidson moved to approve a $25,000.00 reimbursement for the sewer improvements/extension that have already been done with the condition for the water suppression system to be installed in the Blue Oak Investment Property by June 1, 2025, and that an answer on moving forward must be made within 7 days; Councilman Cobb seconded.

Roll Call Vote:
Collinsworth – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, and Thomas - Yes
Motion Passed.

With no further business, a Motion was made by Councilwoman Thomas; Second by Councilwoman Workman to go out of Closed Session.

Roll Call Vote:
Collinsworth – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, and Thomas - Yes
Motion Passed.

The meeting was adjourned at 4:02 p.m.

_____
Richard Davidson, Mayor

_____ _____
Derek Snyder, City Attorney Cheyenne Wright, City Clerk

Minutes of Closed Session of the
Council of the City of Neosho, Missouri
Date: October 1, 2024

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on October 1, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey, Charles Collinsworth, Angela Thomas, and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of Section 610.021 (1) RSMo,...Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys and

The meeting was called to order at 8:15 p.m.

ITEM #1:
Under Section 610.021(1) A general discussion was held regarding the mediation with Scott Maness, previous employee.

Mayor Davidson made a motion to approve the city paying the $10,000.00 deductible and authorizing MIRMA to go up to $25,000.00 for settlement during the scheduled mediation; Councilwoman Thomas seconded.

Roll Call Vote:
Collinsworth – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, and Thomas - Yes
Motion Passed.

With no further business, a Motion was made by Councilman Humphrey; Second by Councilwoman Workman to go out of Closed Session.

Roll Call Vote:
Collinsworth – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, and Thomas - Yes
Motion Passed.

The meeting was adjourned at 8:22 p.m.

_____
Richard Davidson, Mayor

_____ _____
Derek Snyder, City Attorney Cheyenne Wright, City Clerk

City of Neosho CITY COUNCIL AGENDA ITEM

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.

COUNCIL BILL NO.2025-02 ORDINANCE NO. 591-2025

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. Contactor 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/sovimmunity.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

City of Neosho CITY COUNCIL AGENDA ITEM

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.

COUNCIL BILL NO. 2025-03 ORDINANCE NO. 592-2025

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

City of Neosho CITY COUNCIL AGENDA ITEM

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.

COUNCIL BILL NO. 2025-04 ORDINANCE NO. 593-2025

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

City of Neosho CITY COUNCIL AGENDA ITEM

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.

COUNCIL BILL NO. 2025-05 ORDINANCE NO. 594-2025

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

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Golf Course Irrigation

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:
1. Golf Course Irrigation Bid for Labor

PURPOSE:
Approve a bid from CSG for the installation of new irrigation system.

BACKGROUND:
The city sought bids to install a new irrigation system at the Golf Course. These bids were sent to area and regional vendors and the city only received one back, CSG. I have spoken with CSG and Maxim regarding the bid and both have agreed it is acceptable to proceed with CSG as the contractor.

RECOMMENDATION:
Approve the bid as submitted from CSG for the irrigation system work needed at the golf course.

BID FORM

Description: (To be completed by bidding party)

All Labor per Bid Scope (Materials to be Supplied by Owner): $92,295.00

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

F.O.B. Neosho, MO
Projected Shipping Date: TBD

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: Marion Company, LLC (CSG)

ADDRESS: 12451 Highway 59 | Neosho, Missouri 64850

PHONE: 417.451.5743

EMAIL: tyler.marion@marionllc.net

BY:

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 **Friday, January 24, 2025 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: Neosho Golf Course Irrigation Project

Please label the envelope: Neosho Golf Course Irrigation Bid Opening January 24, 2025 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Bryan Minnis, Golf Course Manager, at bryanm@maxim.golf or 785-766-5208.

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. There will be a mandatory pre bid meeting January 16, 2025 at 1850 Clubhouse Road, Neosho, MO at 10 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 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. 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 City Code that 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 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 Workers 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,

David Kennedy
City Manager

BID SPECIFICATIONS:

Project Overview: The irrigation infrastructure at Neosho Golf Course is starting to reach its limit and needs upgrading. The scope of this project is to be completed in two phases. Phase one will happen in the early spring of 2025 and consist of irrigation head replacement on holes 11 – 18, putting green, driving range tee and hole number 1 and we will also be installing a computer to operate the irrigation of the back 9 holes. Phase two will happen in the spring of 2026 and consist of irrigation head replacement for holes 2 – 9 and hole 10. The computer that will be installed in 2025 will be able to operate the new heads on the front 9 in 2026.

Scope of the project: Contractor will be selected and will be responsible for the irrigation head installation and the digging up and removal of the old irrigation heads. The new heads will be installed with new swing joints. The contractor will also be responsible for installing a 500 station Hunter irrigation controller and running new wire throughout the golf course so the system can be run from a computer. All new heads will be Hunter heads. The old heads that are dug up will be discarded unless they are a newer style head then those will be kept and stored at the maintenance facility for future use and repair. All current piping that is in the ground will be left and not replaced, only the heads will be replaced for this project.

Summary: We will ask for a bid covering just over 300 Hunter series sprinkler heads, wiring to cover all the back nine, 500 station control panel with radio communication, 300 swing joints, maintenance radio walkie talkie, Hunter support network, in line surge protector, grounding plates, grounding rods, and irrigation computer that will be in the shop.

The completion of this project will enable the Neosho Golf Course to water more efficiently and will save us water. This project will also save wear and tear on the pump station since everything on the back nine will be run by a computer program that will control the amount of flow going out on the golf course.

There will be mandatory pre bid meeting at 1850 Clubhouse Road, Neosho, Mo January 16, 2025 at 10:00 a.m.

Equipment Schedule:

Note:
This bid should include the start date for this project.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Golf Course Irrigation Equipment Bid

ORIGINATING DEPARTMENT: City Manager
ATTACHMENT:

1. **Golf Course Irrigation Equipment Bid**
2. **Neosho Golf Irrigation Bid (2)**

PURPOSE:
To approve a bid from OneSIte Landscaping for the irrigation equipment.

BACKGROUND:
The City sent out bids to install a new irrigation system at the golf course. CSG submitted a proposal for the labor to install all the equipment. A bid was also received from OneSite Landscaping for all the equipment needed for the project.

Statement from Maxim:
The Neosho golf course will be undergoing a two-year irrigation renovation starting this spring. Currently, we have two different styles of irrigation heads out in the field, Rain Bird and Hunter. Over the last couple of years, we have slowly started to change everything over to Hunter golf heads. These heads have been proven to work well with our system and are less expensive than the Toro and Rainbird irrigation heads.

This project will entail the replacement of every head from tee to green and the running of two wires from each head to the shop, so the irrigation system will be able to run off a new computer system. This will allow us to operate the system more efficiently and will allow us not to waste water. The computer will shrink our watering window, which will allow all, heads to run at night and not have to be running through the morning which interferes with golf.

Any heads that are currently in the ground that have been replaced in the last couple of years, those heads would become stock for us to have to fix any issues we would have down the road.

The budget for this project is $ 300,000.00, with both the materials and labor bid, the total for the irrigation replacement is $ 237,396.85.

RECOMMENDATION:
Approve the bid from OneSite Landscaping.

SiteOne LANDSCAPE SUPPLY
Stronger Together

January 14, 2025

City of Neosho
Neosho Golf Course Irrigation Project

Dear Purchasing Department,

Please see price proposal requested.

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	PILOT-CCS	Hunter Pilot Central Control Software and Documentation Programming Included	1	EA	9,750.458	9,750.46
2	PILOTMONITOR	2nd Monitor for Dual Monitors	1	EA	467.631	467.63
3	PILOT-FI-UHF	Field Integration Unit	1	EA	2,515.389	2,515.39
4	PILOT-DH500-UHF	500 Station UHF Radio Decoder Hub	1	EA	4,890.044	4,890.04
5	RA5M	Omni Directional Base Antenna Fiberglass 5Db Gain	1	EA	743.240	743.24
6	RG850NFNF	Rg8-50 50 Rg8 Cbl W/Conn. L	1	EA	311.301	311.30
7	TRNR	UHF Maintenance Radio Walkie Talkie	1	EA	1,682.295	1,682.30
8	ICDHP	Hunter Handheld Programmer for ICD	1	EA	741.816	741.82
9	HSNPILOT	Hunter Support Network	1	EA	3,062.502	3,062.50
11	PILOT-SG	Hunter Pilot In Line Surge Protector	60	EA	77.995	4,679.70
12	GRPA	4 in. x 96 in. Grounding Plate, Ground Rod 100 lb. of Power	1	EA	556.513	556.51
13	1820001C6	Grounding Rod with 15 ft. of 6 AWG Bare Wire 5/8 in. x 8 ft.	60	EA	58.186	3,491.16
14	184501	Highline Valve Box Round 10 in. Black Box/Green Lid Overlapping CV	60	EA	27.964	1,677.84
16	ID1RED	Hunter ID-1 Decoder Wire Red 14 Gauge Jacketed 2 Conductor Twisted 2,500 ft. (Sold per ft.)	17,500	FT	0.359	6,282.50

1385 East 36th Street, Cleveland, Ohio 44114
Phone: 216-706-9250 Fax: 248-581-1433 Email: bids@siteone.com

2-4 WKS

SiteOne LANDSCAPE SUPPLY

Stronger Together

17	ID1BLU	Hunter ID-1 Decoder Wire Blue 14 Gauge Jacketed 2 Conductor Twisted 2,500 ft. (Priced per ft.)	17,500	FT	0.359	6,282.50
19	GT880D25P8	Electric Integrated Pilot-100 Decoder Opposing Nozzles Full-Circle #25 Nozzle Valve-In-Head	300	EA	288.635	86,590.50
20	HSJ330212	Hunter HSJ Heavy-Duty Swing Joint 1-1/2 in. x 12 in. Mnpt Inlet x Male ACME Outlet	300	EA	36.178	10,853.40
22	475700SP	Hunter Rotor Tool Kit	1	EA	357.368	357.37
24	PT-DBRY-600-100	Pro-Trade DBRY Red/Yellow Gorilla Nut, 100 Pc Box	1	BX	165.690	165.69

Thank you so much,

Bids Department

$ 145,101.85

1385 East 36th Street, Cleveland, Ohio 44114
Phone: 216-706-9250 Fax: 248-581-1433 Email: bids@siteone.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326

CN117936603--GAW-24-25

CONTACT NAME: .....
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : N/A	N/A
INSURER B : Indemnity Ins Co Of North America	43575
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SiteOne Landscape Supply, LLC
300 Colonial Center Parkway, Suite 600
Roswell, GA 30076

COVERAGES **CERTIFICATE NUMBER:** ATL-005952208-01 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C72625328 (AOS)	12/23/2024	12/23/2025	X PER STATUTE ☐ OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH)	N / A		SCF C72625365 (WI)	12/23/2024	12/23/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Neosho
203 E. Main St.
Neosho, MO 64850

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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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 **Friday, January 24, 2025 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: Neosho Golf Course Irrigation Project

Please label the envelope: Neosho Golf Course Irrigation Bid Opening January 24, 2025 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Bryan Minnis, Golf Course Manager, at bryanm@maxim.golf or 785-766-5208.

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. There will be a mandatory pre bid meeting January 16, 2025 at 1850 Clubhouse Road, Neosho, MO at 10 a.m.

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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 City Code that 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 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.

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*City of Neosho Business License required
*W-9 Required
* Proof of Workers 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,

David Kennedy
City Manager

BID SPECIFICATIONS:

Project Overview: The irrigation infrastructure at Neosho Golf Course is starting to reach its limit and needs upgrading. The scope of this project is to be completed in two phases. Phase one will happen in the early spring of 2025 and consist of irrigation head replacement on holes 11 – 18, putting green, driving range tee and hole number 1 and we will also be installing a computer to operate the irrigation of the back 9 holes. Phase two will happen in the spring of 2026 and consist of irrigation head replacement for holes 2 – 9 and hole 10. The computer that will be installed in 2025 will be able to operate the new heads on the front 9 in 2026.

Scope of the project: Contractor will be selected and will be responsible for the irrigation head installation and the digging up and removal of the old irrigation heads. The new heads will be installed with new swing joints. The contractor will also be responsible for installing a 500 station Hunter irrigation controller and running new wire throughout the golf course so the system can be run from a computer. All new heads will be Hunter heads. The old heads that are dug up will be discarded unless they are a newer style head then those will be kept and stored at the maintenance facility for future use and repair. All current piping that is in the ground will be left and not replaced, only the heads will be replaced for this project.

Summary: We will ask for a bid covering just over 300 Hunter series sprinkler heads, wiring to cover all the back nine, 500 station control panel with radio communication, 300 swing joints, maintenance radio walkie talkie, Hunter support network, in line surge protector, grounding plates, grounding rods, and irrigation computer that will be in the shop.

The completion of this project will enable the Neosho Golf Course to water more efficiently and will save us water. This project will also save wear and tear on the pump station since everything on the back nine will be run by a computer program that will control the amount of flow going out on the golf course.

