

NOTICE OF OPEN MEETING

Posted: Friday, December 2, 2022 at 4:00 p.m.

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, December 6, 2022 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. November 15, 2022 Open Session Council Minutes
2. November 15, 2022 Closed Session Council Minutes
3. November 30, 2022 Special Session Minutes
4. Bill No. 2022-86 Contract Renewal with Blue Valley Public Safety
5. Bill No. 2022-87 Amending Section 605.040 Certain Insurance Policies
6. Bill No. 2022-88 Amendment to the Agreement Between Freeman Health System and City of Neosho
7. Bill No. 2022-89 City of Neosho Wastewater Treatment Evaluation
8. Bill No. 2022-90 Greens III Final Plat
9. Bill No. 2022-91 Special Use Permit for 1720 S. High St. for Neosho School District-Daycare
10. Bill No. 2022-92 Agreement with Satterlee Heating and Air-City Hall HVAC Replacement
11. Bill No. 2022-93 Agreement with Satterlee Heating and Air-Senior Center HVAC Replacement
12. Bill No. 2022-94 Phase II Bike Trail Contract with American Ramp Company

VISITOR'S BUSINESS

CORRESPONDENCE

1. Presentation to Faithful Friends
2. Thank you from the Neosho Arts Council

BIDS

December 6, 2022 City Council Meeting

1. City Wide Copier Services
2. Construction Bids for Pre-engineered Building

NEW BUSINESS

1. Bill No. 2022-95 Agreement with Construction Services Group, LLC for Pre-Engineered Building
2. Bill No. 2022-96: Locality Media First Due Software Contract
3. Bill No. 2022-97: Surplus Totaled Vehicles
4. Resolution Bill No. 2022-19 CDBG Grant Resolution for Wastewater
5. Resolution Bill No. 2022-20 Standard Specifications for Stormwater and Street Improvements
6. Amendment to the Electric Service Agreement with Liberty Utilities
7. Irrevocable Consent for Lot 14 on Pella Lane Southgate Estates
8. Naming of Scenic Park Dog Park

CLOSED SESSION

1. 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.

REPORT OF CITY OFFICERS

1. Senior Center Request to Purchase New Tables/Chairs

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
November 15, 2022 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

David Moore opened with prayer and Mayor DeWitt led the Pledge of Allegiance.

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

Richard Davidson, Tyler Dewitt, Julie Humphrey, Charles Collinsworth, Ashton Robinson, Carl Cobb, Angela Thomas

COUNCIL ABSENT:

None Were Absent.

CITY OFFICERS PRESENT:

David Kennedy, City Manager; Jordan Paul, City Attorney; and Cheyenne Wright, City Clerk-minutes taken by City Clerk

APPROVAL OF AGENDA

Mayor DeWitt asked to amend the agenda to include the Letter of Support for the YMCA.

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

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilwoman Robinson made a motion to Approve the Consent Agenda; Councilwoman Humphrey seconded.

November 1, 2022 Open Session Council Minutes
Bill No. 2022-76 FY22 Budget Amendment

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Bill No. 2022-77 FY23 Budget Amendment

Bill No. 2022-83 Work Authorization Agreement with Allgeier, Martin & Associates for a Water Rate Study

Bill No. 2022-84 Work Authorization Agreement with Allgeier, Martin & Associates for a Wastewater Rate Study

Bill No. 2022-85 Special Use Permit Amendment for Section 405.180 for Government Entities

Roll call vote:

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

No: None

Abstain: None

Passed.

PROCLAMATION

November Business of the Month for Kelly Anderson Group

November Business of the Month Proclamation read in its entirety by City Clerk Wright.

VISITOR'S BUSINESS

Anna Turney - Friends of the Park Presenting Donated Funds

Anna Turney, with Friends of the Park, presented Parks and Recreation Director Balls with a donation of \$5,000.00 from the Neosho Masonic Lodge for Scenic Park.

NEW BUSINESS

Public Hearing for Bill No. 2022-90 Greens III Final Plat

Mayor DeWitt opened the public hearing for Bill No. 2022-90 at 7:06 p.m.

Jacob Lett with Schuber Mitchell Homes was present to answer any questions anyone may have.

Mayor DeWitt closed the public hearing for Bill No. 2022-90 at 7:07 p.m.

Bill No. 2022-90 Greens III Final Plat

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, ACCEPTING AND APPROVING THE FINAL PLAT OF THE GREENS III SUBDIVISION, A SUBDIVISION OF THE CIT OF NEOSHO, NEWTON COUNTY, MISSOURI.

Attorney Paul read Bill No. 2022-90 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Bill No. 2022-90 Greens III Final Plat; Councilman Cobb seconded.

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Development Services Director Leavens addressed the Council stating that the purpose of this agenda item is to seek council's approval of the final plat for Greens III. This final plat has been reviewed by various city departments, inspector and accepted by the planning and zoning committee. This Schubert Mitchell addition is located at the intersection of Eagle Drive and Waldo Hatler Memorial Drive at the entrance of Greens II subdivision.

Roll call vote:

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

No: None

Abstain: None

Passed.

Public Hearing for Bill No. 2022-91 Special Use Permit for 1720 S. High Street for Neosho School District-Daycare

Mayor DeWitt opened the public hearing for Bill No. 2022-91 at 7:09 p.m.

Jim Cummins was present to answer any questions the Council or citizens may have.

Mayor DeWitt closed the public hearing for Bill No. 2022-91 at 7:10 p.m.

Bill No. 2022-91 Special Use Permit for 1720 S. High St. for Neosho School District-Daycare

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO NEOSHO SCHOOL DISTRICT TO OPERATE A CHILD DAYCARE AT 1720 S. HIGH STREET, NEOSHO, MISSOURI.

Attorney Paul read Bill No. 2022-91 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-91 SUP for 1720 S. High Street; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the council stating that the purpose of this agenda item is to seek approval of the Special Use Permit at 1720 S. High Street for the Neosho School District for a daycare. The Planning and Zoning Commission voted to approve this special use permit with a 4-yes and 1-no.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2022-86 Contract Renewal with Blue Valley Public Safety

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for maintenance with Blue Valley Public Safety, Inc., a Missouri Corporation, for the purpose of maintaining and repairing outdoor warning sirens for the not to exceed price of Twelve Thousand Two Hundred Seventy-Six and 00/100 Dollars

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(\$12,276.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-86 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2022-86 Contract Renewal with Blue Valley Public Safety; Councilman Cobb seconded.

Fire Chief Houk addressed the Council stating that the purpose of this agenda is to seek council's approval for the renewal of the annual contract with Blue Valley Public Safety for the maintenance of the storm sirens.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2022-87 Amending Section 605.040 Certain Insurance Policies

AN ORDINANCE amending Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors by repealing Section 605.040 and enacting a new Section 605.040 in lieu thereof.

Attorney Paul read Bill No. 2022-87 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-87 Amending Section 605.040 Certain Insurance Policies; Councilman Cobb seconded.

Attorney Paul presented this item regarding the performance and payment bond. This ordinance is to update section 3.b of city code section 605.040 certain insurance policies required before issuance of license for plumbers, electricians, contractors, and subcontractors. This would require that a performance bond be required for city projects in excess of \$50,000.00.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2022-88 Amendment to the Agreement Between Freeman Health System and City of Neosho

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Amended Agreement with Freeman-Oak Hill Health System, a Missouri Nonprofit Corporation, d/b/a Freeman Health System, for the purpose of providing occupational health services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-88 in title only.

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Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-88 Amendment to the Agreement with Freeman Occumed; Councilman Collinsworth seconded.

Human Resources Director Muhic addressed the Council stating that the purpose of this agenda item is to seek approval of the amended contract with Freeman Health System Occumed. As a result of higher operating costs driven by current market conditions, Freeman OccuMed services will see a 10% increase in price effective November 1, 2022, which will increase the current rates that the City of Neosho pays. Freeman would like to demonstrate their appreciation for our long-term partnership and they are offering us an increase in our corporate occupational health services discount from 22% to 28% to help offset future costs.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2022-89 City of Neosho Wastewater Treatment Evaluation

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater treatment evaluation for the not to exceed price of Sixty Thousand and 00/100 Dollars (\$60,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-89 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2022-89 City of Neosho Wastewater Treatment Evaluation; Councilman Collinsworth seconded.

Alliance Water Resources Manager, Ken Brady, presented this item to the City Council seeking approval to enter into an agreement with Allgeier, Martin and Associates for services related to the evaluation of our wastewater treatment system. This would be for a review of the wastewater influent and effluent data to estimate current demand and projection for future demand.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2022-92 Agreement with Satterlee Heating and Air-City Hall HVAC Replacement

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at Neosho City Hall for the not to exceed price of Contractor Thirty Four Thousand Six Hundred Fifty (\$34,650.00); and authorizing the Mayor

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to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-92 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2022-92 Agreement with Satterlee Heating & Air-HVAC City Hall; Councilman Cobb seconded.

City Manager Kennedy addressed the Council requesting approval for the contract with Satterlee Plumbing and Air for the HVAC replacement at City Hall.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2022-93 Agreement with Satterlee Heating and Air-Senior Center HVAC Replacement

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at the Neosho Senior Center for the not to exceed price of Seventy-Four Thousand Eight Hundred Ninety Five Dollars (\$74,895.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-93 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-93 Agreement with Satterlee Heating & Air-HVAC Senior Center; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the Council requesting approval for the contract with Satterlee Plumbing and Air for the HVAC replacement at the Senior Center.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2022-94 Phase II Bike Trail Contract with American Ramp Company

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with American Ramp Company, a Missouri Corporation, for the purpose of constructing a bike park at Morse Park for the not to exceed price of One Hundred Fifty-Nine Thousand and 00/100 Dollars (\$159,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-94 in title only.

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Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2022-94 Phase II Bike Trail Contract with American Ramp Company; Councilwoman Humphrey seconded.

Parks and Recreation Director Balls presented this item to council seeking approval for the contract with American Ramp Company for Phase II of the mountain bike trails at Morse Park.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2022-16 LWCF Grant Scenic Park

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE LAND AND WASTER CONSERVATIONFUND PROGRAM AND AUTHORIZING DAVID KENNEDY TO SIGN ALL GRANT APPLICATION DOCUMENTS IN AN ATTEMPT TO SECURE FUNDING.

Attorney Paul read Resolution Bill No. 2022-16 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2022-16 LWCF Grant Scenic Park; Councilman Cobb seconded.

Development Services Director Leavens presented this item to Council seeking approval to authorize the City Manager to sign documents for LWCF Scenic Park, including playground equipment grant and park upgrades.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2022-17 Donation of Animal Abuse Reward Funds

A RESOLUTION authorizing the City of Neosho, Missouri, to donate reward funds in the amount of Nineteen Thousand Eight Hundred Thirty-Two and 00/100 Dollars (\$19,832.00) to Faithful Friends Animal Advocates, Inc., a Missouri Nonprofit Corporation.

Attorney Paul read Resolution Bill No. 2022-17 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Resolution Bill No. 2022-17 Donation of Animal Abuse Reward Funds; Councilwoman Humphrey seconded.

Police Chief Baird addressed the Council stating that in 2019 an animal abuse case was investigated that drew

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national attention. Reward funds for the arrest of a suspect were donated to the city by individuals all over the nation. It was made clear to the donors that if no suspect was arrested/convicted, then the funds would be donated to a local animal shelter. In 2022, the statute of limitations on the case passed with no suspect arrested. The total funds collected were \$19,832.00. This resolution is to donate these funds to Faithful Friends Animal Shelter, which is the closest animal shelter to Neosho, just outside the city limits.

Roll call vote:

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

No: None

Abstain: None

Passed.

Amendment to the Electric Service Agreement with Liberty Utilities

Public Works Director Siler addressed the Council stating that the purpose of this agenda item is to seek approval for the amendments to the Liberty Utilities Contract as follows:

Councilman Cobb made a motion to Approve the Amendments to the Liberty Utilities Contract, as presented by Staff; Councilwoman Thomas seconded.

Public Works Director Siler addressed the Council stating that there are ten amendments to the Liberty Utilities contract, as follows:

Pineville and Glenview monthly increase \$0.76
Davis and Patterson monthly increase \$0.76
1809 Rachel Drive monthly decrease -\$1.79
398 N College monthly decrease -\$4.17
201 N College monthly decrease -\$4.17
2802 Neosho Heights monthly decrease -\$1.79
906 Summit Street monthly decrease -\$1.79
Pineville and Daugherty monthly decrease -\$076
321 Hamilton monthly decrease -\$1.79
109 W Main monthly decrease -\$7.96

Total Decrease of -\$21.18

Roll call vote:

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

No: None

Abstain: None

Passed.

Letter of Support for Neosho Habitat for Humanity

City Manager Kennedy addressed the Council stating that the purpose of this agenda item is to seek council's approval for the Mayor to sign a letter of support for Neosho Area Habitat for Humanity regarding their

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application for the Community Revitalization funds available through a DED grant.

Councilwoman Thomas made a motion to Approve the Letter of Support for Neosho Habitat for Humanity ; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Letter of Support for YMCA

City Clerk Wright addressed the the Council stating that the purpose of this agenda item is to request council's approval to allow the Mayor to sign a letter of support for the YMCA to apply for a grant for ARPA funds through the state.

Councilwoman Robinson made a motion to Approve the Letter of Support for the YMCA; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

APPOINTMENTS AND VACANCIES

Historic District Commission

- 1. David Sims Letter of Reappointment**
- 2. Suzie Crosno Letter of Reappointment**

City Clerk Wright stated that both of these letters are for reappointment and no other applications have come in for these positions.

Councilman Collinsworth made a motion to Motion to Reappoint David Sims and Suzie Crosno to the Historic District Commission; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Senior Citizen Committee

November 15, 2022

- 1. Janet Penn Letter of Interest**
- 2. Daniel Wood Letter of Interest**

City Clerk Wright stated that there were two openings on this board, as of October 31, 2022. The two members that were on the board were sent expiration letters and neither sent letters requesting to stay on this board. There were two letters received requesting to serve on this board, one from Janet Penn and one from Daniel Wood. These two citizens spend time at the Senior Center.

Councilman Cobb made a motion to Motion to Appoint Janet Penn and Daniel Wood to the Senior Center Committee; Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

City Manager Kennedy stated that we received information on the ARPA Grants. There was one denied for drinking water, approved for stormwater and wastewater is pending.

Pictures of the Bridge

Parks and Recreation Manager Balls addressed the Council regarding the bridge that was to be used for the RTP Grant. This bridge is in ill-repair. We did estimate the cost of this bridge at around \$20,000. A new bridge would cost \$75,000 to \$100,000. This is a 50ft bridge and was inspected a year ago by the past Parks and Rec Director. However, the bridge was not really looked over thoroughly.

CLOSED SESSION

Mayor DeWitt asked for a motion to go into closed session under:

Section 610.021 (1) RSMo...Legal actions, causes of action of 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.

Councilwoman Thomas made a motion to Motion to go into Closed Session; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

November 15, 2022

Mayor DeWitt closed the open session at 7:42 p.m.

Mayor DeWitt came back into open session at 8:26 p.m. and announced that there were no votes taken.

ADJOURN

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

Councilman Cobb made a motion to adjourn; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor DeWitt adjourned the November 15, 2022 City Council Meeting at 8:27 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

MINUTES
NEOSHO CITY COUNCIL
November 30, 2022 - 9:00 AM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

Mayor DeWitt called the meeting to order at 9 a.m.

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Charles Collinsworth, Ashton Robinson, Tyler DeWitt

COUNCIL ABSENT:

Julie Humphrey, Richard Davidson

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

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

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

NEW BUSINESS

Resolution Bill No. 2022-18: ARPA Fire Protection Grant

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE AMERICAN RESCUE PLAN GRANT FOR FIRE PROTECTION AND AUTHORIZING DAVID KENNEDY TO SIGN ALL GRANT APPLICATION DOCUMENTS IN AN ATTEMPT TO SECURE FUNDING.

Attorney Paul read Resolution Bill No. 2022-18 in title only.

Councilman Collinsworth made a motion to Approve Resolution Bill No. 2022-18 ARPA Fire Protection Grant; Councilwoman Robinson seconded.

City Manager Kennedy addressed the Council stating that the purpose of this agenda item is to authorize a signer for the Fire Protection Grant funding that was put out through the ARPA funding. The fire department had budgeted for a new fire vehicle. They would like to seek this extra funding to help offset cost of this

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vehicle. This is 50/50 grant that is up to \$20,000.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

ADJOURN

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

Councilman Collinsworth made a motion to Adjourn; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Mayor DeWitt closed the November 30, 2022 special session council meeting at 9:03 a.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-86 Contract Renewal with Blue Valley Public Safety

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2022-86 agreement w BVPS RE outdoor warning siren maintenance
 2. Maintenance Agreement Neosho, MO 2022
-

PURPOSE:

The renew the annual contract with Blue Valley Public Safety

BACKGROUND:

The city has an annual contract with Blue Valley Public Safety for the repair and maintenance of all of the storm sirens. Blue Valley Public Safety has been doing an excellent job of servicing and maintaining our storm sirens. They are quick to respond to our calls, and do quality work. This is a budgeted item and I am seeking the council's approval to renew the contract.

RECOMMENDATION:

Staff recommends the approval of the contract with Blue Valley Public Safety.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for maintenance with Blue Valley Public Safety, Inc., a Missouri Corporation, for the purpose of maintaining and repairing outdoor warning sirens for the not to exceed price of Twelve Thousand Two Hundred Seventy-Six and 00/100 Dollars (\$12,276.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for maintenance with Blue Valley Public Safety, Inc., a Missouri Corporation, for the purpose of maintaining and repairing outdoor warning sirens for the not to exceed price of Twelve Thousand Two Hundred Seventy-Six and 00/100 Dollars (\$12,276.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Fire Chief Aaron Houk
Customer: Neosho Emergency Management
Address: 125 North College
City: Neosho
State: MO
Zip: 64850
Phone: 417-451-8021
Fax: *
Email: ahouk@neoshomo.org

Maintenance Agreement No.:

331220912

Please reference this
no. on your order

Date: 3/31/22

Maintenance Period

12-01-22 thru 11-30-23

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 96 Hour Response Time / Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	11	MC-2001DC	Maintenance Contract for model 2001 Siren head	\$18.00	\$198.00	\$2,376.00
2	11	MC-DCFCTD	Maintenance Contract for Siren Two Way Control (incl DCFCTBDH)	\$18.00	\$198.00	\$2,376.00
3	2	MC-MOD4016	Maintenance Contract for Modulator Siren	\$23.00	\$46.00	\$552.00
4	2	MC-UVDH	Contract for Controller and Amps	\$38.00	\$76.00	\$912.00
5	52	MC-BATT	Contract per standard battery	\$7.50	\$390.00	\$4,680.00
6	2	MC-SS2000	Contract for SS2000 Series Encoders	\$20.00	\$40.00	\$480.00
7	1	MC-SFCD25	Software Warranty for Commander Software up to 25 Sites	\$75.00	\$75.00	\$900.00

Total of Contract Monthly \$1,023.00

Total of Contract Annually \$12,276.00

Contract Notes:

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Norma Cates

Company: Blue Valley Public Safety Inc.

Address: P.O. Box 363 - 509 James Rollo Dr.

City, State, Zip: Grain Valley, MO 64029

Country: USA

Work Phone: 1-800-288-5120

Fax: 816-847-7513

Approved By: Norma Cates

Title: President

Dee A. Wieduwilt

Office Manager

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Fire Chief Aaron Houk
Customer: Neosho Emergency Management
Address: 125 North College
City: Neosho
State: MO
Zip: 64850
Phone: 417-451-8021
Cell: *
Fax: *
Email: ahouk@neoshomo.org

Maintenance Agreement No.:
331220912
Please reference this
no. on your order
Date Quoted: 3/31/22

I hereby agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____ Date: _____
Title: _____

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Fax: 816-847-7513
dee@bvpsonline.com



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Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.
4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.
6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to

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509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

which CUSTOMER is a party or which may be binding upon CUSTOMER.

10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.

11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

12. *SPECIAL PROVISIONS

96 Hours response time.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-87 Amending Section 605.040 Certain Insurance Policies

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2022-87 amending Section 605.040

PURPOSE:

Update section 3.b of city code section 605.040 certain insurance policies, required before issuance of license for plumbers, electricians, contractors, and subcontractors.

BACKGROUND:

To update, our city code section 605.040 authorizes a performance bond in excess of \$ 50,000.00 for city projects to require such a bond in the amount of the contracted price.

RECOMMENDATION:

Approve the ordinance as submitted and authorize the Mayor to sign.

AN ORDINANCE amending Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors by repealing Section 605.040 and enacting a new Section 605.040 in lieu thereof.

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

Section 1. That 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 insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).
 - b. Unless otherwise provided, if a contractor performs work for the City of Neosho, **the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00),** a performance bond running to the City, [~~ten thousand dollars (\$10,000.00)~~] **equal 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.”

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-88 Amendment to the Agreement Between Freeman Health System and City of Neosho

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

1. Bill No. 2022-88 Occumed Freeman Health System RE Occupational Health Services - amendment
 2. City of Neosho First Amendment for OccuMed eff 11-1-22
 3. City of Neosho OccuMed Agreement eff 7-1-19
-

PURPOSE:

The purpose of this agreement is for Council to approve the amended corporate occupational health service agreement between Freeman Health System and City of Neosho.

BACKGROUND:

As a result of higher operating costs driven by current market conditions, Freeman OccuMed services will see a 10% increase in price effective November 1, 2022, which will increase the current rates that City of Neosho pays. Due to this and Freeman Health System wanting to demonstrate appreciation for our long-term partnership, they are offering us an increase in our corporate occupational health services discount from 22% to 28% to help offset future costs.

RECOMMENDATION:

Staff requests council's approval to allow the Mayor to sign the amended corporate occupational health service agreement between Freeman Health System and the City of Neosho.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Amended Agreement with Freeman-Oak Hill Health System, a Missouri Nonprofit Corporation, d/b/a Freeman Health System, for the purpose of providing occupational health services; 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 Amended Agreement by and between the City of Neosho, Missouri, and Freeman-Oak Hill Health System, a Missouri Nonprofit Corporation, d/b/a Freeman Health System, for the purpose of providing occupational health services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

**FIRST AMENDMENT TO
CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
BETWEEN
FREEMAN HEALTH SYSTEM
AND
CITY OF NEOSHO
EFFECTIVE DATE: NOVEMBER 1, 2022**

City of Neosho (Employer) and Freeman Health System (Freeman) hereby mutually agree to amend the July 1, 2019 Corporate Occupational Health Service Agreement between the parties effective November 1, 2022 as follows:

1. Increase the discount for occupational health services from 22% to 28%.

CITY OF NEOSHO

By: _____

Name: _____

Title: _____

Date: _____

FREEMAN HEALTH SYSTEM

By: _____

Name: Wesley B. Braman

Title: Vice President Business Development

Date: _____

**CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
FREEMAN HEALTH SYSTEM & CITY OF NEOSHO
EXHIBIT A - PREFERRED PLAN
EFFECTIVE: NOVEMBER 1, 2022**

The Employer agrees to primarily use Freeman Health System for the following services and no other fee schedules or discounts shall apply. Employer may have special cases that require non-Freeman providers. The Participating Provider shall bill all services at its Billed Charges rate and Employer agrees to pay such charges subject to the discount listed, and no other fee schedules, discounts, or reimbursement reductions shall apply.

OccuMed Client Services

Including, but not limited to, Physicals and Drug Screens

Discount From Billed Charges

28%

The following services or products are limited to those associated with treating a worker's compensation injury or illness:

Workers' Compensation

Work Injury Treatment at OccuMed

Work Injury Therapy

Freeman Hospital Emergency Room and Urgent Care

Freeman Hospital (Joplin) – all other services

Freeman Surgical Center

Freeman Neosho Hospital – all services

Discounts From Billed Charges

28%

22%

22%

22%

22%

22%

Health Essentials

Services and Products

10%

**CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
FREEMAN HEALTH SYSTEM & CITY OF NEOSHO
EXHIBIT B – PREFERRED PLAN PARTICIPATING PROVIDER LIST
EFFECTIVE: NOVEMBER 1, 2022**

OccuMed Clinics

OccuMed – Carthage
OccuMed – Joplin
OccuMed – Neosho

Hospitals, Including Emergency Room Services

Freeman Hospital West
Freeman Neosho Hospital

Surgery Center

Freeman Surgical Center

Urgent Care Service

Freeman Urgent Care – Joplin
Freeman Urgent Care – Webb City

Durable Medical Equipment Providers

Health Essentials

Note: The Participating Provider List may be revised from time to time by Freeman in its sole discretion.

City of Neosho
&
Freeman
Health
System

Corporate Occupational Health
Services Agreement
2019

CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT

BY AND BETWEEN

City of Neosho, a business corporation organized under the laws of the State of Missouri (hereinafter called "**Employer**").

AND

Freeman Health System, a nonprofit corporation organized under the laws of the State of Missouri, (hereinafter called "**Freeman**").

WITNESSETH:

In consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

Freeman shall provide Employees and/or prospective Employees of Employer with the services listed on Exhibit A, which is attached and incorporated by reference herein, on an "as needed" basis.

I. Definitions

The following definitions apply to this Agreement:

- a) Physicals: pre-employment and/or post-employment physical examinations, provided by a physician and/or appropriate health care professional.
- b) Drug Screen: pre-employment or Employer requested screening for those drugs agreed upon by Employer and Freeman.
- c) Workers' Compensation Services: assessment and treatment of work related injury or illness by physicians or appropriate health care professional.
- d) Work Injury Therapy: physical therapy by a qualified physical therapist or therapist assistant as ordered by an OccuMed physician, as part of an Employer approved treatment plan, for treatment of work related injury or illness.
- e) Employee: a person employed or applying for employment by Employer.
- f) Participating Provider: those hospitals, physicians, other health care providers and divisions of Freeman identified on Exhibit B who have agreed to provide services under this Agreement when authorized to do so by Employer.
- g) Billed Charges: those charges made by the Participating Provider for the services rendered which have been determined to be fair and reasonable by the Participating Provider. Employer shall not be entitled to substitute other charges, fee schedules, "fairness charges", "usual and customary charges" or lesser charges for those set by the Participating Provider in accordance with Exhibit A.

II. Independent Contractors

In the performance of all obligations hereunder, Freeman and Employer shall be deemed to be independent contractors. Nothing in this Agreement shall cause a joint venture, partnership or other legal association to exist between the parties.

III. Responsibilities of Participating Providers

- a) **Freeman Contracts with Participating Providers.** Freeman requires the following of all Participating Providers:
1. **Licensure, Certificates and Accreditation.** Participating Provider hospital(s) have and shall maintain in good standing, all Federal, State and local licenses and certificates as required by law. Participating Provider physicians have, and shall maintain in good standing, a license to practice medicine in any state where they practice, shall be board certified or board eligible, board trained or meet substitute requirements and shall maintain appropriate medical staff membership and clinical privileges at a Participating Provider hospital(s). Health care personnel providing services to Employees under the direction or guidance of a Participating Provider shall be duly licensed and certified in accordance with all Federal, State and local requirements.
 2. **Admissions and Referrals.** Participating Provider physicians shall:
 - (i) Admit or arrange for the admission of Employees only to Participating Provider hospitals; and
 - (ii) Refer Employees to other Participating Providers, unless the Participating Provider physician determines otherwise based on medical necessity and such determination is agreed to by Employer or Employer's workers' compensation agent. If Participating Provider physician does not maintain admitting privileges at a Participating Provider hospital to which Employee is directed by Employer for services as defined on Exhibit A, Participating Provider physician will refer Employee to another Participating Provider physician who maintains such privileges.
- b) **Employee Verification.** Participating Providers shall provide services to Employees who present themselves to the Participating Provider with a valid Employer authorization. Employee verification, as well as verification of work related injury or illness, may be obtained by written Employer authorization or by a telephone call to Employer. Employer has up to three (3) days to verify or authorize services.

IV. Billing and Payment

- a) Participating Provider shall bill Employer for all services performed for Employees by Participating Provider in accordance with Participating Provider's billing policies. Billings and fees charged for Participating Provider's services shall comply with all applicable statutes, rules and regulations, including those pertaining to workers' compensation programs. Employer agrees to pay the Billed Charges subject to the percentage discount identified on Exhibit A. No discount(s) other than the discount(s) listed shall be available to or taken by Employer. The Participating Provider is authorized to provide all necessary medical treatment related to the verified work related injury or illness of all Employees referred to the Participating Provider by the Employer.

- b) Employer shall pay or direct its workers' compensation agent to pay for all Billed Charges no later than sixty (60) days following receipt of each bill from Participating Provider or no discount shall apply. Should the Participating Provider find it necessary to resort to legal action to obtain payment from Employer, the Participating Provider shall be entitled to recover all cost of collection, including attorney fees.

V. Indemnification

Freeman shall indemnify and hold Employer harmless from any loss it might suffer or any liability it might have to any person(s) as a result of any negligent acts or omissions of Freeman or its employees to the extent permissible by law. Employer in turn shall indemnify and hold Freeman harmless from any loss it might suffer or any liability it might have to any person(s) as a result of any negligent acts or omissions of Employer, or its employees.

VI. Assignment

It is expressly understood by both parties that this Agreement may not be assigned by either party without the written consent of the other party, provided that Freeman may assign its obligations to subsidiary upon notice to Employer.

VII. Binding Effect

This Agreement shall be binding upon the successors, agents and permitted assigns of the parties hereto. All Participating Providers performing services for Employer under this Agreement shall be bound by the payment terms and conditions of this Agreement without further discounts or assignments.

VIII. Amendment

This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by the parties.

IX. Term and Termination

- a) This Agreement shall commence on July 1, 2019 ("the Effective Date") and shall be in force for a period of one (1) year from the Effective Date. This Agreement shall automatically renew for additional one (1) year terms, unless either party gives the other party written notice of its intention not to renew this Agreement no later than sixty (60) days prior to the expiration of the then current term.
- b) Freeman and the Employer shall each have the right to terminate this Agreement by giving written notice to the other party of breach of any term(s) of this Agreement (effective on the date stated in the notice, which must be at least thirty (30) days after its receipt by the party in breach), provided, however, the breaching party shall have the right to cure the breach(es) prior to the termination date stated in said notice and if such breach is cured, then this Agreement shall remain in full force and effect. Unless otherwise prohibited by law, nonpayment of any uncontested invoices by Employer thirty (30) days after receipt of invoices shall constitute sufficient grounds for termination by Freeman.

- c) This Agreement shall also be terminated automatically in the event of bankruptcy or cessation of business by either party.

X. Notice

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, postage prepaid and return receipt requested, to Employer or Freeman at the address set forth below. The notice shall be deemed given two (2) days after mailing.

To Freeman:

Freeman Health System
Attn: Wesley B. Braman
Vice President Business Development
1102 W. 32nd Street
Joplin, MO 64804

To Employer:

City of Neosho
Attn: Jan Beckwith
HR Director
203 E. Main St.
Neosho, MO 64850

XI. Miscellaneous

- a) This Agreement and Exhibits constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject matter hereof. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- b) No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- c) Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.
- d) This Agreement shall be construed and enforced under and in accordance with the laws of the State of Missouri.
- e) Should any Billed Charges be disputed, Freeman reserves the right to seek payment of such Billed Charges as allowed by the workers' compensation law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

EXHIBITS:

Exhibit A – Service Selection

Exhibit B – Participating Provider List

CITY OF NEOSHO

"Employer"

BY: Bill J. Darden
(Signature of Authorized Officer or Agent)

DATE: October 1, 2019

FREEMAN HEALTH SYSTEM

"Freeman"

BY: W B Braman
Wesley B. Braman
Vice President Business Development

DATE: 9/23/19

CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT

FREEMAN HEALTH SYSTEM & CITY OF NEOSHO

EXHIBIT A - PREFERRED PLAN

EFFECTIVE: JULY 1, 2019

The Employer agrees to primarily use Freeman Health System for the following services and no other fee schedules or discounts shall apply. Employer may have special cases that require non-Freeman providers. The Participating Provider shall bill all services at its Billed Charges rate and Employer agrees to pay such charges subject to the discount listed, and no other fee schedules, discounts, or reimbursement reductions shall apply.