There will be mandatory pre bid meeting at 1850 Clubhouse Road, Neosho, Mo January 16, 2025 at 10:00 a.m.

Equipment Schedule:

Note:
This bid should include the start date for this project.

BID FORM

Description: (To be completed by bidding party)

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

F.O.B. Neosho, MO
Projected Shipping Date: 7-10 days ARO

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: SiteOne Landscape Supply

ADDRESS: 1385 East 36th St. Cleveland, OH 44114

PHONE: 216 706 9250

EMAIL: bids@SiteOne.com

BY: Rosalin Santiago Rosalin Santiago

Bid

Springfield MO #182
5236 S Campbell Ave
Springfield, MO 65810-2407
W: (417)881-6675

Bill To:

City of Neosho - Neosho Golf Club (#1248469)
203 E Main St
Neosho, MO 64850-1812
W: (417)451-8050 x105

Ship To:

City of Neosho - Neosho Golf Club (#1248469)
203 E Main St
Neosho, MO 64850-1812
W: (417)451-8050 x105

Created	Quote#	Due Date	Expected Award Date	Expiration Date
01/08/2025	7402194	01/08/2025	01/27/2025	01/27/2025

Printed	Job Name	Job Description	Job Start Date
01/09/2025 13:07:05	Back 9 and Range Irrigation		01/27/2025

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	PILOT-CCS	Hunter Pilot Central Control Software and Documentation Programming Included	1	EA	9,750.458	9,750.46
2	PILOTMONITOR	2nd Monitor for Dual Monitors	1	EA	467.631	467.63
3	PILOT-FI-UHF	Field Integration Unit	1	EA	2,515.389	2,515.39
4	PILOT-DH500-UHF	500 Station UHF Radio Decoder Hub	1	EA	4,890.044	4,890.04
5	RA5M	Omni Directional Base Antenna Fiberglass 5Db Gain	1	EA	743.240	743.24
6	RG850NFNF	Rg8-50 50 Rg8 Cbl W/Conn. L	1	EA	311.301	311.30
7	TRNR	UHF Maintenance Radio Walkie Talkie	1	EA	1,682.295	1,682.30
8	ICDHP	Hunter Handheld Programmer for ICD	1	EA	741.816	741.82
9	HSNPILOT	Hunter Support Network	1	EA	3,062.502	3,062.50
10					0.000	
11	PILOT-SG	Hunter Pilot In Line Surge Protector	60	EA	77.995	4,679.70
12	GRPA	4 in. x 96 in. Grounding Plate, Ground Rod 100 lb. of Power	1	EA	556.513	556.51
13	1820001C6	Grounding Rod with 15 ft. of 6 AWG Bare Wire 5/8 in. x 8 ft.	60	EA	58.186	3,491.16
14	184501	Highline Valve Box Round 10 in. Black Box/Green Lid Overlapping CV	60	EA	27.964	1,677.84
15					0.000	
16	ID1RED	Hunter ID-1 Decoder Wire Red 14 Gauge Jacketed 2 Conductor Twisted 2,500 ft. (Sold per ft.)	17,500	FT	0.359	6,282.50
17	ID1BLU	Hunter ID-1 Decoder Wire Blue 14 Gauge Jacketed 2 Conductor Twisted 2,500 ft. (Priced per ft.)	17,500	FT	0.359	6,282.50
18					0.000	
19	GT880D25P8	Electric Integrated Pilot-100 Decoder Opposing Nozzles Full-Circle #25 Nozzle Valve-In-Head	300	EA	288.635	86,590.50
20	HSJ330212	Hunter HSJ Heavy-Duty Swing Joint 1-1/2 in. x 12 in. Mnpt Inlet x Male ACME Outlet	300	EA	36.178	10,853.40
21						
22	475700SP	Hunter Rotor Tool Kit	1	EA	357.368	357.37
23					0.000	
24	PT-DBRY-600-100	Pro-Trade DBRY Red/Yellow Gorilla Nut, 100 Pc Box	1	BX	165.690	165.69

Total Price: $ 145,101.85

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.

Local tax may differ based on locations and local codes.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Bill No. 2025-06: Transfer of City Property to Omega Twin River Holdings LLC_Property located at the entrance to the Rocketdyne Property
ORIGINATING DEPARTMENT: City Manager
ATTACHMENT:

1. **Bill No. 2025-06 Omega Twin River Holdings - surplus property**
2. **Real Estate Purchase Contract and Quit Claim Deed_Omega Twin Rivers Holdings LLC**

PURPOSE:
Relinquish a parcel of property donated to the City of Neosho back to the property owner.

BACKGROUND:
The City obtained a parcel of property to display an airplane at the old Premier Turbine Property. This project was never completed, and the property is no longer needed by the city, the property will be transferred to the current owner, Omega Twin River Holdings, LLC.

RECOMMENDATION:
To accept the deed as presented and authorize the Mayor to execute it.

AN ORDINANCE of the City of Neosho, Missouri, approving a Real Estate Purchase Contract with the Omega Twin River Holdings, LLC, a Missouri limited liability company, for the purpose to transfer real property to be declared surplus.

WHEREAS, a Quit-Claim Deed dated September 5, 2003, being recorded in Book 352, Page 11309, conveyed a certain tract of real property with Premier Turbines as Grantor and the City of Neosho as Grantee; and

WHEREAS, the City Council has determined said certain tract of real property surplus and that said property should revert back to the successor in interest of adjoining real property, that successor being Omega Twin River Holdings, LLC.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Neosho, Missouri, as follows:

Section 1: The City of Neosho, Missouri, hereby approves the Real Estate Purchase Contract by and between the City of Neosho and Omega Twin River Holdings, LLC, to transfer and convey the surplus real property as described in said Contract, a true and accurate copy of said Contract being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor shall be authorized and directed to execute said Contract by and on behalf of the City of Neosho and authorized and directed to close the purchase of property and transfer of surplus property described therein, in accordance with said Contract, and to execute all necessary documents to effectuate the same.

Section 3: This Ordinance shall be in full force upon November ____, 2025, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ___ day of January, 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

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REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract ("this Agreement") is entered into this _____ day of _____ 2025 ("the Effective Date"), by and between **City of Neosho, Missouri, a Missouri Municipal Corporation** ("Seller"), and the **Omega Twin River Holdings, LLC, a Missouri limited liability company** ("Buyer"), and with Seller and Buyer being referred to collectively as "Each Party" or "the Parties" from time to time.

R E C I T A L S :

A. Buyer desires to purchase from Seller the following:

(i) that certain real property located in Newton County, Missouri, more particularly described in paragraph 1 ("the Land");

(ii) all existing improvements located thereon, including all permanently attached equipment and fixtures ("the Improvements"); and

(iii) all rights, privileges, and easements appurtenant thereto ("the Benefits").

The Land, Improvements, and Benefits are hereinafter collectively called "the Property".

B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY.

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

A part of Section 3, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at an iron pin at the intersection of the centerlines of Doniphan Drive and Williams Avenue said point lying 839.77 feet West and 4505.47 feet North of the Southeast corner of section 10, Township 24 North, Range 32 West, Newton County, Missouri; thence N30°59'35"E, 1680.99 feet with the centerline of Doniphan drive; thence S59°12'03:E, 50.00 feet to the East right of way line of Doniphan Drive and point of beginning; thence N30°59'35"E, 100.00 feet with said right of way; thence S59°12;03:E, 100.00 feet; thence S30°59'35"W, 100.00 feet; thence N59°12'03"W, 100.00 feet to the point of beginning, containing 0.23 acres, more or less. Subject to any easements or rights of way of record.

2. PURCHASE PRICE. The total purchase price for the Property ("the Purchase Price") shall be the sum of **ONE NO/100 DOLLAR ($1.00)**, payable as follows:

2.1 Earnest Money Deposit. Intentionally omitted.

2.2 Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the purchase price in cash or other immediately available funds.

3. CLOSING. Title shall be conveyed by Quit-Claim Deed executed by the Seller upon the execution of the Contract and payment of the purchase price.

4. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

4.1 At closing, Buyer shall do the following:

4.1.1 Tender payment of the Purchase Price.

4.1.2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

4.2 At closing, Seller shall do the following:

4.2.1. Duly execute, acknowledge, and deliver to Buyer, a Quit-Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges, and encumbrances.

4.2.2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

5. REPRESENTATIONS/WARRANTIES.

5.1 Buyer covenants and represents to Seller, which covenants shall be true and accurate at the time of closing, as follows:

5.1.1 Buyer is a Missouri limited liability company, and is possessed and vested with full power and authority to enter into and consummate this Contract and to perform Buyer's obligations hereunder.

5.1.2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

5.2 Seller covenants, represents, and warrants to Buyer, as follows:

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5.2.1 Seller is a Missouri Municipal Corporation, and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

5.2.2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

5.2.3. Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

5.2.4 There are no rights or claims of parties in possession not shown by the public records.

5.2.5 There are no easements, or claims of easements, not shown by the public records.

5.2.6 There are no encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property.

5.2.7 There is no lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5.2.8 There are no taxes or special assessments which are not shown as existing liens by the public records.

6. DISCLOSURES.

6.1 Statutory Disclosures.

6.1.1 Methamphetamine (Sec. 442.606, RSMo.). Seller affirmatively represents to Buyer that Seller has no knowledge of the Property being used as a site for methamphetamine production or as the place of residence of a person convicted of a crime involving methamphetamine or a derivative controlled substance related thereto.

6.1.2 Lead-Based Paint. Seller affirmatively represents to Buyer that the Property does not include a residential dwelling built prior to 1978.

6.1.3 Waste Disposal Site or Demolition Landfill (Sec. 260.213, RSMo.). Seller affirmatively represents to Buyer that Seller has no knowledge of the Property being used as a solid waste disposal site or demolition landfill.

6.1.4 Radioactive or Hazardous Materials (Sec. 442.055, RSMo.). Seller

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affirmatively represents to Buyer that Seller has never received a report stating affirmatively that the Property has ever been contaminated with radioactive material or other hazardous material.

7. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Quit-Claim Deed.

8. PERMITTED EXCEPTIONS. The Property shall be conveyed subject to the following permitted exceptions ("the Permitted Exceptions"):

8.1 Right-of-way and easements, public or private, of record;

8.2 Zoning ordinances in effect at the date of the signing of this contract; and

8.3 General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be the responsibility of the Buyer.

9. INSPECTIONS.

9.1 Right of Entry. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9.2 Improvements.

9.2.1 Seller agrees that all improvements now on the above-described real estate parcels shall be delivered to Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, Seller shall forthwith give Buyer written notice thereof; and Buyer, at its election, may void this contract by giving written notice thereof to Seller within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9.2.2 Objections. Buyer shall furnish a complete copy of all written inspection reports to Seller with a written list of all unacceptable conditions ("the Inspection Notice"), within 60 days after the Effective Date ("the Inspection Period"). If Seller has not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any such inspections; however, this will not relieve Seller of any liability pursuant to the representations and warranties made in paragraphs 5 and 6 herein. If a timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller (prior

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to Closing, unless otherwise specified); or (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. If this Contract is not terminated as provided above, Seller shall have 14 days after Seller's receipt of the Inspection Notice ("the Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. If Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary adjustment at Closing. The parties shall have an additional 7 days after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated.

10. CLOSING COSTS. Seller shall pay recording Costs.

11. POSSESSION. Seller shall deliver possession to Buyer at Closing.

12. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

13. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

14. 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.

15. ASSIGNMENT. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of both parties.

16. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

17. 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.

18. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

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20. 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

21. HOLD HARMLESS AND INDEMNIFICATION.

21.1 General Indemnity. Each party hereby agrees to hold the other party harmless against and indemnify them from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expenses, arising from any dispute between the parties related to this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the other party, its agents or employees. This provision shall survive termination or expiration of this Agreement.

21.2 Seller Indemnity for Post-Closing Possession. For the period between the Closing Date and Seller's delivery of possession to Buyer, to the fullest extent permitted by law, Seller agrees to indemnify and hold harmless Buyer, its Council, officers, agents, employees, and contractors, 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 Buyer or others, arising from or related to the Property. Seller shall not be liable for any loss or damage attributable solely to the negligence of Buyer.

22. INSURANCE. For the period between the Closing Date and Seller's delivery of possession to Buyer, Seller 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 Commercial General Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, 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/sovimmunity.php). The foregoing shall not be construed as a waiver of sovereign immunity.

23. 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.

24. 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.

25. NO 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.

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26. 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 hereunto set their hands to this Contract, the day and year first above written.

SELLER
City of Neosho, Missouri
a Missouri Municipal Corporation

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

BUYER
Omega Twin River Holdings, LLC
a Missouri Limited Liability Company

Signed by:
David Papen
A292E6CD49D9468...
David Papen, Member

1/30/2025

QUIT-CLAIM DEED

THIS INDENTURE, Made on the _____ day of _____, 2025, by and between **City of Neosho, a Missouri municipal corporation**, of the State of Missouri, Party of the First Part, **"Grantor",** and **Omega Twin River Holdings, LLC, a Missouri limited liability company,** Party of the Second Part, **"Grantees"**. (Mailing address of said Grantee is 318 E. Spring St. Neosho, Missouri, 64850).