OccuMed Client Services

Including, but not limited to, Physicals and Drug Screens

Discount From Billed Charges

22%

The following services or products are limited to those associated with treating a worker's compensation injury or illness:

Workers' Compensation

Work Injury Treatment at OccuMed

Work Injury Therapy

Freeman Hospital Emergency Room and Urgent Care

Freeman Hospital (Joplin) – all other services

Freeman Surgical Center

Freeman Neosho Hospital – all services

Gateway/ECI Emergency Room Physicians

Discounts From Billed Charges

22%

22%

22%

22%

22%

22%

45%

Health Essentials

Services and Products

10%

**CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
FREEMAN HEALTH SYSTEM & CITY OF NEOSHO
EXHIBIT B – PREFERRED PLAN PARTICIPATING PROVIDER LIST
EFFECTIVE: JULY 1, 2019**

OccuMed Clinics

OccuMed – Carthage
OccuMed – Joplin
OccuMed – Neosho

Hospitals, Including Emergency Room Services

Freeman Hospital West
Freeman Neosho Hospital

Surgery Center

Freeman Surgical Center

Urgent Care Service

Freeman Urgent Care – Joplin
Freeman Urgent Care – Webb City

Durable Medical Equipment Providers

Health Essentials

Note: The Participating Provider List may be revised from time to time by Freeman in its sole discretion.

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-89 City of Neosho Wastewater Treatment Evaluation

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2022-89 City of Neosho Wastewater Treatment Evaluation
 2. WAA Wastewater Treatment Plant Eval 110922 - City edits 11-9-22
-

PURPOSE:

To enter into an agreement with Allgeier, Martin and Associates for services related to the evaluation of our wastewater treatment system.

BACKGROUND:

SCOPE OF WORK:

The scope of work for this agreement shall include the evaluation of the existing water treatment plant. Specifically, the evaluation will include:

- A review of wastewater influent and effluent data to estimate current demand and project a future, 20-year demand

based on population and community growth projections.

- A review of available plans, specifications and operation and maintenance manuals available for the existing equipment.
- A visual review of the existing treatment plant site as a whole; each unit process; and condition of piping, pumps equipment and appurtenances.
- An evaluation of the hydraulic and organic loading to the plant and projected loadings.
- A review of the lift stations sites, perform draw down test and evaluated the ability to meet future flows.
- A analysis of options to correct any deficiencies found.
- An Opinions of Probable Costs for each of the evaluated alternatives.

RECOMMENDATION:

To approve the agreement as presented and authorize the Mayor to execute.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater treatment evaluation for the not to exceed price of Sixty Thousand and 00/100 Dollars (\$60,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater treatment evaluation for the not to exceed price of Sixty Thousand and 00/100 Dollars (\$60,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the lump sum fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Lump Sum Fee: \$ 60,000.00

By: J. Eric DeGruson
J. Eric DeGruson, P.E. Vice President

Date: November 9, 2022

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: CITY OF NEOSHO WASTEWATER TREATMENT EVALUATION

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO

ATTN: DAVID KENNEDY

STREET ADDRESS: 203 E. MAIN ST.

CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK:

The scope of work for this agreement shall include the evaluation of the existing water treatment plant.

Specifically, the evaluation will include:

- A review of wastewater influent and effluent data to estimate current demand and project a future, 20-year demand based on population and community growth projections.
- A review of available plans, specification and operation and maintenance manuals available for the existing equipment.
- A visual review of the existing treatment plant site as a whole; each unit process; and condition of piping, pumps equipment and appurtenances.

- An evaluation of the hydraulic and organic loading to the plant and projected loadings.
- A review of the lift stations sites, perform draw down test and evaluated ability to meet future flows.
- A analysis of options to correct any deficiencies found.
- An Opinions of Probable Costs for each of the evaluated alternatives.

Upon completion of the study, two meetings, one with key staff to discuss results and one to present the findings to the council are included.

If the Council decides to act on any of the alternatives, the report will be provided to MDNR and selected funding agencies for review and approval. Coordination beyond approval of the report will be considered an additional service.

The evaluation will **not** include the preparation of sealed drawings for the construction of the selected improvements; the preparation of construction drawings for the selected alternative would be considered an additional service. The scope of services does **not** include any field survey of the site or any field work of any nature beyond observation during site visit(s). Any coordination with the regulatory authority (MDNR) for the construction of the selected improvements is **not** included in the scope of work. This work is for the lift station and wastewater treatment plant sites only, it does not extended into evaluation of the collection system.

Any services requested not specifically described above shall be considered additional services and shall be performed and billed at our hourly rate, as shown on the attached rate schedule upon prior approval by the Client to perform such services.

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work

and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles. Venue shall exclusively lie in the Circuit Court of Newton County, Missouri.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-90 Greens III Final Plat

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2022-90 Greens III Final Plat
 2. JOP-100-6790 final plat
-

PURPOSE:

The purpose of this item is to gain council approval of the Final Plat for The Greens III

BACKGROUND:

The Greens III preliminary plat has been reviewed by involved city departments and inspectors and accepted by the Planning and Zoning Committee. This Shubert Mitchell addition is located at the intersection of Eagle Drive and Waldo Hatler Memorial Drive at the entrance of The Greens II subdivision.

RECOMMENDATION:

It is the recommendation of staff that the council accept the Final Plat for the Greens III.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, ACCEPTING AND APPROVING THE FINAL PLAT OF THE GREENS III SUBDIVISION, A SUBDIVISION OF THE CIT OF NEOSHO, NEWTON COUNTY, MISSOURI.

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

Section 1: It is hereby found and determined that a preliminary plat was filed with the Planning and Zoning Commission of the City of Neosho, Missouri; and the Planning and Zoning Commission accepted the preliminary plat.

Section 2: It is further found and determined that a final plat was filed with the Neosho City Council, the purpose of which was to act upon final plat as required by ordinance.

Section 3: That the final plat for The Greens III Subdivision, a subdivision of the City of Neosho, Newton County, Missouri is hereby accepted and approved, including the dedications of right-of-way for streets, water mains, sewer mains, and all other utilities.

Section 4: The city Clerk is hereby instructed to prepare two copies of this ordinance with one copy to be attached to the final plat for recording. The City Clerk shall certify all copies of the plat to be recorded that the plat is hereby accepted and approved by the City of Neosho.

Section 5: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6: This ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

APPROVED after final passage this ____ day of _____ 2022.

ATTEST: CITY OF NEOSHO, CITY COUNCIL

Clerk

Mayor

APPROVED:

City Attorney

OLD SENECA ROAD

KODAK ROAD

26

PETERSON ROAD

SITE

WALDO HATLER MEMORIAL DRIVE

LOCATION SKETCH

SECTION 26

T 25 N., R 32 W

SCALE: 1"=2000'

TRACT 1: A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 32 WEST, IN THE CITY OF NEOGHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER THEREOF, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) NORTH 88°58'45" EAST 166.14 FEET, THENCE ALONG SAID SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) NORTH 89°00'10" WEST 166.14 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) NORTH 89°00'10" WEST 166.14 FEET, THENCE ALONG SAID EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) NORTH 1°17'55" EAST 300.00 FEET, THENCE LEAVING SAID EAST LINE SOUTH 89°00'10" EAST 166.14 FEET, THENCE SOUTH 1°17'52" WEST 300.00 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 32 WEST, IN THE CITY OF NEOGHO, NEWTON COUNTY, MISSOURI, FOR THE PURPOSES (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 370 AT PAGE 4825).

TRACT 2:
A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER THEREOF, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER NORTH 88°54'53" WEST 165.17 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID POINT OF BEGINNING, THENCE ALONG THE EAST LINE OF THE WELDON TRACT AS DESCRIBED IN DEED BOOK 360 AT PAGE 8019; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE WELDON PARCEL NORTH 17°55' EAST 357.45 FEET; THENCE LEAVING THE EAST LINE OF THE WELDON PARCEL SOUTH 89°00'10" EAST 166.14 FEET; THENCE LEAVING SAID POINT OF BEGINNING, THENCE ALONG THE WEST LINE OF BEGINNING, (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 369 AT PAGE 8954).

TRACT 3:

PART OF THE GRANTOR'S TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 6487 IN THE RECORDER OF DEEDS FOR MISSOURI BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE LEAVING SAID SOUTHEAST CORNER AND GOING SOUTH 09°02'00" EAST 140.17 FEET TO A POINT ON THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE LEAVING SAID POINT AND GOING WEST 140.17 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°02'00" WEST, 25.00 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 01°18'00" EAST, 657.54 FEET; THENCE LEAVING SAID POINT AND GOING SOUTH 09°02'00" EAST 140.17 FEET TO A POINT ON THE DEDICATED ROADWAY RECORDED AT PLAT BOOK 20 AT PAGE 3; THENCE ALONG SAID WEST LINE SOUTH 01°18'00" WEST, 657.56 FEET TO THE POINT OF BEGINNING, CONTAINING 0.38 ACRES, MORE OR LESS, ACCORDING TO SURVEY, BUT NOT EXCEEDING 0.38 ACRES, OR OF FACT, AS ORDERED ON GENERAL WARRANTY DEED RECORDED IN BOOK 371 AT PAGE 8098.

SCHUBER MITCHELL HOMES, LLC
BOOK 370, PAGE 4825
BOOK 369, PAGE 9954
BOOK 371, PAGE 8096

DEVELOPER AND OWNER
SCHUBER MITCHELL HOMES, LLC
1810 FOUNTAIN ROAD
WEBB CITY, MISSOURI 64870

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
RONALD W. WALLACE, P.L.S.
LOGAN ELLIS, P.E.



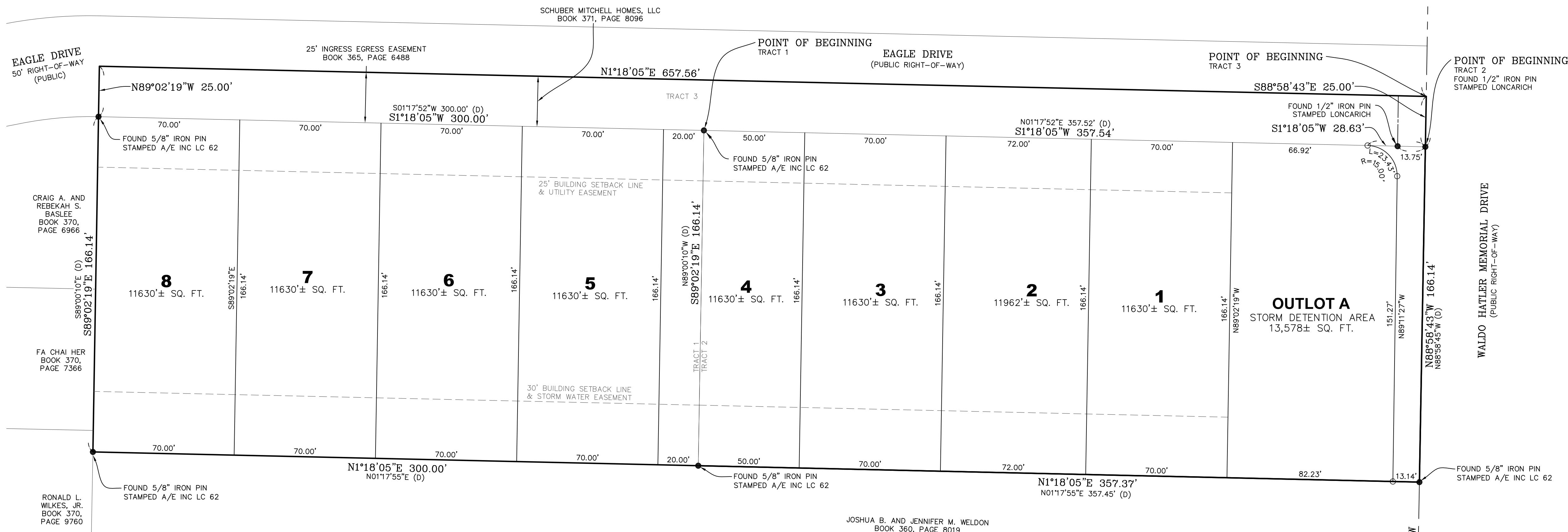
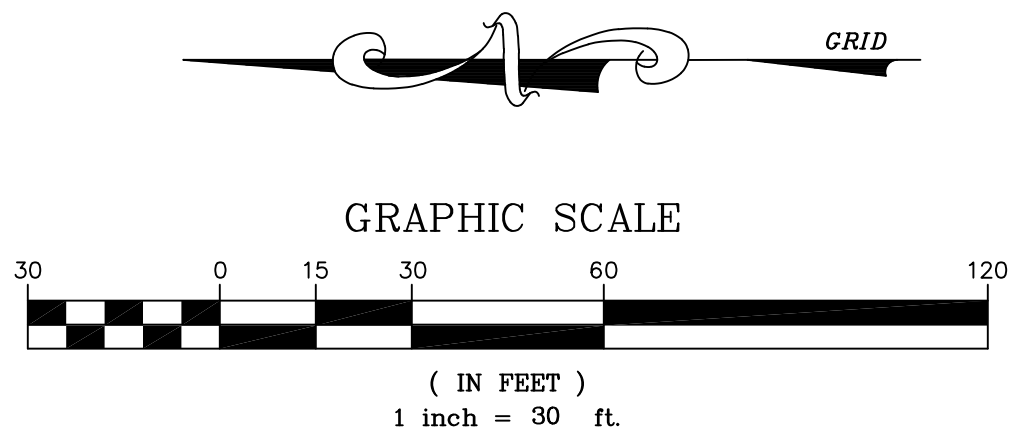
**ANDERSON
ENGINEERING**
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 10-19-22
DRAWN: SLM FIELD BK:
CHECKED: RWW JOB NO: 22JO10062

JOP 100-6790

POINT OF COMMENCEMENT
FOUND ALUMINUM MONUMENT
STAMPED LONCARICH
SOUTHEAST CORNER
QUARTER OF THE SOUTHWEST QUARTER
SECTION 26, T-25-N, R-32-W



● FOUND IRON PIN-AS NOTED
 ○ SET 5/8" X 24" REBAR
 WITH PLASTIC STAMPED A/E INC LC 62
 (D) DEED DISTANCE/BEARING
 ————— PROPERTY LINE
 - - - - - EASEMENT LINE

I HEREBY CERTIFY THAT I AM A MEMBER OF SCHUBERT MITCHELL HOMES, LLC, BEING THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE JURISDICTION OF THE CITY OF NEOSHO, THAT I HEREBY FREELY ADOPt THIS DECLARATION OF DEDICATION OF THE PROPERTY TO THE PUBLIC AS A PLAT AS ARE STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY DENOTED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR PUBLIC USE, AUTHORIZED BY LAW TO BE ACCEPTED FOR PUBLIC USE IS APPROVED BY THE NEOSHO BOARD OF ALDERMAN IN THE PUBLIC INTEREST.

SCHUBER MITCHELL HOMES, LLC

BY: _____ DATE: _____

 MEMBER

STATE OF MISSOURI)
COUNTY OF NEWTON) SS

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME
_____, MEMBER OF SCHUBER MITCHELL HOMES,
LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE
FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF
SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY
NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

THIS PLAT OF THE GREENS PLAT 3, INCLUDING EASEMENTS AND RIGHTS-OF-WAY
ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE
NEOSHO CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED
AND APPROVED BY THE MAYOR ON THE _____, OF _____,
20_____, OF NEOSHO, MISSOURI.

(SEAL) _____

ATTEST:

CITY CLERK _____ CITY ENGINEER _____

THIS PLAT OF THE GREENS PLAT 3 HAS BEEN SUBMITTED TO AND APPROVED BY
THE NEOSHO PLANNING AND ZONING COMMISSION THIS _____ DAY OF
_____, 20____.

CHAIRMAN

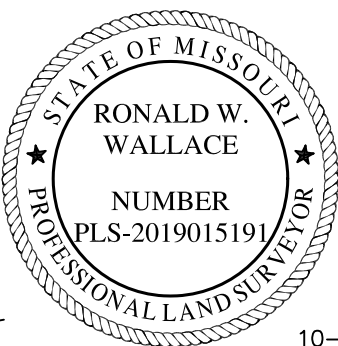
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 10.1177/0022032106292311
 DOI: 10.1177/0022032106292311
 jme.sagepub.com

TOTAL ACRES:	2.89± ACRES
TOTAL STREET DEDICATION	0.43± ACRES
TOTAL NO OF LOTS:	8
SMALLEST LOT:	11,630± (LOTS 1, 3-8)
LARGEST LOT:	11,962± (LOT 2)
CURRENT ZONING:	R-1
SUBMITTAL DATE:	
SOURCE OF WATER:	CITY OF NEOSHO
SOURCE OF SEWER:	CITY OF NEOSHO
SOURCE OF FUEL:	BK 370, PG 4825
	BK 369, PG 3954
	BK 371, PG 8096
ACCURACY STANDARD:	URBAN,

ACCURACY STANDARD

KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER
MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN
ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS,
PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT
CORNER PINS WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING
PLAT.

LAST REVISION DATE OCTOBER 20, 2022
ANDERSON ENGINEERING, INC. L.C. 62
by



RONALD W. WALLACE
MO P.L.S. NO. 2019015191

10-20-22
DATE


RONALD W. WALLACE
MO P.L.S. NO. 2019015191

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 290265 0282 E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 26, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

3) DISTANCES SHOWN ARE GRID DISTANCES IN US SURVEY FEET.

SUBJECT PROPERTY IS ZONED R-1 (FIRST DWELLING HOUSE DISTRICT).
ZONING INFORMATION CAN BE FOUND FROM THE
<https://neoshogis.integritygis.com> ALONG WITH THE ZONING CODE
LINK.

FRONT: 25'

SIDE: THERE SHALL BE A SIDE YARD ON EACH SIDE OF A BUILDING, NOT LESS THAN TEN PERCENT (10%) OF THE WIDTH OF THE LOT; EXCEPT THAT SUCH SIDE YARD SHALL NOT BE LESS THAN SEVEN (7) FEET, AND NEED NOT BE MORE THAN FIFTEEN (15) FEET. BUILDINGS ON CORNER LOTS SHALL PROVIDE A SIDE YARD ON THE STREET SIDE OF NOT LESS THAN FIFTEEN (15) FEET, PROVIDED, THIS REGULATION SHALL NOT BE SO INTERPRETED AS TO REDUCE THE BUILDABLE WIDTH OF A CORNER LOT IN SEPARATE OWNERSHIP AT THE TIME OF THE PASSAGE OF THIS CHAPTER TO LESS THAN THIRTY-FIVE (35) FEET.

REAR: THE DEPTH OF THE REAR YARD SHALL BE AT LEAST TWENTY PERCENT (20%) OF THE DEPTH OF THE LOT, BUT SUCH DEPTH NEED NOT BE MORE THAN THIRTY (30) FEET.

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-91 Special Use Permit for 1720 S. High St. for Neosho School District-Daycare

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2022-91 Special Use Permit Neosho School District for 1720 S. High St

PURPOSE:

The purpose of this item is to consider a Special Use Permit at 1720 S. High St. for a daycare operated by Neosho School District.

BACKGROUND:

1720 S. High is the location previously occupied by the High Street Christian Church and is currently zoned R-1 First Dwelling House District. The school district previously requested that the location be rezoned to R-3 but that was met with opposition from the area home owners, the Planning and Zoning Committee and City Council, mostly because of any future use should the school district sell the property. The Special Use Permit was offered as a more appropriate option.

The Planning and Zoning Committee took up the issue again on November 8th and heard from one member of the public who expressed concerns about the traffic on High Street.

The Planning and Zoning Committee voted 4-1 to recommend the issuance of an extended term Special Use Permit but recommends that traffic concerns be reviewed.

RECOMMENDATION:

Staff recommends the issuance of a ten year Special Use Permit to the Neosho School District for the purpose of operating a daycare at 1720 S. High St.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO NEOSHO SCHOOL DISTRICT TO OPERATE A CHILD DAYCARE AT 1720 S. HIGH STREET, NEOSHO, MISSOURI.

WHEREAS, THE NEOSHO SCHOOL DISTRICT DESIRES TO OPERATE A CHILD DAYCARE AT 1720 S. HIGH STREET, NEOSHO, MISSOURI; AND

WHEREAS, 1720 S. HIGH STREET, NEOSHO, MISSOURI, IS ZONED R-1, FIRST DWELLING HOUSE DISTRICT, AND DOES NOT PERMIT THESE USES; AND

WHEREAS, NEOSHO SCHOOL DISTRICT HAS REQUESTED A SPECIAL USE PERMIT FOR THESE USES; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF NEOSHO, MISSOURI, ON NOVEMBER 8, 2022 AT 6:00 PM. THERE WAS MINIMAL TO THE SPECIAL USE PERMIT. THE COMMISSION RECOMMENDED APPROVAL OF THE SPECIAL USE PERMIT; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE CITY COUNCIL OF THE CITY OF NEOSHO, MISSOURI, ON NOVEMBER 15, 2022 AT 7:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT.

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

SECTION 1: A Special Use Permit, authorizing the operation of a child daycare for the property located at 1720 S. High Street, Neosho, Missouri, is hereby granted in accordance with and subject to the provisions of the Neosho City Code and with the following conditions made a part thereof:

A. This Special Use Permit is issued to the Neosho School District to operate a child daycare at 1720 S. High Street, Neosho, Missouri. This Permit is not transferable.

B. This Permit shall be for a term of _____ years, renewable in November 20____.

C. The Permittee agrees that it assumes all risk of, and responsibility for, and agrees to hold harmless the City of Neosho, its officers, employees, and agents from, any claims whatsoever for personal injury or property damage arising in connection with any activity conducted or undertaken under the terms of this Permit.

D. The Permittee agrees to comply with the Neosho City Code, as well as applicable federal and state laws.

E. The Permittee agrees to comply with any other conditions set by the City Council of Neosho.

SECTION 2: The violation of any condition set forth in this Ordinance shall be interpreted as a violation of the Neosho City Code. Conviction in Municipal Court for violation of any condition as set forth in this Ordinance shall cause the immediate termination of this Special Use Permit.

SECTION 3: The City Clerk is hereby ordered to file this Ordinance with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

SECTION 4: This Ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-92 Agreement with Satterlee Heating and Air-City Hall HVAC Replacement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2022-92 Satterlee RE City Hall HVAC
 2. CON K w Satterlee RE City Hall HVAC
 3. Satterlee Heating and Air for City Hall Bids
-

PURPOSE:

To accept the contract with Saterlee Plumbing & HVAC for services related to city hall HVAC replacement.

BACKGROUND:

This City of Neosho went out for bids regarding replacement of two HVAC units. Saterlee Plumbing & HVAC was awarded the bid and is attached the contract for those services.

RECOMMENDATION:

Approve the contract as submitted and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at Neosho City Hall for the not to exceed price of Contractor Thirty Four Thousand Six Hundred Fifty (\$34,650.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at Neosho City Hall for the not to exceed price of Contractor Thirty Four Thousand Six Hundred Fifty (\$34,650.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements at Neosho City Hall, 203 E. Main St., Neosho, MO 64850, to include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing improvements at Neosho City Hall, 203 E. Main St., Neosho, MO 64850, to include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

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

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

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within two hundred seventy (270) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to construct improvements at Neosho City Hall, 203 E. Main St., Neosho, MO 64850. Specifically, Contractor agrees to remove and replace the heating, ventilation, and air conditioning (HVAC) system.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor’s work. City will pay Contractor Thirty Four Thousand Six Hundred Fifty (\$34,650.00) – the full amount of this contract – as follows. After delivery,

Contractor shall be paid a lump sum no later than the following third Tuesday of the month.

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

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

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

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

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

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

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

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

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

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

14. Headings. The headings of paragraphs in this Agreement are for convenience only.

The headings form no part of this Agreement and shall not affect its interpretation.

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

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

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it 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 for causes of actions and claims arising out of Contractor's services related to the exceptions to sovereign immunity expressly set forth in Section 537.600.1(1) and (2), RSMo., with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's ownership rights in the Work Product.

19. Liquidated Damages. Intentionally omitted.

20. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement."

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

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 Contractor at the addresses as follows:

City of Neosho	Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC
ATTN: David Kennedy	ATTN: Troy Lowery
203 E. Main St.	3423 N. Main St.
Neosho, MO 64850	Joplin, MO 64801

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

24. Payment Bond. Intentionally omitted.

25. Performance Bond. Intentionally omitted.

26. Prevailing Wage. Contractor shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the Contract shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").

27. Records and Audits. The Contractor shall maintain accounts and records, including

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

28. 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.

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

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, City shall withhold and retain from the Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

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

32. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as

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

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

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

35. 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.

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

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

CITY OF NEOSHO, MISSOURI

SATTERLEE PLUMBING, HVAC &
MECHANICAL CONTRACTING CO., LLC

Tyler DeWitt, Mayor

By:
Its: authorized signatory

ATTEST:

Cheyenne Wright, City Clerk

BID FORM

Description: (To be completed by bidding party)

#1. REPLACE TRANE 7.5 TON AND 10 TON WITH DISCREET P3T
REPLACEMENTS ETA: 5/1/23

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

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

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

BID #1: \$34,650.00

BID #2: \$33,900.00

BID #3: \$32,250.00

F.O.B. Neosho, MO

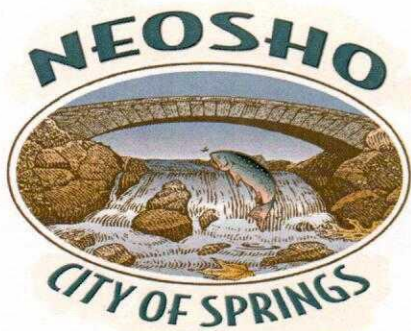
Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: SATTERLEE PLUMBING, HEATING

BY: Troy Lowery



City of Neosho

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

October 10, 2022

RE: INVITATION TO BID

To Whom It May Concern:

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

The bid packet is for the purchase and installation of:

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

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

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

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

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

Thank you,

David Kennedy
City Manager

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thank you,

David Kennedy
City Manager

Bid Specifications:

The bid packet is for the purchase of:

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

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

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-93 Agreement with Satterlee Heating and Air-Senior Center HVAC Replacement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2022-93 Satterlee RE Senior Senter HVAC
 2. CON K w Satterlee RE Senior Center HVAC
 3. Satterlee Heating and Air for Senior Center Bids
-

PURPOSE:

The City of Neosho solicited bids for the replacement of the HVAC system at the Neosho Senior Center. Saterlee Plumbing & HVAC was awarded the bid and attached is the contract for those services.

BACKGROUND:

This City of Neosho went out for bids regarding replacement of the HVAC system at the Senior Center. Saterlee Plumbing & HVAC was awarded the bid and is attached the contract for those services.

RECOMMENDATION:

Accept the contract as submitted and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at the Neosho Senior Center for the not to exceed price of Seventy Four Thousand Eight Hundred Ninety Five Dollars (\$74,895.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at the Neosho Senior Center for the not to exceed price of Seventy Four Thousand Eight Hundred Ninety Five Dollars (\$74,895.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements at the Neosho Senior Center, 1017 Carl Sweeney Parkway, Neosho, MO 64850, to include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing improvements at the Neosho Senior Center, 1017 Carl Sweeney Parkway, Neosho, MO 64850, to include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

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

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

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within one hundred eighty (180) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to construct improvements at the Neosho Senior Center, 1017 Carl Sweeney Parkway, Neosho, MO 64850. Specifically, Contractor agrees to remove and replace the heating, ventilation, and air conditioning (HVAC) system.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor’s work. City will pay Contractor Seventy Four

Thousand Eight Hundred Ninety Five Dollars (\$74,895.00) – the full amount of this contract – as follows. After delivery, Contractor shall be paid a lump sum no later than the following third Tuesday of the month.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it 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 for causes of actions and claims arising out of Contractor's services related to the exceptions to sovereign immunity expressly set forth in Section 537.600.1(1) and (2), RSMo., with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor

agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's ownership rights in the Work Product.

19. Liquidated Damages. Intentionally omitted.

20. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement."

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

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 Contractor at the addresses as follows:

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

Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC
ATTN: Troy Lowery
3423 N. Main St.
Joplin, MO 64801

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

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Seventy Four Thousand Eight Hundred Ninety Five Dollars (\$74,895.00) – full amount of contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be

satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

25. Performance Bond. Intentionally omitted.

26. Prevailing Wage. Contractor shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the Contract shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").

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

28. 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.

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

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in

Subsection 292.675.4 RSMo. and such penalties shall be forfeited to City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, City shall withhold and retain from the Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

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

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

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

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

35. 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.

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

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

CITY OF NEOSHO, MISSOURI

SATTERLEE PLUMBING, HVAC &
MECHANICAL CONTRACTING CO., LLC

Tyler DeWitt, Mayor

By:
Its: authorized signatory

ATTEST:

Cheyenne Wright, City Clerk

BID FORM

Description: (To be completed by bidding party)

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

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

\$74,895.⁰⁰

F.O.B. Neosho, MO

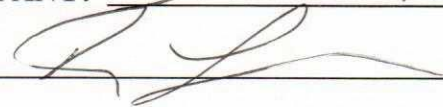
Projected Shipping Date:

12/1/2022

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: SATELLITE PLUMBING, HEATING

BY:  TROY LOWERY



City of Neosho

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

September 22, 2022

RE: INVITATION TO BID

To Whom It May Concern:

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

The bid packet is for the purchase and installation of:

RE: Neosho Senior Center HVAC

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

Equipment Scope:

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

Equipment Schedule:

Tag	Qty	Model	Description
7.5 Ton Split	3	21C69	ELP090S4ST1Y HP/7.5TON/230-3
	3	21B33	ELA090S4D-1Y AHU/7.5T/230-3/STD
5 Ton Split	3	18H86	MLT4XP1-060-233 HeatPump/5Ton/230-3
	3	16G69	CBA25UH-060-230 Fan Coil/5.0Ton/230-1
2.5 Ton Split	1	16H24	MLT4XP1-030-230 HEATPUMP/2.5TON/230
	1	16G66	CBA25UH-036-230 Fan Coil/3.0Ton/230-1

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

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

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

Thank you,

David Kennedy
City Manager

INSTRUCTIONS TO BIDDERS

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

RE: Neosho Senior Center HVAC

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

Equipment Scope:

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

Equipment Schedule:

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

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

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

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

Bid Specifications:

The bid packet is for the purchase of:

RE: Neosho Senior Center HVAC

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

Equipment Scope:

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

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

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

Equipment Schedule:

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

Note:

This bid should include the start date for this project.

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-94 Phase II Bike Trail Contract with American Ramp Company

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Bill No. 2022-94 Agreement w American Ramp Company RE High Ground Bike Preserve
 2. Sourcewell Design-Build Contract - Neosho MO
-

PURPOSE:

To seek council approval to accept the contract for phase II of the mountain bike trails in Morse Park with American Ramp Company.

BACKGROUND:

In 2020, the City of Neosho began designing and building recreational bicycle trails within Morse Park. In 2020, phase I of this project was completed. However, our goal was to provide 10 miles of recreational trails. Since that time, we have submitted for additional funding to help offset the cost of the remaining trails needed for our goal. With the grant award, phase two will provide an additional 1.75 miles of bike trails reaching our original goal of 10 miles of recreational trails.

RECOMMENDATION:

The recommendation is to accept the contract with American Ramp Company and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with American Ramp Company, a Missouri Corporation, for the purpose of constructing a bike park at Morse Park for the not to exceed price of One Hundred Fifty-Nine Thousand and 00/100 Dollars (\$159,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and American Ramp Company, a Missouri Corporation, for the purpose of constructing a bike park at Morse Park for the not to exceed price of One Hundred Fifty-Nine Thousand and 00/100 Dollars (\$159,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

SOURCEWELL BUILD AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2022, by and between the City of Neosho (hereinafter called "**OWNER**"), whose principal office is located at 203 E Main St, Neosho, MO 64850, and American Ramp Company, (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave, Joplin, MO 64801.