WHEREAS, a Quit-Claim Deed dated September 5, 2003, being recorded in Book 352, Page 11309, conveyed a certain tract of real property with Premier Turbines as Grantor and the City of Neosho as Grantee; and

WHEREAS, pursuant to Ordinance NO. _____, the City Council did determine a certain tract of real property surplus and that said property should revert back to the successor in interest of adjoining real property, that successor being Omega Twin River Holdings, LLC.

WITNESSETH, that the said Party of the First Part, in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION ($1.00) to it paid by the said Parties of the Second Part (the receipt of which is hereby acknowledged) do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said Parties of the Second Part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Newton, and State of Missouri, to wit:

A part of Section 3, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at an iron pin at the intersection of the centerlines of Doniphan Drive and Williams Avenue said point lying 839.77 feet West and 4505.47 feet North of the Southeast corner of section 10, Township 24 North, Range 32 West, Newton County, Missouri; thence N30°59'35"E, 1680.99 feet with the centerline of Doniphan drive; thence S59°12'03:E, 50.00 feet to the East right of way line of Doniphan Drive and point of beginning; thence N30°59'35"E, 100.00 feet with said right of way; thence S59°12;03:E, 100.00 feet; thence S30°59'35"W, 100.00 feet; thence N59°12'03"W, 100.00 feet to the point of beginning, containing 0.23 acres, more or less. Subject to any easements or rights of way of record.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Parties of the Second Part and unto their heirs and assigns forever; so that neither the said Party of the First Part nor its successors nor any other person or persons, for it or in its' name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its' hand and seal the day and year above written.

City of Neosho

_____

By: Richard Davidson, Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF NNEWTON)

On this _____ day of _____, 2025, before me, a Notary Public, personally appeared Richard Davidson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Mayor and under authority of the governing body of the City of Neosho.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____

Notary Public

My commission expires:

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Bill No. 2025-07: Contract with Tristate Family YMCA Youth Baseball/Softball

ORIGINATING DEPARTMENT: Parks and Recreation Department
ATTACHMENT:

1. **Bill No. 2025-07 Authorizing license agreement with Tri-State Family YMCA RE Morse Park youth soccer baseball softball**
2. **CON - YMCA License agreement RE morse park baseball fields-Revised-no tractor use concessions for storage**

PURPOSE:
Seek councils' approval to have the Tri-State Family Young Men's Christian Association continue to oversee and manage the operations of the Neosho youth baseball/softball program.

BACKGROUND:
The Tri-State Family Young Men's Christian Association have been in contract with the city of Neosho managing our sports program for our youth, the city wishes to continue this relationship and award another contract to manage the Neosho youth baseball/softball program.

RECOMMENDATION:
Staff recommends renewal of the contract with the Tri-State Family Young Men's Christian Association and authorize the Mayor to execute it.

AN ORDINANCE of the City of Neosho, Missouri, authorizing a License Agreement by and between the City of Neosho and Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of managing and operating a portion of the real property and improvements commonly known as Morse Park for a youth baseball and softball leagues; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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 Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of using a portion of the real property and improvements commonly known as Morse Park for youth baseball and softball leagues, 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 _____, 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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("this Agreement") is made and entered into this _____ day of February, 2025 ("the Effective Date"), by and between the City of Neosho, Missouri ("City"), and Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation ("Licensee"), and with City and Licensee being referred to collectively as "the Parties."

W I T N E S S E T H:

WHEREAS, City is the owner of real property and improvements, commonly known as Morse Park, Neosho, Missouri, hereinafter referred to as "the Park"; and

WHEREAS, Licensee desires to access and use the baseball fields, softball fields, concession stands, and restrooms at the Park, hereinafter referred to as "the Baseball Fields," for the purpose of operating youth baseball and softball leagues; and

WHEREAS, City agrees to allow Licensee to access and use the Baseball Fields at the Park for the purpose of operating youth baseball and softball leagues pursuant to the terms and conditions of this Agreement.

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 original term of this Agreement shall commence on the effective date, for a term of three (3) years, unless terminated as provided herein. At the end of the term, this Agreement shall be automatically renewed for a successive term of one (1) year, unless written notice is served by the City or Licensee at least thirty (30) days prior to the expiration of the term, with no more than two (2) total successive terms permitted.

2. License. City grants to Licensee a non-exclusive license to access and use the Baseball Fields at the Park for the purpose of operating youth baseball and softball leagues.

3. License Fee. Intentionally omitted.

4. Independent Licensee. This Agreement does not create an employer-employee relationship between the parties. Licensee is an independent Licensee and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Licensee is an independent Licensee 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. City's Responsibilities. During any league season, City agrees to:

a. Provide access to and use of the Baseball Fields, i.e. the baseball fields, softball fields, concession stands, and restrooms at the Park; and Licensee may use the concession stands for storage of materials and equipment. However, the Licensee agrees to release and hold the City harmless in any event that any materials and equipment belonging to Licensee but stored at the concession stands would be damaged or stolen. Furthermore, Licensee agrees that in the event any materials would become damaged or stolen, Licensee agrees that the provisions under paragraph 20. Hold Harmless and Indemnification, shall control and bind Licensee.

b. Provide water and electricity to the Baseball Fields.

c. At City's discretion, mow the Baseball Fields.

d. Provide Licensee with use of a dry line marker and chalk.

e. Subject to City's approval and sole discretion, allow Licensee to advertise and obtain sponsorships for any youth baseball and softball leagues, including but not limited to displaying sponsorship signs on the baseball field and softball field fencing.

6. Licensee's Responsibilities. Licensee agrees to:

a. Operate youth baseball and softball leagues.

b. Maintain and prepare the baseball and softball fields for use, including but not limited to, watering the fields, dragging the fields, chalking the fields, and installing/removing bases, mounds, etc.

c. Operate and maintain the concession stands, including any fixtures and appliances therein. The concession stands shall be cleaned after each use.

d. Clean the restrooms daily when the Baseball Fields are in use and provide the restrooms with at least one case of toilet paper and one case of paper towels per week.

e. Maintain and return all equipment in the condition received, excepting normal wear and tear.

f. Collect all trash and empty trash cans as needed. Full trash bags are to be placed as directed by the Parks Director.

g. Licensee acknowledges and agrees that it has an affirmative duty to inspect the Baseball Fields and any other City real or personal property used by Licensee. If Licensee becomes aware of any dangerous condition pertaining to said property, it shall immediately cease use of any such property and immediately notify City.

7. Costs and Payment. It is agreed by the Parties that Licensee will be compensated for the foregoing Scope of Services by being granted the exclusive right to assess fees to

participants of the youth baseball and softball leagues. This Agreement shall not create any financial obligation on the part of City. In no event will City be liable for overtime pay. Licensee will provide all labor, materials, and equipment, subject to City's Responsibilities in Section 5.

8. Micronesian Softball Tournament. Licensee acknowledges and agrees that the Micronesian community hosts an annual softball tournament during the first week of July and this Agreement will be subordinate to said tournament.

9. Fixtures and Alterations. City and Licensee agree that the property is licensed in an "AS IS" condition. Licensee shall not make or cause to be made any alterations, additions, or improvements, or install or cause to be installed any trade fixtures, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the property without first obtaining City's consent in writing. If this Agreement is terminated, any improvements made by Licensee will become the property of City, with no compensation of any kind owed to Licensee.

10. Damage or Destruction of the Property. In the event that the property is destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored, as determined at City's sole discretion, then this Agreement shall be automatically terminated.

11. 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.

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

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

14. 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.

15. Compliance with laws. Licensee 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.

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

17. 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.

18. Ethics. Licensee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Licensee, 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 Licensee, any fee, commission, gift, or contingent fee.

19. 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.

20. Hold Harmless and Indemnification. To the fullest extent permitted by law, Licensee agrees to defend with counsel selected by City, and indemnify and hold harmless City, its Council, officers, 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, related to this Agreement. Licensee 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, Licensee agrees that this indemnification requires Licensee to obtain insurance in amounts specified herein.

21. Insurance. Licensee shall during the entire term of this Agreement during the term of said license, keep in full force and effect policies of liability and property damage insurance with respect to the Property, including any businesses operating thereon, 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.. The policy 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/sovimmunity.php). The insurance shall be in an insurance company acceptable to City and a copy of the policy or a Certificate of Insurance shall be delivered to City upon execution of this Agreement and annually upon the anniversary of this effective date. If Licensee fails to obtain and maintain said insurance policies, City is entitled to purchase said policies and Licensee shall be liable for reimbursing City for payment of said policies, or at the City's option, the City may terminate this Agreement immediately, without delay.

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

City of Neosho, Missouri
ATTN: City Manager
203 E. Main St.
Neosho, MO 64850

Tri-State Family Young Men's Christian Association
Attn: CEO
4701 Chouteau St.
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.

23. 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.

24. Right of Entry. City shall have the right to enter the Baseball Fields at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as City may deem desirable, and City shall have the right to enter the Baseball Fields to conduct inspections as deemed necessary by City.

25. 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.

26. Termination. Either party may terminate this Agreement at any time, without cause, on thirty (30) days' notice to the other party. In the event of Termination, Licensee shall remove all of its equipment, materials, and other property by the end of the thirty (30) day period.

27. No 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.

28. 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

_____
Richard Davidson, Mayor

APPROVED AS TO FORM:

_____

ATTEST:

_____

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

TRI-STATE FAMILY YMCA

_____

By:
Its:

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Bill No. 2025-08: Contract with Tristate Family YMCA Youth Soccer Program
ORIGINATING DEPARTMENT: Parks and Recreation Department
ATTACHMENT:

1. **Bill No. 2025-08 Authorizing license agreement with Tri-State Family YMCA RE Morse Park youth soccer program**
2. **CON - YMCA License Agreement RE soccer-Revised**

PURPOSE:

To seek councils' approval for renewal of contract with the Tri-State Family Young Men's Christian Association to oversee and manage the city of Neosho's Youth Soccer program.

BACKGROUND:

The Tri-State Family Young Men's Christian Association, YMCA of Neosho have been in contract with the city of Neosho managing the youth Soccer program, the city wishes to continue this relationship for our community.

RECOMMENDATION:

Approve the contract with the Tri-State Family Young Men's Christian Association and authorize the Mayor to execute it.

AN ORDINANCE of the City of Neosho, Missouri, authorizing a License Agreement by and between the City of Neosho and Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of managing and operating a portion of the real property and improvements commonly known as Morse Park for a youth soccer program; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the License Agreement by and between the City of Neosho and Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of managing and operating a portion of the real property and improvements commonly known as Morse Park for a youth soccer program, 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of February, 2025, hereinafter referred to as "the effective date," by and between the City of Neosho, Missouri, hereinafter referred to as "City," and Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, hereinafter referred to as "Licensee," and with City and Licensee being referred to collectively as "the Parties."

W I T N E S S E T H:

WHEREAS, City is the owner of real property and improvements, commonly known as Morse Park, Neosho, Missouri;

WHEREAS, Licensee is a Missouri Non-Profit Corporation with youth sports facilities and programming.

WHEREAS, City desires to hire Licensee to manage and operate a portion of Morse Park for a youth soccer program pursuant to the terms and conditions of this Agreement; and

WHEREAS, Licensee desires be hired by City to manage and operate a portion of Morse Park for a youth soccer program pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. Term. The original term of this Agreement shall commence on the effective date, for a term of three (3) years, unless terminated as provided herein. At the end of the term, this Agreement shall be automatically renewed for a successive term of one (1) year, unless written notice is served by the City or Licensee at least thirty (30) days prior to the expiration of the term, with no more than two (2) total successive terms permitted.

2. License. City grants Licensee a non-exclusive license to access and use the real property and improvements commonly known as Morse Park, more specifically the soccer fields located between E Spring St and E McKinney St / Route 86, Neosho, Missouri, herein referred to as "the Property" for the purpose of managing and operating a youth soccer program.

3. License Fee. Intentionally omitted.

4. Independent Licensee. This Agreement does not create an employer-employee relationship between the parties. Licensee is an independent Licensee and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Licensee is an independent Licensee 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. City's Responsibilities. City agrees to diligently perform in a professional and workmanlike manner the following services:

a. City agrees to maintain the soccer fields, including mowing.

b. City agrees to provide soccer goals and nets.

6. Licensee's Responsibilities. Licensee agrees to diligently perform in a professional and workmanlike manner the following services:

a. Licensee agrees to provide all necessary personnel to manage and operate the youth soccer program, including coaches, referees, etc.

b. Licensee agrees to organize and market the youth soccer program, including sign ups, teams, practices, games, etc.

c. Licensee agrees to provide soccer equipment other than goals and nets, including balls, corner flags, pinnies, etc.