PROJECT: High Grounds Bike Preserve _____

LOCATION: E Coler St, Neosho, MO 64850 _____

PROJECT NUMBER: _____

WITNESSETH:

For value received, CONTRACTOR and OWNER agree as follows:

ARTICLE 1 DESCRIPTION OF WORK

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 CONSTRUCTION: Bike Park as determined by design meetings and conceptual design. Scope of work is limited to the footprint of the bike park as included as Exhibits to this contract as follows:

- Exhibit A – Scope of Work
 - All materials that will be used to build the bike park are American made products.

ARTICLE 2 CONTRACT AMOUNT

2.1 OWNER agrees to pay CONTRACTOR the sum of **One Hundred and Fifty-Nine Thousand Dollars (\$159,000.00)** plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing. CONTRACTOR may bill his work progressively based on quantities installed. This contract is contingent on the grant funding being awarded at a later date.

2.2 All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the following milestones:

- 25% At Signing of Contract
- 25% Upon Mobilization
- 25% Upon Construction Kickoff
- 25% Upon Completion of Construction and Sign Off

All progress billings are due in full within 15 days of receipt of invoice from CONTRACTOR.

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement. If any changes are determined necessary, ARC will issue a change request to the owner for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public for permanent use.

2.5 All pricing of the bike park elements are to be in line with ARC's Sourcewell contract #112420-ARC.

2.6 Grant Funding Contingency. This Contract is contingent upon grant funding being available for the Contract and CONTRACTOR shall have no right of action against OWNER in the event that OWNER is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of grant funding to OWNER. For the sake of clarity, and except as otherwise provided by this Contract, if this Contract is not grant funded, then both parties are relieved of all of their obligations under this Contract.

ARTICLE 3 INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement: Both (1) Comprehensive General Liability and (2) Comprehensive Automobile Liability Insurance covering liabilities for property damage and bodily injury, including death, at the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Contractor must maintain Workers Compensation with the limits required by federal and state law and Employer's Liability Insurance of not less than \$1,000,000 per accident for injury and \$1,000,000 per employee for disease with a \$1,000,000 disease policy limit.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

ARTICLE 4 CONTRACTOR'S AND OWNER'S RESPONSIBILITIES

4.1 No variation of this agreement will be recognized unless such change has been approved in writing

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Purchaser.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the bike park be ridden until final completion of the project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because bike park features were used before the project was complete.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by Purchaser, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications and the owner's Standards for Construction.

ARTICLE 5 MISCELLANEOUS

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by agreement of the parties or court order.

5.3 Claims, disputes or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Missouri law and shall be determined exclusively in the Courts of Newton County, Missouri without regard to its conflicts of law provisions. The prevailing party

shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all parties.

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

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

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

5.8 Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed

without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

5.9 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

Firm: _____

Authorized Signature: _____

Name Print: _____

Date Executed: _____

CONTRACTOR:

Firm: American Ramp Company

Authorized Signature: _____

Name Print: _____

Date Executed: _____

****** NOTE -- EXHIBIT A, WHICH DESCRIBES THE WORK TO BE PERFORMED,
ATTACHED TO THIS AGREEMENT. ******

SCOPE OF WORK

TASK 1.0- CONSTRUCTION PHASE

1.1 INCLUDES*:

- Fabrication and installation of all bike park elements
- All labor, supplies, tools, materials, and equipment required per scope of work
- All materials used in the fabrication of the bike park will be American made products.
- Earthmoving techniques

1.2 EXCLUDES*:

- Fencing of any kind
- Site testing and inspections: standard proctor/density testing, onsite concrete cylinders, engineering, surveying, or testing services.
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Any landscaping
- Toxic or hazardous material handling or removal.
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control.
- Any work not specifically indicated above.

1.3 CUSTOMER PROVIDES*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

Task 1.0 Deliverables:

- Fully constructed bike park.

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: City Wide Copier Services

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. City Wide Copier Bids

PURPOSE:

To accept bids for our annual copier maintenance bids.

BACKGROUND:

The city hasn't went out for bids for copier services since 2017 for our annual maintenance agreement. The city solicited bids and received 3 area companies who provided competitive bids for this service. From the 3 bids received, Ozark Business Systems was the lowest competitive bid.

B/W copies .0035

Color .033

The next competitive bid received was from Lakeland.

B/W copies .007

color .05

\$ 30.00 monthly costs with 4,250 copies free (note: each copier has a monthly service charge and free copies up to a certain amount)

RECOMMENDATION:

To seek the council's guidance on awarding the annual maintenance agreement.

THE REGIONS SHARP AUTHORIZED DEALER
SERVING THE FOUR STATES REGION FOR OVER 32 YEARS

November 8, 2022

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

SERVICE YOU CAN COUNT ON

Attn: David Kennedy

OZARK BUSINESS SYSTEMS is proud to offer you the fine line of SHARP Document management equipment. Through independent survey organizations, SHARP devices overall rate higher for productivity and reliability than those of any other manufacturer.

At **OZARK BUSINESS SYSTEMS**, we have been a SHARP authorized copier and printer dealer since 1990. We are the oldest and most experienced **authorized** SHARP dealer in this area. You have my personal commitment that you will receive fast, personal and courteous service. Our philosophy is very simple: we strive to be the best at what we do and continue to evolve with the changing technologies of our times. At **OZARK BUSINESS SYSTEMS**, we provide our customers with the best service and lowest prices in the industry.

Because we make great efforts to respond to all calls in a timely manner, help is never far away. When technical questions arise, calling our toll-free number will allow you to speak directly to a service technician. Many of our competitors regard technicians as "off limits" to customers and do not offer direct access to their service departments. Many of them require customers to call numbers that are out of the area, and in many cases, out of the state.

At **OZARK BUSINESS SYSTEMS**, we offer prompt, courteous and factory-trained service. We are always competitive in price and offer SHARP's full line of digital, networkable multi-function devices and associated document management software.

At **OZARK BUSINESS SYSTEMS**, we have met the challenges of digital technology. Combining the award winning SHARP products with our high quality service and reputation, **OZARK BUSINESS SYSTEMS** can offer you the benefit of the **RIGHT CHOICE** for all your document management solutions.

Sincerely,


Jared G. Vansandt
President

SERVICE-MAINTENANCE CONSIDERATION
FOR
CITY OF NEOSHO

Black and White Deluxe Maintenance Agreement (All Inclusive)

Our deluxe maintenance agreement covers all parts, labor, travel time, PM calls, service calls, PC boards, laser units, lamps, drums, fuser rollers, oil applying rollers, consumable supply items including developer and toner...in other words **EVERYTHING is included**, except paper and staples. There is simply nothing else to buy. For optimum performance, we provide you with **only genuine SHARP parts and supplies**. We are the most experienced authorized SHARP document systems dealer in the area, having served the four states since 1990. In fact, we are one of the oldest SHARP authorized dealers in the entire nation.

Covering the Following Equipment:

SHARP MX-6580N @ City Hall
SHARP MX-M453U @ City Hall
SHARP MX-B350W @ City Hall, Water Collections
SAMSUNG SCX-5935FN @ City Hall, Billing Clerk
HP LASERJET CF283X @ City Hall, City Clerk
SHARP MX-C301W @ City Hall, Municipal Court
SHARP MX-3050N @ Fire Department
SHARP MX-3050N @ Public Works Department
SHARP MX-B350W @ Wastewater Plant
SHARP MX-3570N @ Police Department
SHARP MX-B350W @ Water Treatment Plant

Per Black and White Impression Flat Rate Cost:

.0035 (3.5 mills/3.5 tenths of 1 penny)

Color Deluxe Maintenance Agreement (All Inclusive)

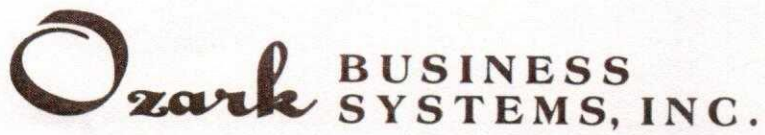
Our deluxe maintenance agreement covers all parts, labor, travel time, PM calls, service calls, PC boards, laser units, lamps, drums, fuser rollers, oil applying rollers, consumable supply items including color developer and color toner...in other words **EVERYTHING is included**, except paper and staples. There is simply nothing else to buy. For optimum performance, we provide you with **only genuine SHARP parts and supplies**. We are the most experienced authorized SHARP document systems dealer in the area, having served the four states since 1990. In fact, we are one of the oldest SHARP authorized dealers in the entire nation.

Covering the Following Equipment:

SHARP MX-6580N @ City Hall
SHARP MX-C301W @ City Hall, Municipal Court
SHARP MX-3050N @ Fire Department
SHARP MX-3050N @ Public Works
SHARP MX-3570N @ Police Department

Per Color Impression Flat Rate Cost:

.033* (3.3 cents)



122 East Spring • Neosho, MO 64850
(417) 451-4440 • 800-524-0352
www.obscopy.com

Sales • Leases
New • Used
Service • Supplies

SHARP
AUTHORIZED DEALER
DIGITAL COPIERS



SERVICE-MAINTENANCE CONSIDERATION
FOR
CITY OF NEOSHO

GUARENTEED RESPONSE TIME OF 1 HOUR OR LESS

BID FORM

Description: (To be completed by bidding party)

See complete Proposal for Detailed Info

.0035 Per Black and White Impression

.033 Per Color Impression

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

F.O.B. Neosho, MO

Projected Shipping Date:

Immediate

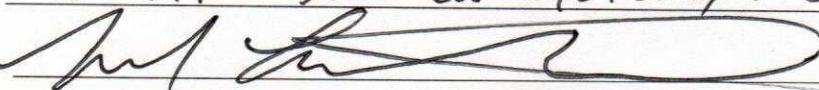
After delivery - payment made on third Tuesday of month delivered

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

COMPANY:

Ozark Business Systems, Inc

SIGNED BY:



ADDRESS:

122 E Spring St

Neosho, MO 64850

EMAIL:

jared.vansandt@obscopy.com

PHONE:

417-451-4446



Bid for Maintenance

Physical Locations are as follows:

Main City Hall

Model: Sharp MX-M453M

Copies/Prints: 7,500 Monthly/90K Annually

Bid for Maintenance: \$30.00/Month

Includes 4,250 Copies/Prints

Excess Copies/Prints Billed @ .007

Finance @ City Hall

Collections

Model: Sharp MX-B350W Equip ID 563204

Copies/Prints: 1,000 Monthly/12K Annually

Bid for Maintenance: \$25.00/Month

Includes 2,000 Copies/Prints

Excess Copies/Prints Billed @ .015

Billing Clerk

Model: Samsung SCX-5935FN Equip ID 562495

Copies/Prints: 1,000 Monthly/12K Annually

Bid for Maintenance: \$25.00/Month

Includes 2,000 Copies/Prints

Excess Copies/Prints Billed @ .015

Finance

Model: Sharp MX-6580 Equip ID 536100

Copies/Prints: 10K Monthly/120K Annually

Bid for Maintenance: \$30.00/Month

Includes 4,250 Copies/Prints

Excess Copies/Prints Billed @ .007

All Color Billed @ .05

City Clerk Office @ City Hall

Model: HP LaserJet 83X CF283X

(This is a Cartridge Item Number which fits HP Models M201, M201dw, M225dn and M225dw)

Copies/Prints: 1,000 Monthly/12K Annually)

Bid for Maintenance: \$25.00/Month

Includes 2,000 Copies/Prints

Excess Copies/Prints Billed @ .015

Cost for Cartridge: \$37.40 Each

\$18.00 Ground Shipping Charge for All Orders

(If you want to purchase cartridge only with no Contract)

Municipal Court Office

Model: Sharp MX-C301W, Equip ID 562859

Copies/Prints: 1,000 Monthly/12K Annually

Bid for Maintenance: \$25.00/Month

Includes 2,000 Copies/Prints

Excess Copies/Prints Billed @ .015

All Color Billed @ .09

Fire Department @ Fire Station No. 1

Model: Sharp MX-3050

Copies/Prints: 1,500 Monthly/18K Annually

Bid for Maintenance: \$30.00/Month

Includes 4,250 Copies/Prints

Excess Copies/Prints Billed @ .007

All Color Billed @ .05

Public Works

Model: Sharp MX-3050N

Copies/Prints: 5,000 Monthly/60K Annually

Bid for Maintenance: \$30.00/Month

Includes 4,250 Copies/Prints

Excess Copies/Prints Billed @ .007

All Color Billed @ .05

Wastewater

Model: Sharp AR-M160 & AR-M207

Copies/Prints: 300 Monthly/3.6K Annually

Bid for Maintenance: \$25.00/Month

Includes 2,000 Copies/Prints

Excess Copies/Prints Billed @ .015

Police Department @ College Street

Model: MX-3070N Equip ID 34398

Copies: 8,000+ Monthly/96K Annually

Bid for Maintenance: \$30.00/Month

Includes 4,250 Prints

Excess Prints Billed @ .007

All Color Billed @ .05

BID FORM

Description: (To be completed by bidding party)

Our service contract includes toner, parts, and labor. We house over \$200K in toner, parts, and supplies at our warehouse in Northwest Arkansas. Our 10 service techs average 14 years of tenure in that dept.,

and they keep anywhere between \$2K - \$3K worth of supplies in their vehicles at all times.

We will service all of the existing multifunctional printers except the Sharp MX-M453U at City Hall and the Samsung SCX-5935FN in the billing clerk's office.

If you are interested in replacing these 2 multifunctional printers with MFPs that we can service, please let us know.

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

Service Rates:

B/W: \$.008 per page

Color: \$.045 per page

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

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

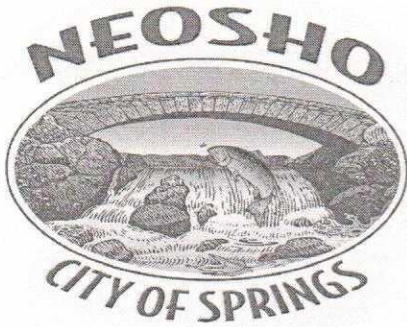
COMPANY: AAA Business Systems

SIGNED BY: Joshua D. Earnhart Josh Earnhart (VP of Sales NWA)

ADDRESS: 2715 N. Drake Street
Fayetteville, AR 72703

EMAIL: jearnhart@aaabm.com

PHONE: (479) 442-4185



City of Neosho

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

October 24, 2022

RE: INVITATION TO BID

To Whom It May Concern:

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

The bid packet is for copier services described as follows:

The City of Neosho is seeking a comprehensive service plan to cover all the copiers/printers/fax systems in use at the locations noted in the bid specifications page. This equipment is located at six various physical addresses throughout the City.

The City of Neosho retains the right to refuse any or all bids.

Anyone working within the City of Neosho, shall have a business license with the City of Neosho.

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

Thank you,

David Kennedy
City Manager

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until the bid opening on **November 10, 2022 at 10:00 a.m.** at the City of Neosho City Hall Building.

Please address and send sealed bids to the office of the

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

Sealed bid envelopes are to be marked as: **Copier Services Bid**

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

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

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

- A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section **605.010**, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:
1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
 2. Property damage, twenty-five thousand dollars (\$25,000.00).
 3. *Bonding requirements.*
 - a. if a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).
 - b. Unless otherwise provided, if a contractor performs work for the City of Neosho, a performance bond running to the City, ten thousand dollars (\$10,000.00).

Questions concerning the specifications and bid procedure should be directed to David Kennedy, 203 East Main Street, Neosho, MO 64850

*Missouri Prevailing Wage Rate Applies No

A copy of the Missouri Prevailing Wage Rate is attached No

***HB 1729 Prevailing Wage attached to this

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

Thank you,

David Kennedy
City Manager

SPECIFICATIONS

Contract for Comprehensive Copier Service Plan

The City of Neosho is seeking a comprehensive service plan to cover all the copiers/printers/fax systems in use at the locations noted in the following listing. This equipment is located at six various locations throughout the city.

Bid specifications shall include:

- The toner and developer as required by each unit
- Provide for all regularly scheduled maintenance determined by either copy count, regularly scheduled cycles or scheduled calendar dates.
- Each copier should receive a minimum of two visits during the length of the contract, an initial visit and check and a closing visit and check.
- The initial and closing visit/check shall lie within the first and last thirty days of the contracted agreement.
- Regularly scheduled visits that fall within the last thirty days of the contracted agreement will serve as the closing visit.
- The agreement should include reasonably requested interim visits in the event of unit failure or breakdown.
- In association with reasonably requested interim visits during normal business hours, the service provider should include in the agreement a reasonably estimated response time.

Physical locations are as follows:

Main City Hall

Model:

Copies: 7500 monthly/90K annual

Finance @ City Hall

Collections

Model: Sharp MX-B350W Equipment ID 563204

Copies: 1000 monthly/12k annual

Billing Clerk

Model: Samsung SCX-5935FN Equipment ID 562495

Copies: 1000 monthly/12k annual

Finance

Model: Sharp MX6580 Equipment ID 563100

Copies: 10K monthly/120k annual

City Clerk Office @ City Hall

Model: hp Laserjet 83x CF283x

Copies: 1000 monthly/12k annual

Municipal Court Office

Model: Sharp MX-C301W Copier, Equipment ID#562859

Copies: 1000 monthly/12k annual

Fire Department @ Fire Station No. 1

Model: Sharp MX-3050

Copies: 1500 monthly/18k annual

Public Works

Model:

Copies: 5000 monthly/60k annual

Wastewater

Model:

Copies: 300 Monthly/3.6 K annual

Police Department @ College Street

Model: MX-3070N Equip#34398

Copies: 8000+ monthly/96K annual

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Construction Bids for Pre-engineered Building

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bids and bid documents

PURPOSE:

To seek council's approval of bids for the construction of a pre-engineered building and footings.

BACKGROUND:

The Public Works Dept. purchased materials for a red iron building this past fiscal year for heavy equipment storage. Staff sent out multiple bid packets seeking construction services for erecting the building as well as all footings needed in the design. We received two bids back.

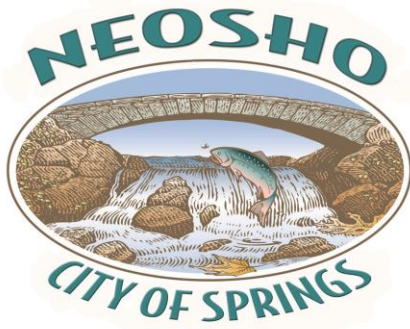
Construction Services Group, LLC. \$61,900.00

Branco Enterprises, Inc. \$74,800.00

This project was budgeted at \$70,000. If the lowest bidder is approved, we will be \$8,100 under budget.

RECOMMENDATION:

Staff recommends council approve the bid from Construction Services Group for \$61,900.



City of Neosho

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

November 1st, 2022

RE: INVITATION TO BID

To Whom It May Concern:

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

The bid packet is for the Construction of a Pre-engineered Red Iron Building.

The City of Neosho invites you to bid on the Construction of a Pre-engineered Red Iron Building.

The City of Neosho retains the right to refuse any bids for the Construction of a Pre-engineered Red Iron Building.

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

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

Thank you,

Nate Siler
Public Works Director
417-451-8071

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until the bid opening on **November 16th, 2022, at 10:00 am** at the City of Neosho City Hall Building.

Please address and send sealed bids to the office of the

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

Sealed bid envelopes are to be marked as **Construction of a Pre-engineered Red Iron Building**

The bid packet is for:

Construction of a Pre-engineered Red Iron Building. Specifications and instructions are listed in the Specifications included in this document.

The City of Neosho retains the right to refuse bids for the Construction of a Pre-engineered Red Iron Building.

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

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

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

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

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

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

*Missouri Prevailing Wage Rate Applies NO, unless the bid price exceeds \$75,000

A copy of the Missouri Prevailing Wage Rate is attached Yes

***HB 1729 Prevailing Wage

A payment bond will be required for any project exceeding \$25,000. Performance bond and prevailing wage is required for any project exceeding \$75,000

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

Thank you,

Nate Siler
Public Works Director
Neosho, MO

SPECIFICATIONS

Construction of a Pre-engineered Red Iron Building: Engineered plans for the building and footings are attached to this document.

All materials for the red iron building are on-site and paid for. Materials for the construction of the footings will need to be included in the bid. This building will be open on all four sides with a single-sloped roof.

A 170' by 70' leveled and compacted area has been constructed at the Neosho Public Works Dept facility. All materials excavated for footing construction will be hauled off by Public Works trucks and employees. Placement, excavation, and construction will be the contractor's responsibility.

SCOPE OF WORK

Erecting the metal building \$Cost _____

Footings \$Cost _____

\$Total Project Cost _____

BID FORM

Description: (To be completed by bidding party)

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

F.O.B. Neosho, MO

Projected Start Date: _____

After completion - 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: _____

SIGNED BY: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of _____)

Now this ____ day of _____, 20____, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

_____ (name of Corporation, LLC, sole
proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

_____. (Name of business entity, same as above)

4. I state and affirm that _____ is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland Security
under the Immigration Reform and Control Act of 1986.

5. Further, _____ does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, _____ has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**

Authorized Agent, Partner, Owner or Officer

***If business has a Human Relations Director or equivalent that person must sign as an
affiant as well.***

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

FURTHER THE AFFIANT SAYETH NOT

(Signature)

On this ____ day of _____ in the year 20____, before me, _____
a Notary Public in and for said State, personally appeared _____, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS 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.

Notary Public

My Commission Expires

BID FORM

Description: (To be completed by bidding party)

Construction of concrete footing and piers

Erection of Pre-engineered Metal Building

Footing/Erection Combined Price: \$61,900.00

Notes: Excludes Prevailing Wage

Excludes Building Permit

Excludes Sales Tax

Footing Package is 50' x 150'

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

F.O.B. Neosho, MO

Projected Start Date: 12.05.22

After completion - 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

SIGNED BY: Tyler Marion - VP

ADDRESS: 12451 Highway 59

Neosho, Missouri 64850

EMAIL: estimating@marionllc.net

PHONE: 417-451-5743

AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri Missouri) ss

County of Newton)

Now this 16 day of November, 2022, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of

Construction Services Group, LLC (name of Corporation, LLC, sole proprietorship or partnership)

3. I am authorized to make this affidavit on behalf of

Construction Services Group, LLC. (name of business entity, same as above)

4. I state and affirm that Construction Services Group, LLC is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

5. Further, Construction Services Group, LLC does not knowingly employ any person
(name of business entity, same as above)
who is an unauthorized alien.

6. Further, Construction Services Group, LLC has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009 or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

**I certify under penalty of perjury that the statements above are complete, true and
accurate to the best of my knowledge and belief.**

Tyler Marion, VP
Authorized Agent, Partner, Owner or Officer

*If business has a Human Relations Director or equivalent that person must sign as an
affiant as well.*

**I certify under penalty of perjury that the statements above are complete, true and
accurate to the best of my knowledge and belief.**

Debbie Abuzzo
Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

FURTHER THE AFFIANT SAYETH NOT

Colton

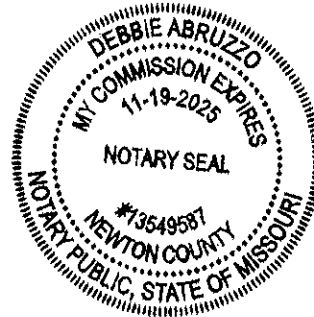
(Signature)

On this 16 day of November in the year 2022, before me, Debbie Abruzzo
a Notary Public in and for said State, personally appeared Colton Mariah, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS 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.

Debbie Abruzzo

Notary Public



My Commission Expires November 19, 2025

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Missouri)

Now this 16th day of November, 2022, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

Branco Enterprises, Inc. (name of Corporation, LLC, sole
proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

Branco Enterprises, Inc.. (Name of business entity, same as above)

4. I state and affirm that Branco Enterprises, Inc. is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland Security
under the Immigration Reform and Control Act of 1986.

5. Further, Branco Enterprises, Inc. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, **Branco Enterprises, Inc.**_____ has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**

Justin Branham, President

Authorized Agent, Partner, Owner or Officer

***If business has a Human Relations Director or equivalent that person must sign as an
affiant as well.***

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**

Rich Puckett

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

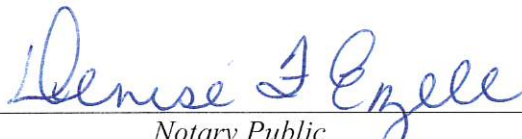
FURTHER THE AFFIANT SAYETH NOT


(Signature) **Justin Branham**
President


(Signature) **Rich Puckett**
HR Manager

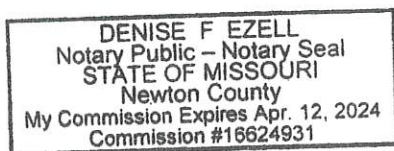
On this 16th day of November in the year 2022, before me, Denise F. Ezell
a Notary Public in and for said State, personally appeared Justin Branham & Rich Puckett, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS 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.


Notary Public

My Commission Expires

April 12, 2024



BID FORM

Description: (To be completed by bidding party)

Erection of Owner supplied Pre-Engineered Metal Building and footings

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

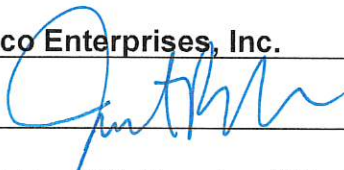
F.O.B. Neosho, MO

Projected Start Date: 15 days after NTP

After completion - 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: Branco Enterprises, Inc.

SIGNED BY:  **Justin Branham, President**

ADDRESS: 12033 E Hwy 86, Neosho, MO 64850

EMAIL: estimating@branco.com

PHONE: 417.451.5250

SPECIFICATIONS

Construction of a Pre-engineered Red Iron Building: Engineered plans for the building and footings are attached to this document.

All materials for the red iron building are on-site and paid for. Materials for the construction of the footings will need to be included in the bid. This building will be open on all four sides with a single-sloped roof.

A 170' by 70' leveled and compacted area has been constructed at the Neosho Public Works Dept facility. All materials excavated for footing construction will be hauled off by Public Works trucks and employees. Placement, excavation, and construction will be the contractor's responsibility.

SCOPE OF WORK

Erecting the metal building	\$Cost <u>32,300.00</u>
Footings	\$Cost <u>42,500.00</u>
\$Total Project Cost	<u>74,800.00</u>

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Bill No. 2022-95 Agreement with Construction Services Group, LLC for Pre-Engineered Building

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2022-95 CSG RE Pre-Engineered Red Iron Building

PURPOSE:

To seek the council's approval of an agreement with Construction Services Group, LLC for the construction of a pre-engineered metal building.

BACKGROUND:

The Public Works Dept. secured bids for the construction of a red iron building. Construction Services was the winning bidder. This is the agreement for those services.

RECOMMENDATION:

Staff recommends council approve the agreement and authorize the mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing a pre-engineered red iron building at 200 Nelson Ave., Neosho, MO 64850 for the not to exceed price of Sixty One Thousand Nine Hundred and 00/100 Dollars (\$61,900.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing a pre-engineered red iron building at 200 Nelson Ave., Neosho, MO 64850 for the not to exceed price of Sixty One Thousand Nine Hundred and 00/100 Dollars (\$61,900.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Bill No. 2022-96: Locality Media First Due Software Contract

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2022-96 Agreement with Locality Media-First Due Software Renewal
 2. Invoice for Software Renewal
-

PURPOSE:

Approval of the annual contract for Fire Department Reporting Software

BACKGROUND:

This is an annual contract between the City of Neosho and Locality media, the owner of our First Due reporting software, where we do all of our run reporting, scheduling, and business inspections. The reporting software has been very customizable and fits our needs well. The information on this software is shareable between departments who use this same software. We can share building information, mapping, and target hazards with the Police Department as well as other fire departments who may be coming into our area on mutual aid calls, or if we are going to assist their department.

RECOMMENDATION:

Staff recommends Council approval and for the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to renew an Agreement with Locality Media, Inc., a Delaware Corporation, for the purpose of providing fire service software for the not to exceed price of Fourteen Thousand Seventeen and 50/100 Dollars (\$14,017.50); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City passed Ordinance No. 265-2021 on or about December 21, 2021, authorizing the City to enter into an Agreement with Locality Media, Inc., a Delaware Corporation, for the purpose of providing fire service software, a true and accurate copy of said Ordinance being attached hereto and incorporated as Exhibit “A”; and

WHEREAS, the Agreement provides that it may be renewed by the Parties; and

WHEREAS, the Parties desire to renew the Agreement.

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 Locality Media, Inc., a Delaware Corporation, for the purpose of providing fire service software for the not to exceed price of Fourteen Thousand Seventeen and 50/100 Dollars (\$14,017.50), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “B,” be and the same is hereby approved.

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

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

Locality Media Inc
107 Seventh St
Garden City, NY 11530
accounting@firstdue.com



INVOICE

BILL TO
Neosho Fire Department
(MO)
125 N College St
Neosho, MO 64850
United States

SHIP TO
Neosho Fire Department
(MO)
125 N College St
Neosho, MO 64850
United States

INVOICE # 2743
DATE 12/13/2022
DUE DATE 01/12/2023
TERMS Net 30

TERM (MONTHS)
12

QTY	DATE	ACTIVITY
1	12/13/2022	First Due Suite (Renewal) Includes renewal of access to FIRST DUE features and functionality plus maintenance and upgrades within the subscription term.

SUBTOTAL	14,017.50
TAX	0.00
TOTAL	14,017.50
BALANCE DUE	USD 14,017.50

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Bill No. 2022-97: Surplus Totaled Vehicles

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2022-97 Surplus Vehicles

PURPOSE:

To request Council's approval to surplus two city vehicles that were totaled by insurance.

BACKGROUND:

In October 2022, an accident involving a wastewater truck was involved in an accident and totaled by insurance. In November 2022, an accident involving a police vehicle was involved in an accident and the vehicle was totaled by insurance.

2021 Dodge Charger VIN#: 2C3CDXAT6MH625060

2002 Chevrolet 1500 Silverado VIN#: 1GCEK14V82Z267431

RECOMMENDATION:

Staff recommends approving Bill No. 2022-97.

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:

2021 Dodge Charger VIN#: 2C3CDXAT6MH625060
2002 Chevrolet 1500 Silverado VIN#: 1GCEK14V82Z267431

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 _____ day of December 2022, by a vote of _____.

CITY OF NEOSHO

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Bill No. 2022-98: Amending Section 410.080.F Subdivision Design Standards

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2022-98 Amending Section 410.080.F Subdivision Design Standards Sidewalks and Trails
-

PURPOSE:

To seek Council's approval to amend the code under Section 410.080 Subsection F Sidewalks and Trails-Sidewalk Width.

BACKGROUND:

While updating the Street Specifications, it came to Attorney Paul's attention that this section of code would be different than the updated policy. This is to correct and amend to align with the new Street Specs.

RECOMMENDATION:

Staff recommends approving Bill No. 2022-98 and authorizing the Mayor to sign.

AN ORDINANCE amending Section 410.080 Subdivision Design Standards, Subsection F Sidewalks and Walking Trails, by repealing Subsection F, and enacting a new Subsection F in lieu thereof.

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

Section 1. That Section 410.080 Subdivision Design Standards, Subsection F Sidewalks and Walking Trails, is amended to read as follows:

“F. Sidewalks And Walking Trails.

1. Thickness. All sidewalks shall be a minimum of four (4) inches thick. Sidewalks at driveway locations shall be thickened to match the thickness of the driveway pavement.
2. Width. Sidewalks shall not be less than [~~four~~] **five** ([4] **5**) feet in width.
3. Subgrade. Sidewalk subgrade material shall be free of debris, organic material, plastic, clays and other material prone to freeze-thaw damage. Subgrade material shall be compacted to MODOT standards to prevent settling under the traffic of building materials delivery vehicles.
4. Location. Sidewalks shall be located on one (1) side of all public streets with the exception of collector and arterial streets. There is to be one (1) foot of space between the outside edge of the sidewalk and the right-of-way/property. Sidewalks shall be required on both sides of all collector and arterial streets. A sidewalk is not required on that portion of a public street whose right-of-way directly abuts State highway or right-of-way.
5. Trails. In lieu of sidewalks located adjacent to streets, Planning and Zoning Commission may approve sidewalks/trails located in other areas within a proposed subdivision if considered as part of an overall development plan which integrates the internal site circulation with the public circulation system.
6. ADA. Sidewalks must conform to all current American with Disabilities Act (ADA) standards.
7. Maintenance. The general cleaning/clearing of sidewalks shall be maintained by the property owner if the internal sidewalks are located on a single tract of land or by a duly approved property owners' association if the internal sidewalks are located on two (2) or more tracts of land.”