7. Costs and Payment. It is agreed by the Parties that Licensee will be compensated for the foregoing Scope of Services by being granted the exclusive right to assess fees to participants of the youth soccer program. This Agreement shall not create any financial obligation on the part of City. In no event will City be liable for overtime pay. Licensee will provide all labor, materials, and equipment.

8. Fixtures and Alterations. City and Licensee agree that the property is licensed in an "AS IS" condition. Licensee shall not make or cause to be made any alterations, additions, or improvements, or install or cause to be installed any trade fixtures, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the property without first obtaining City's consent in writing. If this Agreement is terminated, any improvements made by Licensee will become the property of City, with no compensation of any kind owed to Licensee.

9. Damage or Destruction of the Property. In the event that the property is destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored, as determined at City's sole discretion, then this Agreement shall be automatically terminated.

10. 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.

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

12. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this

Agreement and is the prevailing party, Licensee shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Licensee's reasonable attorney's fees and expenses.

13. 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.

14. Compliance with laws. Licensee 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.

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

16. 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.

17. Ethics. Licensee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Licensee, 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 Licensee, any fee, commission, gift, or contingent fee.

18. 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.

19. Hold Harmless and Indemnification. To the fullest extent permitted by law, Licensee agrees to defend with counsel selected by City, and indemnify and hold harmless City, its Council, officers, 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, related to this Agreement. Licensee 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, Licensee agrees that this indemnification requires Licensee to obtain insurance in amounts specified herein.

20. Insurance. Licensee shall during the entire term of this Agreement during the term of said license, keep in full force and effect policies of liability and property damage insurance with respect to the Property, including any businesses operating thereon, 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.. The policy 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/sovimmunity.php). The insurance shall be in an insurance company acceptable to City and a copy of the policy or a Certificate of Insurance shall be delivered to City upon execution of this Agreement and annually upon the anniversary of this effective date. If Licensee fails to obtain and maintain said insurance policies, City is entitled to purchase said policies and Licensee shall be liable for reimbursing City for payment of said policies, or at the City's option, the City may terminate this Agreement immediately, without delay.

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

City of Neosho, Missouri	Tri-State Family Young Men's Christian Association
ATTN: City Manager	Attn: CEO
203 E. Main St.	4701 Chouteau St.
Neosho, MO 64850	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.

22. 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.

23. Right of Entry. City shall have the right to enter the Baseball Fields at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as City may deem desirable, and City shall have the right to enter the Baseball Fields to conduct inspections as deemed necessary by City.

24. 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.

25. Termination. Either party may terminate this Agreement at any time, without cause, on thirty (30) days' notice to the other party. In the event of Termination, Licensee shall remove all of its equipment, materials, and other property by the end of the thirty (30) day period.

26. No 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.

27. 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

_____
Richard Davidson, Mayor

APPROVED AS TO FORM:

_____
Derek A. Snyder, City Attorney

ATTEST:

_____
Cheyenne Wright, City Clerk

TRI-STATE FAMILY YMCA

_____
By:
Its:

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Bill No. 2025-09: Annexation of 509 Cemetery Road

ORIGINATING DEPARTMENT: Development Services Department
ATTACHMENT:

1. **Bill No. 2025-09 Approving Annexation of 509 Cemetery**
2. **509 Cemetery Road Annexation Application**
3. **509 Cemetery Road Ad**
4. **509 Cemetery Road Map**
5. **REAL_373_7543_WD (1)**

PURPOSE:

The purpose of this item is to gain the council's approval to annex the property located near 509 Cemetery Road into the city limits of Neosho with a zoning of R-1, First Dwelling House District.

BACKGROUND:

The council authorized this location to connect to city water prior to the completion of the annexation process. The property has been posted and advertised as required and a public hearing was conducted before the Planning and Zoning Committee. No public comments were made at this hearing. The request was considered by the committee and unanimously recommended for acceptance to the City Council. A public hearing was conducted by the City Council at the January 21, 2025 meeting. No public comment was made. By default, property is annexed into the city as R-1, First Dwelling House District which is appropriate for this request.

RECOMMENDATION:

Staff recommends the council approves the annexation and authorizes the mayor to sign the ordinance.

AN ORDINANCE of the City of Neosho approving the voluntary annexation of a certain tract of land, as petitioned by Bradley S. Tracy and Stacy Tracy, husband and wife, owner of real property located at 509 Cemetery Road to be annexed to the City of Neosho, Missouri, and for the extension of the city limits of the City of Neosho, embracing and including unincorporated real property located in Newton County, Missouri, hereinafter described.

WHEREAS, there has been presented to the City of Neosho, Missouri, a verified Petition of all fee owners seeking annexation of the land described herein; and

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News, a newspaper having general circulation within the City of Neosho Missouri, as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council on January 21, 2025; and

WHEREAS, fourteen (14) days have elapsed since the holding of such public hearing and no sufficient written objection has been received; and

WHEREAS, it has been determined that said annexation is in the best interests of the City of Neosho, Missouri, and that the City has the ability to furnish normal and customary services to the area to be annexed within a reasonable time.

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

Section 1. That the following described area of land located at 509 Cemetery Road is hereby incorporated within the corporate city limits of Neosho, Missouri, to be embraced and include all that part of said County of Newton lying within the following boundary lines, two-wit:

> The North 288 feet of the West 756 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 32, Township 25, Range 31, subject to right-of-way for roads and easements thereon.

Section 2. That the City Clerk is hereby authorized and directed to file three (3) certified copies of this Ordinance with the Newton County Clerk.

Section 3. This ordinance shall be in effect upon final passage.

(This space intentionally left blank.)

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 4th day of February, 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

Planning and Zoning Department
City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): Brad & Stacey Tracy

STREET ADDRESS OWNER(s): 509 Cemetery Rd

CITY, STATE, ZIP CODE: Neosho, MO 64850

MAILING ADDRESS: 509 Cemetery Rd Neosho, MO

PHONE: 417.389.0716

OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone:
Brad & Stacey Tracy

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 509 Cemetery Rd, Neosho

ARE ANY RESIDENCES LOCATED ON PROPERTY: Yes

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER& TAX ID NO. FOR **BUSINESS(ES)** ON PROPERTY:

REQUESTED ZONING:

ELECTRIC PROVIDER:

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE):

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: Brad Tracy / Brad Tracy DATE: Dec. 6, 2024

OWNER NAME (print): Stacey Tracy Stacey Tracy

CO-OWNER SIGNATURE: DATE: 12/6/24

CO-OWNER NAME (print):

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

AFFIDAVIT FOR A JOINT OWNERSHIP

Brad Tracy
Property Owner

Stacy Tracy
Property Owner

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 6TH day of DECEMBER, 2023, before me personally appeared BRAD TRACEY and STACEY TRACY, 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 NEWTON COUNTY, the day and year first above written.

Notary Public

My commission expires:

RICHARD C. LEAVENS
Notary Public - Notary Seal
Newton County - State of Missouri
Commission Number 02434146
My Commission Expires Jul 1, 2026

NCA

Recorded in Newton County, Missouri

Recording Date/Time: 12/06/2024 at 02:53:17 PM
Book: 373 Page: 7543
Instr #: 202407661
Type: WD
Pages: 2
Fee: $27.00 S 20240007014

SEAL
Jennifer A. Childers
Recorder of Deeds

Return to Grantee

$27.00 cash

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION ONLY

GENERAL WARRANTY DEED

THIS DEED, made and entered into this 5th day of December, 2024, by and between

GRANTOR: BRADLEY S. TRACY and STACY TRACY aka STACEY TRACY, husband and wife of the county of Newton, State of Missouri, party or parties of the first part and

GRANTEE: BRADLEY S. TRACY and STACEY TRACY, husband and wife
ADDRESS: 589 Cemetery Road 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:

The North 288 feet of the West 756 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 32, Township 25, Range 31, subject to right-of-way for roads and easements thereon.{

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 2024 and thereafter, and special taxes becoming a lien after the date of this deed.

NOTE: No title search has been done on the above subject property. All legal descriptions contained herein have been supplied by the Grantors.

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.

Bradley S. Tracy

Stacey Tracy

ACKNOWLEDGMENT

STATE OF MISSOURI)
)SS.
COUNTY OF NEWTON)

On the 5th day of December 2024, before me personally appeared **BRADLEY S. TRACY and STACY TRACY aka STACEY TRACY, 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:

Marla Hixson
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires: 09/12/2026
Commission # 13874903

NOTARY PUBLIC

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 (annexation hearing)
City Council Chambers
203 East Main Street

Regarding the annexation and zoning of property in the area of 509 Cemetery Road as R-1, First Dwelling House District described as:

The North 288 feet of the West 756 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 32, Township 25, Range 31, subject to right-of-way for roads and easements thereon.

Inquiries please contact:

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

Neosho, MO

950.1 0 475.03 950.1 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

Legend

Neosho Streets
- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel

Corporate Limit Line

Notes

509 Cemetery Road

NCA

Recorded in Newton County, Missouri

Recording Date/Time: 12/06/2024 at 02:53:17 PM
Book: 373 Page: 7543
Instr #: 202407661
Type: WD
Pages: 2
Fee: $27.00 S 20240007014

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO
Jennifer A. Childers
Recorder of Deeds

Return to Grantee

$27.00 cash

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION ONLY

GENERAL WARRANTY DEED

THIS DEED, made and entered into this 5th day of December, 2024, by and between

GRANTOR: BRADLEY S. TRACY and STACY TRACY aka STACEY TRACY, husband and wife
of the county of Newton, State of Missouri, party or parties of the first part and

GRANTEE: BRADLEY S. TRACY and STACEY TRACY, husband and wife
ADDRESS: 589 Cemetery Road 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:

The North 288 feet of the West 756 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 32, Township 25, Range 31, subject to right-of-way for roads and easements thereon.{

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 2024 and thereafter, and special taxes becoming a lien after the date of this deed.

NOTE: No title search has been done on the above subject property. All legal descriptions contained herein have been supplied by the Grantors.

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.

Bradley S. Tracy

Stacey Tracy

ACKNOWLEDGMENT

STATE OF MISSOURI)
)SS.
COUNTY OF NEWTON)

On the 5th day of December 2024, before me personally appeared **BRADLEY S. TRACY and STACY TRACY aka STACEY TRACY, 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:

Marla Hixson
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires: 09/12/2026
Commission # 13874903

NOTARY PUBLIC

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025

ITEM: Bill No. 2025-10: Change Order to Agreement for Construction Services with Jeff Asbell Excavating and Trucking, Inc.

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. **Bill No. 2025-10 Change Ord 1 - K with Jeff Asbell Cost Underrun**
2. **CO #1**

PURPOSE:

The purpose of this item is to Gain the Council's approval for the Mayor to sign construction services agreement change order number one for the Lower School Branch (ARPA) Stormwater project. This change order reduces the cost of the project $25,326.46 by authorizing changes in the design of the project.

BACKGROUND:

The Lower School Branch Stormwater project is part of the ARPA grant. The scope of this project has changed and has resulted in some cost savings. This change order reflects these changes.

RECOMMENDATION:

Staff recommends the Council authorizes the mayor to sign the change order.

AN ORDINANCE of the City of Neosho authorizing Change Order No. 1 to an Agreement for Construction Services with Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation for cost underrun in the amount of Twenty-Five Thousand Three Hundred Twenty-Six and 46/100 Dollars ($25,326.46) 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 City of Neosho and Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation entered an Agreement for Construction Services for the purpose of stormwater improvements in the area of Lower High School Branch and that Change Order #1 for cost underrun in the amount of Twenty-Five Thousand Three Hundred Twenty-Six and 46/100 Dollars ($25,326.46), a true and accurate copy of said Agreement and Change Order #1 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 and Change Order #1 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

CHANGE ORDER NO. 1

January 28, 2025

Jeff Asbell Excavating & Trucking, Inc.
Attn.: Mr. Zach Compton
9400 State Hwy 171
Carl Junction, MO 64834

Re: Stormwater Infrastructure

Dear Mr. Compton:

The following changes are hereby incorporated into your contract with the City of Neosho, for the above referenced project.

1. Background: Changes have been made to the Sanitary Sewer layout by abandoning the existing main on N Lincoln St, and adding a section of main to be lowered on Adams St.