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Resolution Bill No. 2022-19 CDBG Grant Resolution for Wastewater

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Resolution Bill No. 2022-19 Wastewater CDBG application

PURPOSE:

The purpose of this item is to seek council approval for the city manager to seek funding for improvements to the wastewater system in the area of and including the Buffalo Creek Lift Station.

BACKGROUND:

The Buffalo Creek Lift Station and the sewer system draining into it are aging out and stormwater infiltration during weather events is causing capacity problems with the lift station. In addition, stormwater infiltration into the lift station's system requires treatment as wastewater, increasing the city's cost of processing it. The purpose of this grant would be to line certain parts of the sewer system to reduce stormwater infiltration and renovate the Buffalo Creek Lift Station. The total cost of the project is approximately \$6,322,244.00. The city's portion of the cost would be approximately \$1,260,000.

RECOMMENDATION:

The city staff recommends that council authorize the city manager to seek a CDBG grant for this project.

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER TO PERUSE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income;” and

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives; and

WHEREAS, The Missouri Department of Economic Development is designated to awarded Community Development Block Grant Funding under Title I; and

WHEREAS, the City does have areas of need which may be addressed through the Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri, that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

THEREFORE, BE IT FURTHER RESOLVED, that the City Manager of Neosho, Missouri is hereby authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

THEREFORE, BE IT FURTHER RESOLVED that the applicant will dedicate up to \$1.26 million of local funds to be used in this project.

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Resolution Bill No. 2022-20 Standard Specifications for Stormwater and Street Improvements

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Resolution Bill No. 2022-20 PW Standard Specs
 2. Street Specifications, 2022
-

PURPOSE:

To seek the council's approval of the new Standard Specifications for Public Stormwater and Street Improvements.

BACKGROUND:

This document was created by Allgeier Martin and City staff for the purposes of having clear design requirements for any additions or updates to the City of Neosho's infrastructure related to street or stormwater improvements. This includes excavation, compaction, acceptable materials, curb design, concrete thickness, and asphalt requirements.

RECOMMENDATION:

Staff recommends council approve the document and authorize the mayor to sign.

RESOLUTION NO. 2022-20

A RESOLUTION of the City of Neosho, Missouri, amending the standard specifications for public stormwater and street improvements pursuant to Section 535.010 of the City Code.

WHEREAS, it is in the best interest of the City of Neosho, Missouri, to adopt standard specifications relating to public stormwater and street improvements; and

WHEREAS, Section 535.010 of the City Code provides that “a copy of such standard specifications shall be kept on file with the City Clerk and any amendments or additions thereto shall be approved by the City Council with such amendments or additions placed on file with the City Clerk”; and

WHEREAS, it is in the best interest of the City of Neosho, Missouri, to adopt the amended standard specifications relating to public stormwater and street improvements referenced herein.

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

Section 1. That the City of Neosho, Missouri, hereby adopts the amended standard specifications for public stormwater and street improvements, a true and accurate copy of the same being attached hereto and incorporated as “Exhibit A.”

Section 2. That the standard specifications for public stormwater and street improvements, including any amendments thereto, are subject to change upon approval by the Neosho City Council.

Section 3. That this resolution shall be in full force upon January 1, 2023, and all other Resolutions in conflict herewith are repealed.

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

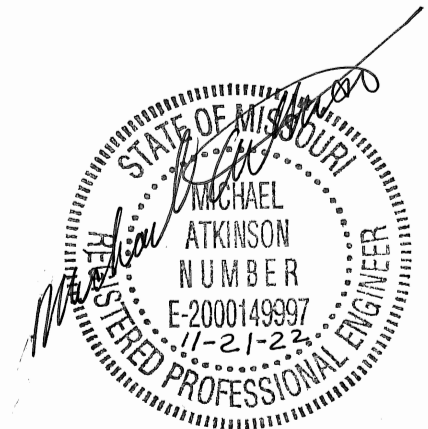
APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

STANDARD SPECIFICATIONS FOR PUBLIC STORMWATER AND STREET IMPROVEMENTS



NOVEMBER 2022



Prepared by
A M
ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers • Hydrologists • Surveyors
Joplin, Kansas City, Rolla, Springfield, Missouri
Tulsa, Oklahoma
Bentonville, Arkansas

PRIORITY AND ADOPTION

These Construction Specifications, dated November 2022, supersede all others and, to the extent that any previous specification, rule, regulation, policy or past practice, written or unwritten, is in conflict with the provisions of these specifications, such is hereby withdrawn, voided and all Parties shall conduct themselves in conformity with these Specifications.

Nate Siler, Public Works Director

Tyler Dewitt, Mayor

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL OF THE CITY OF NEOSHO, MISSOURI:

I, Cheyenne Wright, City Clerk of the City of Neosho, Newton County, Missouri, do hereby certify that these Standard Specifications for Public Stormwater and Street Improvements were presented to, accepted and approved by the City Council of said City of Neosho (Ordinance No. _____) on the ____ day of _____, 20____.

Cheyenne Wright, City Clerk

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**CITY OF NEOSHO
STANDARD SPECIFICATIONS
FOR
PUBLIC IMPROVEMENTS**

DEFINITIONS

A-1. **DEFINITION OF TERMS.** Whenever the following terms or pronouns are used in plans, and specifications, the intent and meaning shall be interpreted as follows:

CITY: The City of Neosho, Missouri, a municipal corporation.

A-2. **AUTHORIZED PERSONNEL.** The Mayor of the City of Neosho, or his appointed designee, shall act as the Director of Public Works, as herein designated. Until the City of Neosho shall appoint a City Engineer, the Mayor, or his duly appointed designee, shall act as City Engineer when referred to herein.

A-3. **CONTRACTOR.** The builder who shall be licensed in the City of Neosho, Missouri, and furnish satisfactory bond as required for the City of Neosho, Missouri.

A-4. **THE CODE.** Any reference to the Code is interpreted to mean the Code or Ordinances of the City of Neosho, Missouri.

A-5. **SPECIFICATIONS.** The directions, provisions, and requirements contained herein describing the method and manner of performing the work, the quality and quantity of materials to be furnished in the project.

A-6. **PLANS.** All official drawings, or reproductions of drawings, made or to be made, pertaining to the improvement, development, or any work in connection therewith.

A-7. **ASTM.** The American Society for Testing Materials.

A-8. **AASHTO.** The American Association of State Highway Officials.

A-9. **MoDOT.** Missouri Department of Transportation.

A-10. **CRSI.** Concrete Reinforced Steel Institute.

A-11. **AISC.** American Institute Steel Construction.

A-12. **PCA.** Portland Cement Association.

A-13. **APWA.** American Public Works Association.

DIVISION 300
CONSTRUCTION MATERIALS AND METHODS
FOR
STORM SEWERS AND APPURTENANCES

STORM SEWERS AND APPURTENANCES 300

301 GENERAL

- 301-1 Storm sewers shall be a minimum of twelve (12) inches in diameter and of the types specified. All storm sewers that are located beneath the normal driving surface, shall be designed for an HS20 or HL93 highway load. Plastic pipe is not allowed under roadways.

302 MATERIALS

- 302-1 Plastic Pipe: Shall be polyvinyl chloride (PVC) meeting the requirements of ASTM F794, latest revision, or high density polyethylene (HDPE) meeting the requirements of ASTM D1248, latest revision.

302.1.1 Joints: For PVC pipe, all joints shall be rubber gaskets complying with the requirements of ASTM C443, latest revision

- 302-2 Concrete Pipe: Shall be reinforced concrete pipe, spun or cast type with a smooth finished interior surface. Concrete strength of the pipe shall be in accordance with ASTM specifications C31 and C39, latest revision. All pipe shall pass a 3 edge bearing test as prescribed by ASTM C76, latest revision.

302.2.1 Joints: Shall be O-ring gasket type which will meet all the requirements of ASTM A443 latest revision.

- 302-3 Corrugated Metal Pipe: Shall be fabricated from iron or steel sheets meeting the requirements of ASTM A444, latest revision. This specification shall cover all fabricated pipe, pipe arches, and structural plate.

302.3.1 Couplers: Shall be corrugated bands of the same material and configuration as the pipe. The couplers shall also meet the requirements of ASTM A444, latest revision.

- 302-4 Manholes, Junction Boxes, and Inlets:

302.4.1 Manholes, junction boxes, and inlets shall be precast reinforced concrete sections manufactured to the requirements of ASTM C478 - latest revision. All units shall be designed for an H20 highway load.

302.4.2 Castings: All castings shall be made of clean, even grain, tough gray cast iron. The casting shall be smooth, true to pattern, and free from projections, sand holes, warp, and other defects that would interfere with the use of, or impair the serviceability of the casting. All castings shall be well cleaned before enamel coating is applied. The iron used for these castings shall conform to ASTM A48, latest revision, for Class 30 gray iron. The "B" test bar (1.2" diameter by 21" long) shall be used to prove the quality of iron used.

302.4.2.1 Curb Inlets: Shall be heavy duty, two-piece construction, conforming to the shape of the concrete curb and gutter. Grate shall be removable to provide access to the junction box. Minimum size of frame opening shall be twenty-four (24) inches square. Total weight of frame and grate shall be 800 pounds minimum.

302.4.2.3 Drop Inlets: Shall be heavy duty, two-piece construction. Grate shall be removable so as to provide access to the junction box. Minimum size of frame opening shall be twenty-four (24) inches.

302.4.2.4 All grates shall be rated bicycle safe.

302-5 Concrete

- 302.5.1 Portland Cement: Portland cement shall conform to "Standard Specifications for Portland Cement" ASTM C150, latest revision, Type 1 or Type 1A. One sack of cement shall be considered as one cubic foot of volume or 94 pounds by weight.
- 302.5.2 Aggregates: Fine and coarse aggregates shall conform to "Standard Specification for Concrete Aggregate", ASTM C33, latest revision. The nominal maximum size of the coarse aggregate shall not be larger than one-fifth of the narrowest dimension between sides of forms, one-third the depth of the slabs, nor three-fourths of the minimum clear distance between reinforcing bars or between bars and forms, whichever is least. Coarse aggregate gradation shall conform to ASTM C33, latest revision, Size 57.
- 302.5.3 Water Reducing, Retarding, and Accelerating Admixtures: Water reducing, retarding, and accelerating admixtures shall conform to requirements of ASTM C494, latest revision.
- 302.5.4 Mixing Water: Mixing water for concrete shall be fresh, clean, and potable. Non-potable water may be used only if it produces mortar cubes having 7- and 28-day strengths equal to the strength of similar specimens made with distilled water, when tested in accordance with "Method of Test for Compressive Strength of Hydraulic Cement Mortars", ASTM C109, latest revision.
- 302.5.5 Curing Compounds: All curing compounds shall conform to specifications for fluid membrane forming compounds for curing concrete, ASTM C309, latest revision, applied in accordance with manufacturer's recommendations.
- 302.5.6 Ready-Mixed Concrete: Shall conform to the "Standard Specification for Ready-Mixed Concrete", ASTM C94, latest revision.
- 302.5.7 Strengths: All structural concrete shall develop a minimum of 4000 psi, 28 day compressive strength. All fill concrete shall develop a minimum of 2500 psi, 28 day compressive strength.
- 302.5.8 Reinforcing:
- 302.5.8.1 Steel Reinforcing Bars: Shall conform to ASTM A615, A616, or A617, latest revisions, and shall be Grade 60.
- 302.5.8.2 Reinforcing Wire: Shall meet the requirements of ASTM A82, latest revision.
- 302.5.8.3 Welded Wire Fabric: Shall conform to the requirements of ASTM A185 or A497, latest revision.

- 302-6 Pipe Bedding: Pipe bedding material shall be granular, crushed limestone consisting of aggregate particles meeting the requirements of ASTM C-33, latest revision, gradation 67, 1 inch to No. 8 size, as follows:

<u>Sieve Size</u>	<u>% Passing</u>
1"	100
3/4"	90-100
3/8"	20-55
No. 4	0-10
No. 8	0-5

303 INSTALLATION PROCEDURES

303-1 Trenching:

- 303.1.1 All excavation in which sewers and appurtenances are to be constructed shall be held to a minimum to accommodate the structure.
- 303.1.2 All trenches shall be excavated to a minimum of six inches (6") below the bottom of pipe. Bracing, shoring, shields, etc. shall be utilized whenever it is necessary for the preservation of any adjacent structure or for workers' safety.
- 303.1.3 All excavated material unsuitable for backfill shall be removed from the construction site and properly disposed of. The bottom of the trench shall be brought to true grade using well graded crushed limestone that shall provide even bearing for the full length of the pipe.
- 303.1.4 Should any trench be over-excavated, only crushed limestone shall be used to bring the trench back to its proper depth.
- 303.1.5 In all cases from 6 inches below the flowline to 12 inches above the top of pipe, the trench width shall be a maximum of 1.4 x pipe outside diameter plus 16 inches.
- 303.1.6 Protection of Existing Facilities: All existing facilities (roadway, utilities, foundations, etc.) that are adjacent to the new construction shall be protected and preserved. Should damage occur to an existing facility, it shall be promptly repaired. Where new construction interferes with the operation of an existing facility, the contractor shall make provisions for maintaining continuous service. The contractor shall give reasonable notice to any utility company or to owners of property when it appears damage is possible by the execution of work.

303-2 Pipe Installation:

- 303.2.1 The pipe shall be laid true to grade using a laser beam or a grade rod with an iron heel for the invert. Should the grade rod be used, a minimum of three (3) batterboards shall be set at the necessary offset. A line shall be drawn taut over the batterboards and the rod shall have a means for measuring from the line to the invert. The alignment of all pipes between manholes or junction boxes shall be true to line and grade, and shall reflect the full bore of the pipe. Each pipe section shall be centered into the adjacent pipe section at each joint. The pipe bell shall not rest on the bedding material. The bedding material shall be excavated at each bell such that the weight of the pipe is distributed evenly along the entire length of the pipe barrel.

303-3 Manhole, Junction Box, and Inlet:

- 303.3.1 All units shall be set plumb and true to grade. If cast-in-place concrete is used, inverts shall be formed such that it is smooth and flows evenly from inlet to outlet. Should precast units be used, the area shall be over-excavated a minimum of 12 inches. The excavation shall be brought back to grade with neat concrete or granular stone backfill. The unit shall be set to true line and grade while the concrete is still pliable enough to fill any voids under the base. All castings shall be set to true line and grade in a full bed of mortar. Frames and covers shall have a true bearing surface such that they will seat firmly without rocking or shifting.

303-4 Backfilling and Compacting:

- 303.4.1 Material used for backfilling shall be earth previously excavated from the trench, and shall be free from perishable material, frozen soil, and other material liable to become unstable when saturated with water after having been compacted. No frozen material shall be used in the backfill. Care shall be taken to prevent damage to the pipe and structures. Special precautions shall be taken in backfilling over pipes. No backfill shall be placed over any portion of pipes and/or joints not inspected by the City. Bedding material shall be granular stone, for a depth of at least six inches over the top of the pipe bell. This material shall be carefully deposited in uniform layers not exceeding six inches in depth, and each layer shall be carefully and solidly tamped with mechanical tampers in such a manner as to avoid damage to pipe or disturbing the completed work. Backfilling for the remainder of the trench shall be previously excavated gravel, sand, or earth, and shall contain no stone over ten inches in its largest dimensions. This backfilling shall be deposited and spread in layers and solidly tamped to 80 percent of the maximum density. As the trenches are backfilled, the Contractor shall remove all surplus material and regrade the surface leaving it in good order. The trenches shall be filled to the ground surface elevation which previously existed.