2. Cost Breakdown: The Contract will be revised as follows:

Base Bid A: Lower High School Branch

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
6	(129) LF	443 LF	30" SDR 26 PVC Pipe	$260.55	($33,610.95)
10	(129) LF	443 LF	Pressure Sewer Testing & Deflection Testing of 30" Dia. Gravity Sewer Pipe	$3.42	($441.18)
12	(1) EA	2 EA	Type 1 60" Dia. Precast Manhole	$8,509.37	($8,509.37)
13	(1) EA	2 EA	Type 1 60" Dia. Precast Dop Manhole	$16,267.80	($16,267.80)
14	(7.58) LF	32.42 LF	Type 1, 60" Dia. MH Extra Depth	$319.62	($2,422.72)
15	(2) EA	4 EA	Hydrostatic Testing of Type 1 60" Dia. Manholes	$907.74	($1,815.48)
17	(1) EA	1 EA	60" Dia. MH W/Bolt On Lid	$8,027.26	($8,027.26)
50	1 LS	1 LS	Remove & Abandoning Sewer	$6,800.00	$6,800.00

51	182 LF	182 LF	10" SDR 26 PVC Pipe	$156.35	$28,455.70
52	182 LF	182 LF	Pressure Sewer Testing & Deflection Testing of 10" Dia Gravity Sewer Pipe	$3.95	$718.90
53	1 EA	1 EA	Type 1 48" Dia. Precast Drop Manhole	$5,870.79	$5,870.79
54	5.57 LF	5.57 LF	Type 1 48" Dia. MH Extra Depth	$605.55	$3,372.91
55	1 EA	3 EA	Hydrostatic Testing of Type 1 48" Dia. Manholes	$550.00	$550.00
			Total Addition/Subtraction		($25,326.46)

*Denotes new contract item.

Original Contract Amount	$2,632,444.98
Change Order No. 1 Amount	($25,326.46)
REVISED CONTRACT AMOUNT	**$2,607,118.52**

This change order constitutes full and mutual accord and satisfaction for all time and all costs related to these changes. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of these changes.

APPROVED BY THE OWNER
CITY OF NEOSHO

By:_____
Richard Davidson, Mayor

Date:_____

APPROVED BY THE ENGINEER
ALLGEIER, MARTIN & ASSOCIATES, INC.

By: _____
Alec McDonald, E.I.

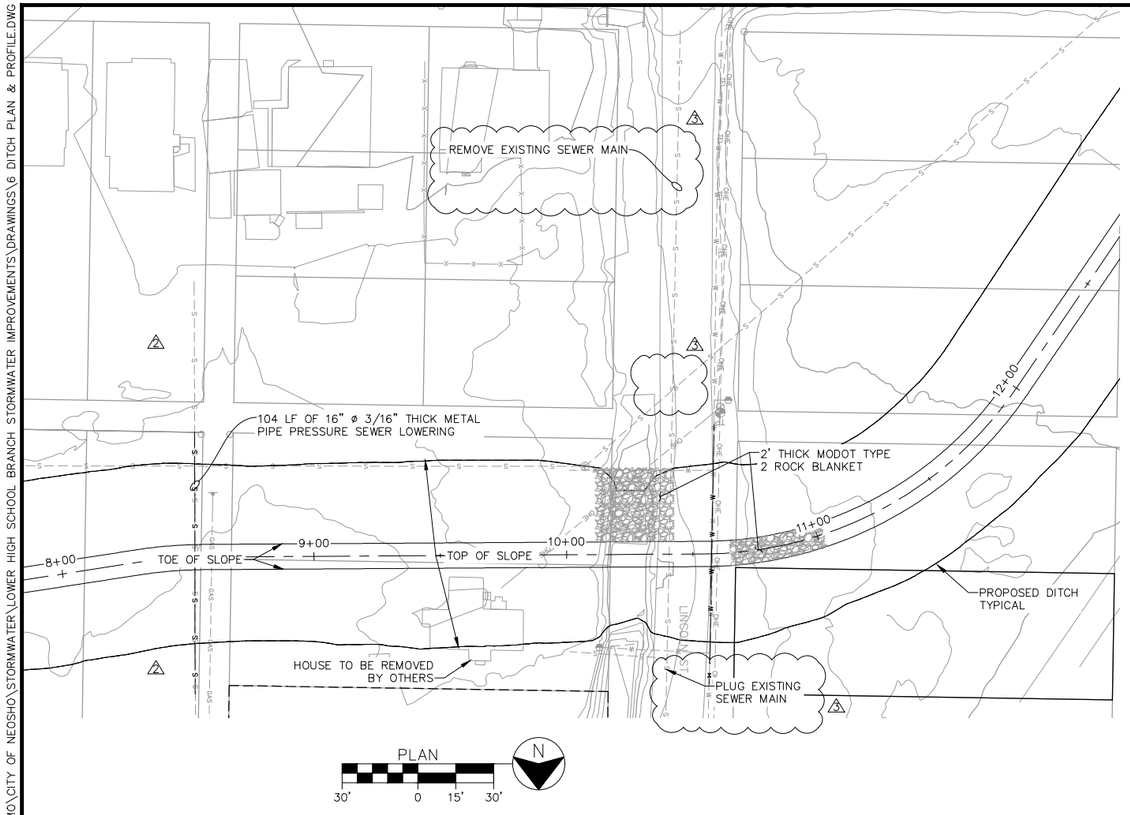
Date: 1/28/2025

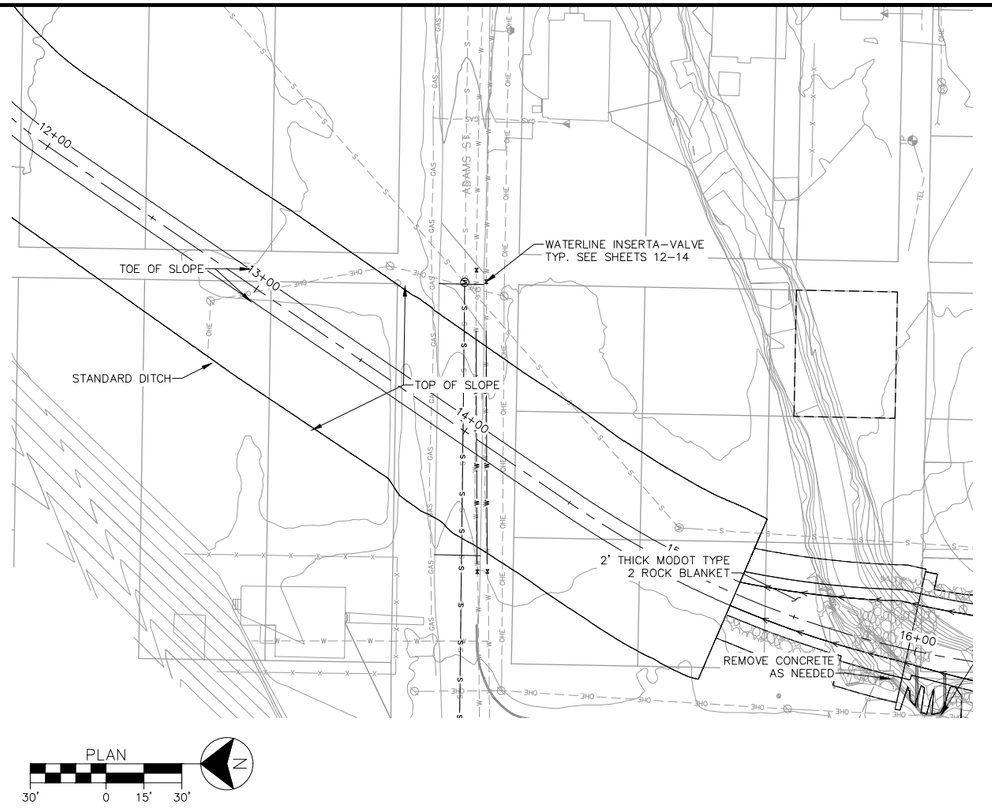
APPROVED BY THE CONTRACTOR
JEFF ASBELL EXCAVATING & TRUCKING INC.

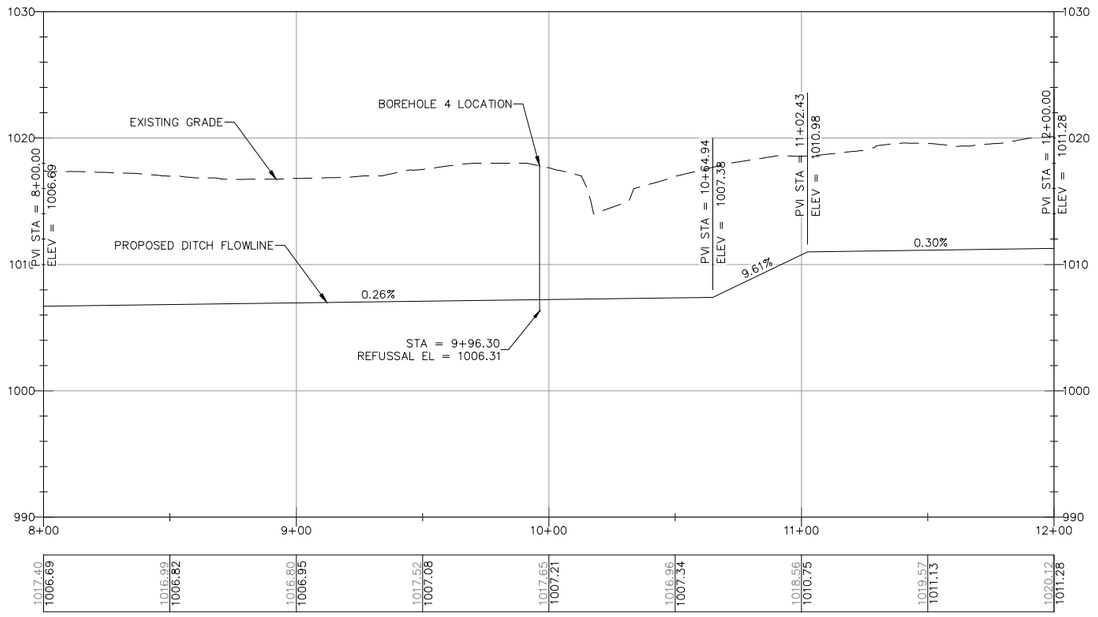
By:_____
Zach Compton

Date: 1/30/25

Z:\NEOSHO MO\CITY OF NEOSHO\STORMWATER\LOWER HIGH SCHOOL BRANCH STORMWATER IMPROVEMENTS\DRAWINGS\6 DITCH PLAN & PROFILE.DWG







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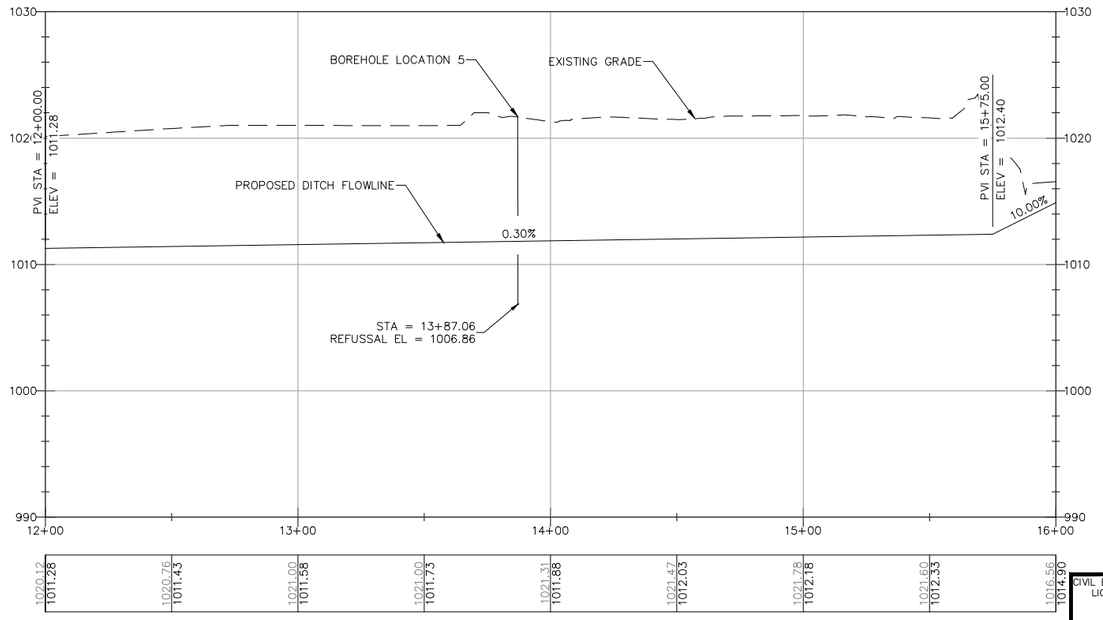
HORIZ. = 1:30



SCALE
VERT. = 1:6
HORIZ. = 1:30

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION
2	ADDENDUM 2-REMOVED 16" MJ GATE VALVE
3	CHANGE ORDER 1-SANITARY SEWER

DWN. BY:	AJM
CKD. BY:	MRA
APPD. BY:	MRA
DATE:	10/07/2024

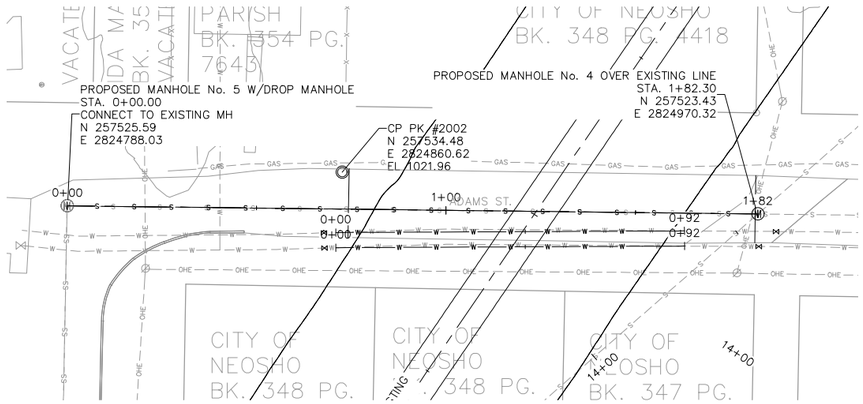
DITCH PLAN & PROFILE
LOWER HIGH SCHOOL BRANCH STORMWATER IMPROVEMENTS
NEOSHO, MISSOURI

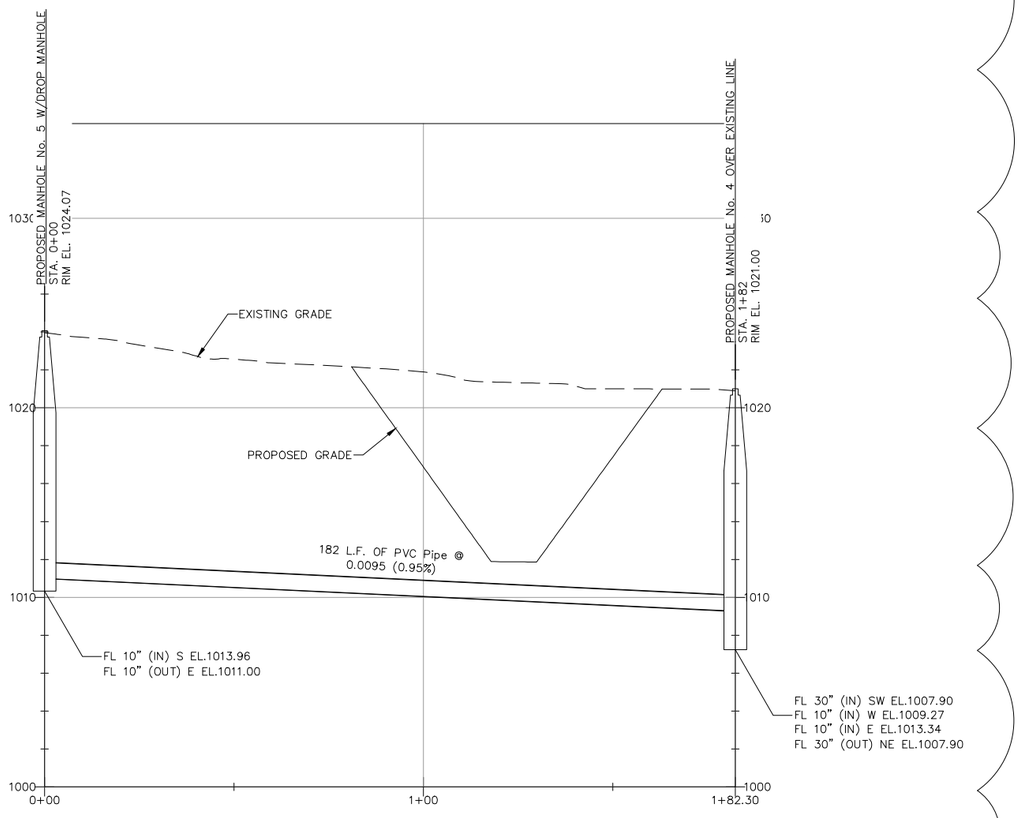
DWG. NO. 6

CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-2000149997

STATE OF MISSOURI
MICHAEL ATKINSON
NUMBER E-2000149997
10-7-24
REGISTERED PROFESSIONAL ENGINEER

Z:\NEOSHO MO\CITY OF NEOSHO\STORMWATER\LOWER HIGH SCHOOL BRANCH STORMWATER IMPROVEMENTS\DRAWINGS\11 SANITARY SEWER PLAN & PROFILE.DWG





SCALE
VERT. = 1:4
HORIZ. = 1:20

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

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CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION
4	ADDENDUM 3-PIPE CHANGES
4	CHANGE ORDER 1-SANITARY SEWER

DWN. BY:	AJM
CKD. BY:	MRA
APPD. BY:	MRA
DATE :	10/07/2024

SANITARY SEWER PLAN & PROFILE
LOWER HIGH SCHOOL BRANCH STORMWATER IMPROVEMENTS
NEOSHO, MISSOURI

DWG. NO. 11

CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-2000149997

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Bill No. 2025-11: Surplus Parks Department Tractor

ORIGINATING DEPARTMENT: Parks and Recreation Department
ATTACHMENT:
1. Bill No. 2025-11 Surplus Parks Tractor

PURPOSE:
To seek council approval of Bill No. 2025-11 to surplus a tractor for the Parks Department.

BACKGROUND:
To surplus a Kioti tractor at the parks department, this tractor is too small for our existing equipment, and we will seek a larger tractor for our use at a later time. Staff will post this for sale as a sealed bid and bring the results back for final approval.

RECOMMENDATION:
Approval of allowing the tractor to be surplused and sold.

COUNCIL BILL NO. 2025-11 **ORDINANCE NO. 600-2024**

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, THE CITY OF NEOSHO HAS OBTAINED CERTAIN PERSONAL PROPERTY; AND

WHEREAS, THE CITY OF NEOSHO HAS DEEMED SAID PERSONAL PROPERTY TO BE SURPLUS AND NOT NECESSARY FOR FUTURE CITY NEEDS.

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

Section 1: That the City of Neosho, Missouri declares the following items of personal property to be surplus:

2014 DK5510 Kioti Utility Tractor with KL5510 Loader

Section 2. That the City Manager is hereby authorized to execute the appropriate documents on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 7th day of January, 2025 by a vote of _____ YES and _____ NO.

CITY OF NEOSHO, CITY COUNCIL

_____

Richard Davidson, Mayor

APPROVED:

_____

Derek A. Snyder, City Attorney

ATTEST:

_____

Cheyenne Wright, City Clerk

CITY SEAL

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Resolution Bill No. 2025-03: Contract with Marion Company LLC for Golf Course Irrigation Project

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:

1. **Resolution Bill No. 2025-03 Contract with Marion Company LLC - Golf Course Irrigation Phase 1**
2. **Agreement Neosho and Marion Co - Golf Course Irrigation phase 1**
3. **Golf Course Irrigation Labor Bid**

PURPOSE:
To approve the contract with Marion Company, LLC.

BACKGROUND:
The City and Maxim sent out bids to install the new irrigation system at the golf course. The city received one bid from Mation Company, LLC in the amount of $ 92,295.00. The city and Maxim recommend approval of the bid as submitted.

Statement from Maxim:
The Neosho golf course will be undergoing a two-year irrigation renovation starting this spring. Currently we have two different styles of irrigation heads out in the field, Rain Bird and Hunter. Over the last couple of years, we have slowly started to change everything over to Hunter golf heads. These heads have been proven to work well with our system and are less expensive than the Toro and Rainbird irrigation heads.

This project will entail the replacement of every head from tee to green and the running of two wire from each head to the shop so the irrigation system will be able to run off a new computer that will be installed in the shop, this will allow us to operate the system more efficiently and will allow us to not waste water. The computer will shrink our watering window which will allow all heads to run at night and not have to be running through the morning which interferes with golf play.

Any heads that are currently in the ground that have been replaced in the last couple of years those heads would become stock for us to have to fix any issues we would have down the road.

We will plan to do holes 11-18, driving range tee and putting green plus hole 1. Hole 1 will be done instead of 10 this year due to the fact that it has more problems than hole 10.

The budget for this project is $ 300,000.00, with both the materials and labor bid the total for the irrigation replacement is $ 237,396.85.

RECOMMENDATION:

Approve the Resolution with Marion Company, LLC and authorize the Mayor to execute it.

Resolution Bill No. 2025-03

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 Phase One of irrigation system improvements for the not to exceed price of Ninety-Two Thousand Two Hundred Ninety-Five & 00/100 Dollars ($92,295.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho sought bids for irrigation system improvements at the Neosho Municipal Golf Course, Neosho, Missouri to complete the construction and installation of Phase One improvements; and

WHEREAS, Marion Company, LLC, was awarded the bid on February 4, 2025.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri as follows:

That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Marion Company, LLC, a Missouri Limited Liability Company, for the purpose of providing construction services for the construction of Phase One of irrigation system improvements for the not to exceed price of Ninety-Two Thousand Two Hundred Ninety-Five & 00/100 Dollars ($92,295.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to execute all necessary documents to effectuate the same.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 4th day of February, 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

AGREEMENT FORM..... 00500

THIS AGREEMENT, made this 7th day of January, 2025, by and between CITY OF NEOSHO, MISSOURI hereinafter called "OWNER" and MARION COMPANY, LLC, (CSG), hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Phase 1 of irrigation system improvements for the Neosho Municipal Golf Course, Neosho, Missouri.

2. The CONTRACTOR will furnish all of the supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein. **OWNER shall supply materials.**

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete same within 90 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Ninety-Two Thousand Two Hundred Ninety-Five & 00/100 DOLLARS ($92,295.00), or as shown in the BID Schedule, including Alternate Bid Items.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   (A) Invitation\Advertisement to Bid
   (B) Instruction to Bidders
   (C) Bid
   (D) Performance Bond
   (E) Notice of Award
   (F) Notice to Proceed

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Bid Specifications.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

OWNER:

ATTEST: City of Neosho, Missouri

By: _____

_____
Cheyenne Wright

Name: David Kennedy

_____
City Clerk

Title: City Manager

(SEAL)

ATTEST:

CONTRACTOR:

Marion Company, LLC.

By:

Tyler Marion, President
12451 Highway 59
Neosho MO 64850

Name (Please Type)

(SEAL)

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Golf Course Irrigation

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:
1. Golf Course Irrigation Bid for Labor

PURPOSE:
Approve a bid from CSG for the installation of new irrigation system.

BACKGROUND:
The city sought bids to install a new irrigation system at the Golf Course. These bids were sent to area and regional vendors and the city only received one back, CSG. I have spoken with CSG and Maxim regarding the bid and both have agreed it is acceptable to proceed with CSG as the contractor.

RECOMMENDATION:
Approve the bid as submitted from CSG for the irrigation system work needed at the golf course.

BID FORM

Description: (To be completed by bidding party)

All Labor per Bid Scope (Materials to be Supplied by Owner): $92,295.00

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

F.O.B. Neosho, MO
Projected Shipping Date: TBD

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: Marion Company, LLC (CSG)

ADDRESS: 12451 Highway 59 | Neosho, Missouri 64850

PHONE: 417.451.5743

EMAIL: tyler.marion@marionllc.net

BY:

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 **Friday, January 24, 2025 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: Neosho Golf Course Irrigation Project

Please label the envelope: Neosho Golf Course Irrigation Bid Opening January 24, 2025 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Bryan Minnis, Golf Course Manager, at bryanm@maxim.golf or 785-766-5208.

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. There will be a mandatory pre bid meeting January 16, 2025 at 1850 Clubhouse Road, Neosho, MO at 10 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 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. 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 City Code that 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 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 Workers 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,

David Kennedy
City Manager

BID SPECIFICATIONS:

Project Overview: The irrigation infrastructure at Neosho Golf Course is starting to reach its limit and needs upgrading. The scope of this project is to be completed in two phases. Phase one will happen in the early spring of 2025 and consist of irrigation head replacement on holes 11 – 18, putting green, driving range tee and hole number 1 and we will also be installing a computer to operate the irrigation of the back 9 holes. Phase two will happen in the spring of 2026 and consist of irrigation head replacement for holes 2 – 9 and hole 10. The computer that will be installed in 2025 will be able to operate the new heads on the front 9 in 2026.

Scope of the project: Contractor will be selected and will be responsible for the irrigation head installation and the digging up and removal of the old irrigation heads. The new heads will be installed with new swing joints. The contractor will also be responsible for installing a 500 station Hunter irrigation controller and running new wire throughout the golf course so the system can be run from a computer. All new heads will be Hunter heads. The old heads that are dug up will be discarded unless they are a newer style head then those will be kept and stored at the maintenance facility for future use and repair. All current piping that is in the ground will be left and not replaced, only the heads will be replaced for this project.

Summary: We will ask for a bid covering just over 300 Hunter series sprinkler heads, wiring to cover all the back nine, 500 station control panel with radio communication, 300 swing joints, maintenance radio walkie talkie, Hunter support network, in line surge protector, grounding plates, grounding rods, and irrigation computer that will be in the shop.

The completion of this project will enable the Neosho Golf Course to water more efficiently and will save us water. This project will also save wear and tear on the pump station since everything on the back nine will be run by a computer program that will control the amount of flow going out on the golf course.

There will be mandatory pre bid meeting at 1850 Clubhouse Road, Neosho, Mo January 16, 2025 at 10:00 a.m.

Equipment Schedule:

Note:
This bid should include the start date for this project.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Approval to Apply for MoDOT Hazardous Moving and Driving While Intoxicated Grants

ORIGINATING DEPARTMENT: Police Department
ATTACHMENT:

1. **Blank City Council Authorization Form - MODOT Grants**
2. **DWI MODOT Grant Application FY26**
3. **HMV MODOT Grant Application FY26**

PURPOSE:
To allow the Police Department to apply for the Modot hazardous moving and driving while intoxicated grants.

BACKGROUND:

RECOMMENDATION:
Allow the police department to apply for the MoDot hazardous moving and driving while intoxicated grants. This is normally a grant applied for yearly.

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20___ the Council of _____ _____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Mayor

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2025 through September 30, 2026

(Application due by March 01, 2025)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Agency: Neosho Police Dept.
Agency ORI#: MO0730300
Address: 201 N College Street
Federal Tax ID#: 446000230
DUNS #: GZ1KF6N5E9P8
City: Neosho **State:** MO **Zip:** 648501469 **County:** Newton
Phone: 417-451-8012 **Fax:** 417-451-8008
Contact: Ms. Rachel Kimmel **Email:** rkimmel@neoshomo.org
Jurisdiction: Rural **Jurisdiction Population:** 11,833
Targeted Population: All Drivers

Project activity for which your agency is requesting funding:

Impaired Driving

Project Title: Impaired Driving Enforcement **Requested Amount:** $0.00
Brief Description: Driving While Intoxicated Enforcement

Jason Baird
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

Impaired driving will not only put you or your passengers in danger but also others sharing the road with you. When alcohol and drugs are consumed reaction time slows and reflexes diminish. It becomes harder to concentrate and vision is impaired. It is incredibly unsafe for anyone to operate a motor vehicle in this condition.

The city of Neosho has a population of 13,328 (according to the 2023 U.S. Census Bureau) and multiple schools, businesses, restaurants, and state highway systems are located within it. This increases the number of pedestrians our city has crossing streets and also the number of drivers we see on the roadways. Impaired drivers create dangerous circumstance for everyone they encounter on the roadway.

There were a total of 17 alcohol and/or drug-involved crashes reported by the Neosho Police Department in 2024.

The Neosho Police Department made 91 DWI arrest in 2023 and 74 DWI arrests in 2024. The more DWI arrests made prevent impaired driving crashes.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

The Neosho Police Department Ultimately strives to have 0 fatalities and 0 serious injuries as a result of crashes by 2035. This would allow 10 years to implement our enforcement goals and make adjustments to aid in reaching 0 fatal and serous injury crashes.

According to the Missouri State Highway Patrol 2022 Crash Statistics, there were a total of 20 alcohol and drug involved crashes reported by the Neosho Police Department. Of those 20 alcohol and drug involved crashes, there were 15 people injured and 1 fatality.

Based on a goal of 0 fatalities by 2030, Neosho Police Department is setting a five-year average serious injury target of 7.5 based on agency statistics.

Based on a goal of 0 fatalities by 2030, Neosho Police Department is setting a five-year average fatality target of .5 based on agency statistics.

The goal and objective is to decrease alcohol and drug related crashes by increasing traffic enforcement and visibility .

PROJECT DESCRIPTION

Neosho Police Department plans to increase the number of traffic stops for any traffic violations during grant-funded enforcement activities to make the roadways safer for the community that we serve. In making these traffic stops, the department hopes to remove impaired drivers off the roadway for their safety and the safety of others around them. Patrol officers will conduct special details to saturate and prevent drinking and driving. The department plans to assign 1-4 officers to patrol all areas within the city limits of Neosho, especially those with a high volume of traffic such as state highway systems and their intersections. The scheduling of these details will take into account holidays and weekends since a high number of impaired drivers are often out during these times. This will require overtime compensation for the officers.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
The award for FY2022 was not used due to major personnel shortages. A majority of our officers were working overtime for shift coverage on a weekly basis and had no way to work any additonal overtime.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	74
19	Total number of speeding citations written by your agency.	864
20	Total number of HMV citations written by your agency.	33
21	Total number of child safety/booster seat citations written by your agency.	4
22	Total number of safety belt citations written by your agency.	0
23	Total number of warnings issued.	838

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	257
25	Total number of traffic crashes resulting in a fatality.	2
26	Total number of traffic crashes resulting in a serious injury.	6
27	Total number of speed-related traffic crashes.	3
28	Total number of speed-related traffic crashes resulting in a fatality.	0
29	Total number of speed-related traffic crashes resulting in a serious injury.	0
30	Total number of alcohol-related traffic crashes.	12
31	Total number of alcohol-related traffic crashes resulting in a fatality.	0
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	0
33	Total number of unbuckled fatalities.	1
34	Total number of unbuckled serious injuries.	1

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	23
36	Total number of commissioned patrol and traffic officers.	16
37	Total number of commissioned law enforcement officers available for overtime enforcement.	19
38	Total number of vehicles available for enforcement.	12

39 Total number of radars/lasers. 13

40 Total number of in-car video cameras. 0

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

1 - Intox DataMaster DMT
14 - Portable Breath Testers

42 Total number of Breath Instruments. 15

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

All streets and highways within the city limits of Neosho. The primary area of foucus will be school zones and heavy traffic near business and highways.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

All months of the year, or every quarter.

46 Enter the days of the week in which enforcement will be conducted.

Any day of the week, the primary focus will be weekends and holidays.

47 Enter the time of day in which enforcement will be conducted.

They will be conducted in the evening into the early morning hours.

48 Enter the number of officers assigned during the enforcement period. 3

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The Neosho Police Department will administratively evaluate this project. Evaluation will be based on the following:

Officers my volunteer for dedicated traffic enforcement assignments. To ensure all grant funding is utilized officer will be assigned as necessary.

Evaluations will be conducted monthly and at the end of the project to determine if the goals and objectives outlined in the contract have been met.

ADDITIONAL FUNDING SOURCES

Neosho Police Department currently receives the FY 24 Patrick Leahy Bulletproof Vest (BVP) Grant from the Bureau of Justice. They awarded $1839.47 to match half the cost to outfit 5 officers with new vests. The grant was approved and began 09/26/2024 and ends 08/31/2026.

The department also has a current HMV and DWI grant contract with MODOT FY 2025. The HMV contract awarded $5,180.00 for radars, $2,800.00 for overtime for personnel, and $1,200.00 for training. The DWI contract awarded $5000.00 for overtime for personnel. Both contracts began 10/01/2024 and will end 09/30/2025.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and/or Fringe	Overtime and Fringe	110	$45.00	$4,950.00	$4,950.00	**$0.00**
					$4,950.00	**$4,950.00**	**$0.00**
				Total Contract	**$4,950.00**	**$4,950.00**	**$0.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2025 through September 30, 2026

(Application due by March 01, 2025)

Agency:	Neosho Police Dept.	**Agency ORI#:**	MO0730300
Address:	201 N College Street	**Federal Tax ID#:**	446000230
		DUNS #:	GZ1KF6N5E9P8

City: Neosho **State:** MO **Zip:** 648501469 **County:** Newton

Phone: 417-451-8012 **Fax:** 417-451-8008

Contact: Ms. Rachel Kimmel **Email:** rkimmel@neoshomo.org

Jurisdiction: Rural **Jurisdiction Population:** 11,833

Targeted Population: All Drivers

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title: HMV Enforcement **Requested Amount:** $11,276.00

Brief Description: Hazardous Moving Violation Enforcement

Jason Baird
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

The Neosho Police Department has a population of 13,328 (according to the 2023 U.S. Census Bureau) and multiple schools, businesses, and state highway systems are located within it. This creates areas with higher traffic congestion especially during rush hour times (7 AM - 9 AM and 4 PM - 6 PM) when more individuals are on the roadway commuting to and from work and school. People are often stressed, in a hurry, or distracted by their busy schedules. This is when you see people traveling at faster rates of speed and in a careless or aggressive nature. Many drivers on the roadway don't maintain their focus on their safety or the safety of others around them.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31,2026.

The Neosho Police Department ultimately strives to have 0 fatalities and 0 serious injuries as a result of crashes by 2035. This would allow just over 10 years to implement our enforcement goals and make adjustments to aid in reaching 0 fatal and serious injury crashes.

The 5 year average of fatality crashes have increased over the last 5 years. According to the Missouri Department of Transportation's website the 5 year average of fatalities was 910 in 2019, 934 in 2020, 947 in 2021, 972 in 2022. The rate of fatalities from 2019 to 2020 showed a 2.57% increase, 2020 to 2021 showed a 1.37% increase, and 2021 to 2022 showed a 2.57% increase. The leading common characteristic of fatal crashes is aggressive or inattentive driving. Of the total fatal accidents in 2019, 462 were attributed to aggressive or inattentive driving. Of the total fatal accidents in 2020, 562 were attributed to aggressive or inattentive driving. Of the total fatal accidents in 2021, 548 were attributed to aggressive or inattentive driving.

Based on a goal of 0 fatalities by 2030, Neosho Police Department is setting a five-year average serious injury target of 27.5 based on agency statistics.

Based on a goal of 0 fatalities by 2030, Neosho Police Department is setting five-year average fatality target of 1.5 based on agency statistic.

The goal and objective is to decrease aggressive and distracted driving related crashes by increasing traffic enforcement and visibility.

PROJECT DESCRIPTION

Neosho Police Department plans to increase the number of traffic stops for dangerous driving , during grant-funded enforcement activities to make the roadways safer for the community that we serve. Patrol officers will dedicate additional time to their regularly scheduled shifts to enforce traffic law obedience. This will require overtime compensation for the officers. To execute accurate and resolute traffic stops, some of the department's radars will need to be replaced. Officers will target areas with a high volume of traffic such as state highway systems crossing through various areas within the City of Neosho and school zones during rush hour times. Officers will also benefit from any additional training and legal updates available to assist them in performing to the best of their ability.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
The award for FY2022 was not used due to major personnel shortages. A majority of our officers were working overtime for shift coverage on a weekly basis and had no way to work any additional overtime.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	74
19	Total number of speeding citations written by your agency.	864
20	Total number of HMV citations written by your agency.	33
21	Total number of child safety/booster seat citations written by your agency.	4
22	Total number of safety belt citations written by your agency.	0
23	Total number of warnings issued.	838

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	257
25	Total number of traffic crashes resulting in a fatality.	2
26	Total number of traffic crashes resulting in a serious injury.	6
27	Total number of speed-related traffic crashes.	3
28	Total number of speed-related traffic crashes resulting in a fatality.	0
29	Total number of speed-related traffic crashes resulting in a serious injury.	0
30	Total number of alcohol-related traffic crashes.	12
31	Total number of alcohol-related traffic crashes resulting in a fatality.	0
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	0
33	Total number of unbuckled fatalities.	1
34	Total number of unbuckled serious injuries.	1

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	23
36	Total number of commissioned patrol and traffic officers.	16
37	Total number of commissioned law enforcement officers available for overtime enforcement.	19
38	Total number of vehicles available for enforcement.	12

39 Total number of radars/lasers. 13

40 Total number of in-car video cameras. 0

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

1 - Intox DataMaster DMT
14 - Portable Breath Testers

42 Total number of Breath Instruments. 15

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

All streets and highways within the city limits. The primary area of focus will be school zones and heavy traffic near businesses and highways.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

All months of the year, or every quarter.

46 Enter the days of the week in which enforcement will be conducted.

Any day of the week.

47 Enter the time of day in which enforcement will be conducted.

Any time of the day the extra enforcement is deemed necessary.

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

New radar units are necessary for the officers during traffic enforcement operations. Some of the radars are extremely dated, harder to use, and in need of repairs or replacement. We compared the cost of a brand new Stalker DSR Radar ($3,193.00) and a refurbished Stalker DSR Radar ($1,394.00). This type of radar is preferred among the officers for its quality and ease of use. With such a difference in cost we would be able to replace more of our radar units which is highly needed for our agency. We are requesting 4 refurbished radars instead of 1 new radar. The department had a good experience with our last refurbished purchase acquired with our current MODOT HMV equipment grant funding.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The Neosho Police Department will administratively evaluate this project. Evaluation will be based on the following:

Officers may volunteer for dedicated traffic enforcement assignments. To ensure all grant funding is utilized officers will be assigned a necessary.

Evaluations will be conducted monthly and at the end of the project to determine if the goals and objectives outlined in this contract have been met. This includes timely equipment purchases, completed officer training, and a lower rate of injuries and fatalities in traffic accidents.

ADDITIONAL FUNDING SOURCES

Neosho Police Department currently receives the FY 24 Patrick Leahy Bulletproof Vest (BVP) Grant from the Bureau of Justice. They awarded $1839.47 to match half the cost to outfit 5 officers with new vests. The grant was approved and began 09/26/2024 and ends 08/31/2026.

The department also has a current HMV and DWI grant contract with MODOT FY 2025. The HMV contract awarded $5,180.00 for radars, $2,800.00 for overtime for personnel, and $1,200.00 for training. The DWI contract awarded $5,000.00 for overtime for personnel. Both contracts began 10/01/2024 and will end 09/30/2025.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	RADAR/LIDAR	Stalker Dual DSR Gen-3 Radar - Refurbished - Includes Antennas, Mounts, Cables, Sun Shield, Tuning Forks, and Certification	4	$1,394.00	$5,576.00	$0.00	**$5,576.00**
					$5,576.00	**$0.00**	**$5,576.00**
Personnel							
	Enforcement Hours and/or Fringe	Officer Overtime and Fringe	100	$45.00	$4,500.00	$0.00	**$4,500.00**
					$4,500.00	**$0.00**	**$4,500.00**
Training							
	Professional Development	LETSAC Conference	2	$600.00	$1,200.00	$0.00	**$1,200.00**
					$1,200.00	**$0.00**	**$1,200.00**
				Total Contract	**$11,276.00**	**$0.00**	**$11,276.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	Low Quote - YCG Refurb Radars.pdf	01/28/2025
PDF	PDF Document	Quote for New Radar - Stalker.pdf	01/28/2025
PDF	PDF Document	High Quote - PB Electronics Refurb Radars.pdf	01/28/2025

Refurb. Low Quote

YCG, Inc.
2603 Reach Rd, Rear Bldg
Williamsport, PA 17701
Phone: 570-494-1150 | Fax: 570-494-1021

Quote No. 105-3586

Quote

Customer

Name	NEOSHO POLICE DEPT
Address	201 N COLLEGE
City	NEOSHO State MO ZIP 64850
Attn	ATTN: shadrackws@yahoo.com

Date	1/17/2025
Order No.	105-3586
Rep	Lou
FOB	

Qty	Description	Unit Price	TOTAL
4	REFURBISHED STALKER DUAL DSR GEN-3 RADAR INCLUDES ONE YEAR WARRANTY INCLUDES DUAL ANTENNAS, ANTENNA MOUNTS, 8 FOOT AND 16 FOOT ANTENNA EXTENSION CABLE HAND REMOTE, SUN SHIELD, TUNING FORKS CPU MOUNT AND CERTIFICATION	$1,295.00	$5,180.00
4	CAN/VSS OBD II CABLES 71 SERIES FOR DODGE	$89.00	$356.00
	YCG IS YOUR CERTIFIED PRE-OWNED SPECIALISTS		
	Quoted prices good for 120 days.		

SubTotal	$5,536.00
Shipping & Handling	$40.00
Taxes State	
ESTIMATED TOTAL	**$5,576.00**

Customer Approval Section

Name .....
Title .....
Signature & Date Approving Purchase

.....

Office Use Only

1295.00 Radar
89.00 Cable
10.00 shipping
1394.00 per unit

Visit us at www.the-YCG.com

1 new

STALKERradar
applied concepts, inc.

Quote
2099389

855 E. Collins Blvd.
Richardson,TX 75081
Phone:972-398-3780
Fax:972-398-3781

National Toll free: 1-800- STALKER

Inside Sales Partner
Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr
Bill Johnson
+1-972-398-3780
billj@stalkerradar.com

Date: 01/15/2025

Effective From:01/15/2025 **Valid Through**:04/15/2025 **Lead Time**:45 working days

Bill To:	**Ship To:** *FedEx Ground*
Customer ID:648501	
Neosho Police Department	Neosho Police Department
201 N College St Accounts Payable	201 N College St Officer Shadrack Scheppert
Neosho, MO 64850-1469	Neosho, MO 64850-1469

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	806-0022-00	DSR 2 Antenna Radar	36	$3,193.00	$3,193.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0999-50	DSR Counting Unit, 1.5 PCB, ARM Processor		$0.00
2	1	200-1572-00	DSR Modular OSC Display		$0.00
3	2	200-1468-00	Dual DSR Ka Antenna		$0.00
4	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		$0.00
5	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
6	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
7	1	200-0243-00	Counting/Display Tall Mount		$0.00
8	1	200-0244-00	Antenna Dash Mount		$0.00
9	1	200-0245-00	Antenna Tall Deck Mount		$0.00
10	1	200-0648-00	Display Sun Shield		$0.00
11	1	155-2591-08	8 Foot Antenna Cable, IP67		$0.00
12	1	155-2591-16	16 Foot Antenna Cable, IP67	$0.00	$0.00
13	1	200-0622-00	VSS Cable Kit		$0.00
14	1	200-0821-00	DSR Documentation Kit		$0.00
15	1	006-0095-00	Fan Noise Suppression Addendum - DSR		$0.00
16	1	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
17	1	060-1000-36	36 Month Warranty		$0.00
			Group Total		$3,193.00

Product	**$3,193.00**	**Sub-Total:**	**$3,193.00**
Discount	**$0.00**	**Sales Tax 0%**	**$0.00**
Trade-in 0		**Shipping & Handling**	**$0.00**
Payment Terms	**Net 30 days**	**Total: USD**	**$3,193.00**

Vehicle? 001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document . These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these terms and Conditions carefully before proceeding.

High Quote Refurb.

PB ELECTRONICS INC.

248 W Peaceful Ct
Shepherdsville, KY 40165

PH 502 543-7032 FAX: 502 543-3510
EMAIL: radar@pbelectronics.com

Police Radar Service Center
www.pbelectronics.com

Quotation

Date	Estimate #
1/9/2025	13663

Name / Address	Ship To
Neosho Police Dept 221 west brook Street Neosho MO 64850	Neosho Police Dept OFF SHEPPERT 201 N COLLEGE Neosho MO 64850

P.O. No.	Project

Description	Qty	Cost	Total
STALKER DSR DUAL KA BAND MOVING STATIONARY DIRECTIONAL RADAR WITH BRACKETS, TUNING FORKS, MANUAL, CERTIFICATION AND 1 YEAR WARRANTY DSR wireless remote. 2 foot front antenna cable 16 foot rear cable 2 antenna brackets w Velcro 2 tuning forks with certification operators manual Sunshield Bracket	4	1,895.00	7,580.00
CABLE UPGRADE FROM 2ft to 8FT	4	35.00	140.00
STALKER DUAL, DSR 2X VSS CABLE KIT DIRECT WIRE 200-0623-00- UPGRADE CHARGE	4	105.00	420.00
SHIPPING AND INSURANCE.	1	50.00	50.00
STALKER DUAL SUN HOOD WITH 2 KNOBS	4	29.00	116.00

THIS IS ONLY A QUOTE. PLEASE ADVISE US WHEN YOU ARE READY TO ORDER

Subtotal	$8,306.00
Sales Tax (6.0%)	$0.00
Total	$8,306.00

Phone #	Fax #	E-mail	Web Site
502 543-7032	502 543-3510	radar@pbelectronics.com	www.pbelectronics.com

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Purchase of Two Police Sedans

ORIGINATING DEPARTMENT: Police Department
ATTACHMENT:
1. Neosho, MO PD

PURPOSE:
Purchase two police cars from John Jones Automotive Group Salem Indiana.

BACKGROUND:
We located two new 2023 Dodge Charger police vehicles on a lot for immediate sale at John Jones Automotive Group in Salem, Indiana. The total for the vehicles is $79,057. This purchase would come in under budget ($80,000).

RECOMMENDATION:
Allow the police chief to move forward with the purchase of the two police cars from John Jones Automotive Group.

2023 Dodge Charger Pursuit AWD

- 3.6L 24V VVT V6 Engine
- 8 Speed Automatic Transmission
- Pitch Black Clearcoat
- HD Cloth Bucket Seats w/Vinyl Rear Seat
- 4 Key FOBS
- Black Left LED Spotlight
- 50 State Emissions
- Tire Service Kit (Spare Tire Delete)
- HD BR9 Brake Package
- 220 AMP HD Alternator
- 800 CCA Battery
- Red/White Dome Light
- Electric Power Steering
- Apple CarPlay & Android Auto
- Vehicle Systems Interface Module (VSIM)
- Parkview Rear Backup Camera
- Rain Brake Support
- Ready Alert Braking
- Secure Park
- Shipping to Neosho, MO 64850

John Jones CDJRF/PPV ***Price $39,528.50****

*Price is good for 10 days from 1/30/2025 or while supplies are available. Price is per vehicle and includes $282.50 in Title and Doc fees. Vehicle is sold out of the ***John Jones*** CDJRF Dealership 1735A Gardner Lane, Corydon, Indiana. Up-fitting is done at the ***John Jones*** PPV Lot 1520 S. Jackson St., Salem, Indiana.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 4, 2025
ITEM: Renewal of the T-37 Jet Static Display

ORIGINATING DEPARTMENT: Development Services Department
ATTACHMENT:

1. **Inventory SDA0356**
2. **POC Sheet SDA0356**
3. **2025 Letter SDA0356**

PURPOSE:

The purpose of this item is to gain the Council's approval for the Mayor to sign the documents to renewal the agreement for the T-37 Air Force Trainer Jet on display at the Neosho Hugh Robinson Airport.

BACKGROUND:

The T-37 is mounted on pole on permanent display at the entrance of the Neosho Hugh Robinson Airport. If authorized this agreement will extend the display until March 31 2029.

RECOMMENDATION:

Staff recommends that the City Council authorizes the mayor to sign the agreement.

NATIONAL MUSEUM OF THE U.S. AIR FORCE
INVENTORY REPORT
RCS: HAF-HO(A) 8801

Loan Account Number: SDA0356

03-Jan-25

Catalog Number	Nomenclature	Field Site Location	Value
SD-2003-0001	AIRCRAFT, T-37B, 58-1888	1400 TERRY JOHNSON DRIVE	$10,000.00

I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.

Signature: _____ _____

(Historical Property Custodian) (Date)

_____

Typed or Printed Name

_____

Typed or Printed Title

National Museum of the United States Air Force™

Loan Account Point of Contact

2025

Loan Account Number	SDA0356
City/Organization Name	**CITY OF NEOSHO**
Mailing Address	203 EAST MAIN
City	NEOSHO
State	MO
Zip Code	64850-1812
Change:	
Historical Property Custodian	HONORABLE RICHARD DAVIDSON
Title	MAYOR OF NEOSHO
Change:	
Primary Point of Contact (POC)	MR RICHARD LEAVENS
Title	
Change:	
Primary POC Phone Numbers	417-451-8050
Change:	
Primary POC Email Address	rleavens@neoshomo.org
Change:	

☐ Check here if changes have been made to POC sheet

☐ Changes have been updated in database *(National Museum use only)*

DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™
1100 SPAATZ STREET
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102

6 January 2025

CITY OF NEOSHO (SDA0356)
MR RICHARD LEAVENS
203 EAST MAIN
NEOSHO MO 64850-1812

Enclosed is the 2025 loan renewal package for the aerospace vehicle(s) on loan to your organization from the National Museum of the United States Air Force (NMUSAF). The required actions should be completed and returned to the NMUSAF no later than **31 March 2025**.

We are now in our first five-year loan renewal cycle that spans from 1 April 2024 to 31 March 2029.

NMUSAF has an annual Department of Defense requirement to ensure that each loan account verify the property in their care is used for approved purposes, is being maintained and protected according to the loan agreement, and that the borrowing organization still desires to retain the property. NMUSAF fulfills this requirement with the return of the completed inventory report and Point of Contact (POC) sheet. Please see these attached documents.

To complete the inventory report: physically inspect each item on loan. Annotate any discrepancies such as additions (attached munitions), shortages, damage, or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement on the inventory.

To complete the POC sheet: Review the sheet and make handwritten changes to reflect updated information or highlight any typed changes. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization (no exceptions)
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: The individual to whom all correspondence from the NMUSAF will be sent and who can answer questions about the item(s) on loan. This person may be different than the Historical Property Custodian but must be

affiliated with the borrowing organization (an employee of the municipality or volunteer with the veterans organization).

- Email Address: This is the email address for all correspondence. Please consider making this an organizational email address or adding an additional organizational email address.

The certification package may be emailed to NMUSAF.MUC.StaticDisplay@us.af.mil or sent through physical mail to:

NATIONAL MUSEUM OF THE USAF/MUC
ATTN: STATIC DISPLAY PROGRAM
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433-7102

Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Department of the Air Force history. If you have any questions, please contact me at NMUSAF.MUC.StaticDisplay@us.af.mil.

Sincerely

Melissa Shaw

MELISSA SHAW
Community Static Display Program Administrator

Attachments:
1. 2025 Inventory Report
2. Point of Contact Information Sheet

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:	Board of Adjustments (Zoning)
Name	Bret Smith
Address Line 1	501 Peterson Road
Address Line 2	N/A
City	Neosho
State	Missouri
Zip Code	64850
Phone	417-592-7727
Email	bret1130@gmail.com
Why do you want to serve on this board?	My term ends soon. I would like to continue service on the Board of Adjustments.
Have you dealt with this specific Board before?	Yes
Have you attended any Board meetings for this Board?	Yes
What would you like to accomplish if you are appointed to this Board?	Continue my position with the board.
Please respond by:	Email