303-5 Roadway Surface Replacement:

- 303.5.1 All roadway surfaces removed during construction shall be replaced with a minimum concrete thickness as shown in the standard details. The Contractor shall be responsible for determining the nature and thickness of all pavement and surfacings to be cut and replaced, including any base courses. Concrete pavement, asphaltic pavement, macadam pavements, crushed stone, and any type of roadway surface, whether public or private, which is cut or damaged during construction of the project shall be replaced so as to conform to the lines and grades of the original roadway surface, and shall be of a quality, thickness, and appearance equal to or better than that of the roadway as it existed prior to construction.
- 303.5.2 General: Existing paving shall be cut vertically and horizontally to straight lines. The trench shall be backfilled with granular stone material compacted to 95 percent of maximum density, to an elevation level with the existing riding surface of the roadway. This level shall be maintained by the Contractor until all secondary settling has occurred. Any crushed stone required to maintain the trenches in a suitable condition for traffic during this period shall be furnished at the Contractor's expense. When the trench has been properly backfilled and has settled sufficiently to permit final repairs, roadway surfacing shall be applied according to this specification. At the time of final repairs, the Contractor shall remove sufficient material to allow placement of roadway surfacing to the thicknesses specified below.
- 303.5.2.1 Granular stone shall meet the gradation requirements specified in Paragraph 302-6 of this Division.

- 303.5.3 Crushed Stone: Trenching along or across unpaved roadways, including county roads, and city streets, as well as dirt, or gravel shoulders of paved streets, roads, or highways, shall be backfilled in compliance with these specifications. The trench shall be backfilled to a level with the existing riding surface of the roadway. When the trench has been properly backfilled and has settled sufficiently to permit final repairs, the backfill shall be removed as necessary for crushed stone surfacing. The crushed stone shall be rolled and thoroughly compacted in layers to a minimum finished thickness of 6 inches.
- 303.5.4 Concrete, Asphaltic Concrete, and Chip and Seal: Concrete surfaces, including private drives, shall be replaced with concrete surfacing equal to the thickness of existing pavement, plus a minimum of 2 inches. Concrete shall have a minimum 28-day compressive strength of 3500 psi.
- 303-6 Clean-up:
- 303.6.1 After completion of any portion of work, the construction area shall be cleaned of all surplus material, earth, rubbish, etc. and left in as near the original state as possible. All ditches and drainage shall be restored to their original condition.
- 303.6.2 All grassed areas shall be seeded, fertilized, and mulched as required to restore the areas to a condition equal to that which existed prior to construction.

End of Section

DIVISION 400
CONSTRUCTION MATERIALS AND METHODS
FOR
GRADING, SITE, AND SUBGRADE PREPARATION

GRADING, SITE, AND SUBGRADE PREPARATION 400

401 CLEARING, GRUBBING, AND DEMOLITION

401-1 Scope: This section governs the furnishing of all labor, equipment, tools, and materials, and the performance of all work for clearing, grubbing, and demolition wholly, or in any part of locations shown on the plans.

401-2 Materials, Definitions, and Equipment:

401-2.1 Clearing: Clearing shall consist of removing all vegetable matter, such as trees, brush, down timber, rotten wood, rubbish, and other objectionable combustible materials, found on or above the surface of the site. It shall include removing wood buildings, fences, lumber, waste dumps, and trash, and the salvaging of such of the materials as may be specified, and disposing of the debris.

401-2.2 Grubbing: Grubbing shall consist of removing all stumps, roots, buried trees and brush, wood piling, wood curb planking, wood culverts, wood catch basins and drains, and wood stairs appearing on or below the surface of the ground.

401-2.3 Demolition: Demolition shall consist of demolishing and removing or incorporating into embankment all non-vegetable matter appearing above, on, or below the ground surface. This shall include all material derived from the demolition of portland cement concrete items, such as base courses, curbs, curb and gutters, sidewalks, floors, steps, driveways, drainage structures of all sorts, guard fences, and other miscellaneous items such as foundations or walls of any sort, and iron or steel items; and shall include all asphaltic items, such as pavement and base courses.

401-2.4 Trees: Vegetable growth six (6) inches in diameter and larger, measured three (3) feet above ground shall be classified as a tree.

401-2.5 Brush: Vegetable growth less than six (6) inches in diameter, measured three (3) feet above ground shall be classified as brush.

401-2.6 All material excavated shall be considered as unclassified excavation, which shall consist of all material of whatever character encountered in the work, including soil, solid rock, fragmented rock, water, or man-made facilities.

401-3 Construction Details - Limits of Work:

401-3.1 In Development Areas: In developed and semi-developed areas where streets exist, the limits for clearing, grubbing, and demolition shall be as defined on the plans, but in no case shall work extend beyond the limits of the right-of-way, city property lines, or easements.

401-3.2 In Undeveloped Areas: In undeveloped areas where improvements are very scattered or non-existent, clearing, grubbing, and demolition shall extend to the limits of the right-of-way, city property lines, or easement unless otherwise indicated on the plans or covered in the special provisions. In the case of streets, the limits shall include the area along intersecting streets and alleys for such distance as required to provide a clear area for the construction.

401-3.3 Protection of Existing Facilities: The Contractor shall be responsible for protecting any improvement of any agency, public or private, in the vicinity of clearing grubbing, or demolition operations. When necessary, the Contractor shall enlist the assistance of the affected agencies in the location of their utilities. The Contractor will not be

responsible for the cost to any agency for assistance in the location of its facilities, but he shall be responsible for the cost of all damage to such facilities arising because of his carelessness or negligence.

401-4 Rock Excavation:

- 401-4.1 Any solid or fragmented rock over six inches in diameter encountered during excavation of the project site or borrow shall be removed and disposed of by the Contractor unless designated by the City Engineer. No direct compensation will be included for rock excavation.

401-5 Excavation:

- 401-5.1 Crushed Stone and Paved Areas: In all areas where concrete curb and gutter or paving is to be installed, the finished subgrade shall be excavated to the bottom of the granular stone base to allow for construction of curb and gutter, aggregate base, and paving. In all areas that are to receive curb and gutter and/or asphaltic paving, the subgrade shall be scarified and compacted in accordance with Section 401.6.

401-6 Fill and Grading:

- 401-6.1 Perform all cutting, filling, compacting of fills, and rough grading required to bring the entire project area to grade for all surfaced areas. Remove topsoil to its entire depth from the areas within lines five (5) feet outside areas to be occupied by roads, walks, and other surfacing. Pile topsoil in approved locations where it will not interfere with building or utility operations. All finish grading in areas designated to be fine graded shall be done with satisfactory topsoil and in such a manner as will permit the sowing of grass seed with no further work necessary.
- 401-6.2 Rough grading of areas beyond limits of fine grading shall be done with machine and shall be as smooth and free of rocks as can be obtained under machine conditions. Grades shall be accurately cut to elevations shown on elevations and cross sections.
- 406-6.3 All ditches, swales, and gutters shall be finished to drain readily.
- 406-6.4 Material for fill shall be free of roots, wood, or other organic material, and shall be taken from the project site and borrow area. Remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be filled. Prior to placing fill material, the surface of the ground shall be scarified to a depth of six (6) inches and the moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material. Place fill in layers not exceeding six (6) inches compacted or eight (8) inches loose material.
- 406-6.5 Compact each layer of fill by rolling or tamping to ninety-five (95) percent of maximum density at optimum moisture content. The degree of compaction shall be determined and controlled in accordance with ASTM D2922, ASTM D2167, or ASTM D1556. Compaction shall be accomplished by the use of power rollers, machine tampers, or other mechanical equipment approved by the City Engineer. If necessary, soil shall be moistened, or allowed to dry to the correct moisture content before compaction. Fill shall not be placed on a subgrade that is muddy, frozen, or that contains frost.

401-7 Tests:

- 401-7.1 The Contractor shall provide, as part of the obligation to perform the work, an in-place density test for each 6-inch lift, as directed by the City Engineer. Where tests indicate that fill does not conform to the compaction density specified, the fill shall be recompacted at the expense of the Contractor. The name of any testing shall be submitted to the City Engineer for approval. Copies of each test report shall be furnished to the City Engineer.

401-8 Subgrade Preparation:

- 401-8.1 Scope: This section governs the furnishing of all labor, equipment, tools, and materials, and the performance of all work for the subgrade preparation, complete, at locations shown, which have been previously graded as mentioned earlier, preparatory to constructing pavements for streets, alleys, runways, parking, or sidewalks, and the construction of curb, curb and gutters.

This section does not include the construction of any base courses.

- 401-8.2 Materials, Definitions, and Equipment:

401-8.2.1 Subgrade: Subgrade is defined as a well-graded and compacted surface, constructed as specified herein, to the grades, lines, and cross section shown, bladed and compacted to the specified density, preparatory to constructing pavements, or other improvements thereon.

401-8.2.2 Subgrade Preparation: Subgrade preparation is the repeated operation of fine-grading and compacting the subgrade until the specified lines, grades, and cross sections are obtained, and the materials are compacted to the specified depth and density.

401-8.2.3 Equipment: The subgrade preparation shall be completed by the use of motor graders, steel wheel rollers, and an approved template, stringline, or other approved method, as furnished by the Contractor.

- 401-8.3 Construction Details:

401-8.3.1 The subgrade surface shall be brought to the specified lines, grades, and cross sections by repeatedly adding or removing material and compacting to the specified density with a suitable roller to perform these operations. Tolerance allowed on all lines, grades, and cross sections shall be plus or minus 0.02 foot.

401-8.3.2 Compacting the Subgrade for Pavements: The subgrade for pavements shall be compacted to a density of at least ninety-five (95) percent of the maximum density for the material used as determined by ASTM Designation D-698, for a depth of at least six (6) inches below the finished subgrade elevation, and within the tolerance of the moisture for the type of material at ninety-five (95) percent of maximum density as shown on the moisture-density curve obtained. Any further compacted layers shall be accomplished in the same manner as specified.

401-8.3.3 Protection and Maintenance of Subgrade: The newly finished subgrade shall be repaired from action of the elements. Any settlement or washing that occurs prior to the acceptance of the work shall be repaired and the specific lines, grades, and cross section re-established. If subgrade loses its compaction due to the delay of paving, subgrade must be recompacted and tested. The Contractor shall protect all pavements, curbs, curb and gutters, gutters and sidewalks from his subgrade

operation with an earth cushion, timber planking, or both, where tractors, graders, rollers, or other equipment are required to pass, or turn around. All resulting damage shall be repaired. Any damaged work that cannot be repaired to the satisfaction of the City Engineer shall be replaced by the Contractor at his own expense.

- 401-8.4 Cleanup: Cleanup shall follow the work progressively. Final cleanup shall follow immediately behind the completion of the subgrade. The Contractor shall remove from the project site all rubbish, equipment, tools, and surplus or discarded material, and temporary construction items. Debris from cleanup shall be removed from the project site.

End of Section

DIVISION 500
CONSTRUCTION MATERIALS AND METHODS
FOR
STREETS AND ROADWAYS

501 MATERIALS

501-1 Granular Stone Base:

- 501-1.1 Base Course: Aggregate for base shall be essentially limestone or dolomite. It shall not contain more than 15 percent deleterious rock and shale. Sand may be added only for the purpose of reducing the plasticity index of the fraction passing the No. 40 sieve in the finished product. Any sand, silt, and clay, and any deleterious rock and shale shall be uniformly distributed throughout the mass. The aggregates shall conform to the following gradation requirements:

	<u>Percent</u>
Passing 1 inch sieve.....	100
Passing 1/1 inch sieve.....	60 - 90
Passing No. 4 sieve.....	40 - 60
Passing No. 40 sieve.....	15 - 35

The fraction passing the No. 4 sieve shall have a plasticity index not to exceed six.

501-2 Concrete Surface:

- 501-2.1. Portland Cement: Portland cement shall conform to "Standard Specification for Portland Cement" ASTM C150, latest revision, Type 1 or Type 1A. One sack of cement shall be considered as one cubic foot of volume or 94 pounds by weight.
- 501-2.2 Aggregates: Fine and coarse aggregates shall conform to "Standard Specification for Concrete Aggregates", ASTM C33, latest revision. The nominal maximum size of the coarse aggregate shall not be larger than one-fifth of the narrowest dimension between sides of forms, one-third the depth of the slabs, nor three-fourths of the minimum clear distance between reinforcing bars or between bars and forms, whichever is least. Coarse aggregate gradation shall conform to ASTM C33, latest revision, Size 57.
- 501-2.3 Admixtures: Air-entrained admixtures to be added in the field shall conform to "Standard Specifications for Air-Entraining Admixtures for Concrete", ASTM C260, latest revision. Water-reducing, retarding, or accelerating admixtures, if permitted by the Resident Inspector, shall conform to "Standard Specifications for Chemical Admixtures for Concrete", ASTM 494, latest revision.

Air Entrainment shall range between 5-7 percent by volume and shall be used in the construction of the following items.

- (a) All retaining walls and bridge units, except culvert-type structures and seal courses.
- (b) Concrete median barriers.
- (c) All piles (not required for cast-in-place concrete piles).
- (d) Concrete pavements.
- (e) Approach slabs and paved approaches.
- (f) Concrete medians and median strips.
- (g) Sidewalks, curb ramps and steps.
- (h) Curbs, gutters, curb and gutter and surface drain basins and drains.
- (i) Concrete pedestals for signs, signals and lighting.

- 501-2.4 Mixing Water: Mixing water for concrete shall be fresh, clean, and potable. Non-potable water may be used only if it produces mortar cubes having a 7- and 28-day strength equal to the strength of similar specimens made with distilled water, when tested in accordance with "Method of Test for Compressive Strength of Hydraulic Cement Mortars", ASTM C109, latest revision.
- 501-2.5 Curing Compounds: All curing compounds shall conform to specifications for liquid membrane forming compounds for curing concrete ASTM C209, latest revision, applied in accordance with manufacturer's recommendations.
- 501-2.6 Fiber Mesh Reinforcement: Fiber reinforcement shall comply with the material specifications and performance requirements set forth in ASTM C1116, for Type III Synthetic-Fiber Reinforced Concrete. Synthetic reinforcing fibers shall be 100 percent virgin polypropylene fibrillated fibers containing no reprocessed olefin materials. Fibers shall have a specific gravity of 0.9, a minimum tensile strength of 70 ksi, graded per manufacturer, and be specifically manufactured to an optimum gradation for use as concrete reinforcement. Provide a minimum of 1.5 pounds fiber reinforcement per cubic yard of concrete. Fibers shall be added at the batch plant.

501-3 Asphaltic Concrete Surface:

- 501-3.1 Prime Coat: The prime coat shall be medium-curing, cut back (MC-70) asphalt and shall conform to AASHTO M-82.
- 501-3.2 Surface Course: The asphaltic concrete surface course shall consist of a mineral aggregate compound of crushed stone and/or crushed gravel, sand gravel, sand, mineral filler, and asphaltic cement in such proportions that the composition of the finished mix is within the following range:

	<u>% Max.</u>	<u>% Min.</u>
Passing ½ inch sieve.....	100	--
Passing ½ inch sieve, retained on 3/8 inch sieve	0	25
Passing 3/8-inch sieve, retained on No. 4 sieve	20	45
Passing No. 4 sieve, retained on No. 10 sieve	7	35
Passing No. 10 sieve, retained on No. 40 sieve	7	30
Passing No. 40 sieve, retained on No. 80 sieve	5	20
Passing No. 80 sieve, retained on No. 200 sieve	3	18
Passing No. 200 sieve.....	4	10
Asphalt Cement.....	3.5	8

501-3.2.1 Mineral Filler: Mineral filler shall consist of limestone dust, portland cement, or other suitable mineral matter. It shall be thoroughly dry and free of lumps consisting of aggregations of fine particles. When tested in accordance with AASHTO T37, the mineral filler shall conform to the following gradation requirements:

	<u>Percent</u>
Passing No. 30 sieve.....	100
Passing No. 50 sieve.....	95 - 100
Passing No. 100 sieve.....	90 - 100
Passing No. 200 sieve.....	70 - 100

- 501-3.3 Asphalt Cement: Shall be 60-70 penetration grade asphalt cement, homogenous and free of water and shall be prepared by refining crude petroleum by suitable

methods, and shall conform to the requirements of Section 1015 of the Missouri Standard Specifications for Highway Construction for penetration graded asphalt cement.

501-3.4 Certification: Submit manufacturer's certification of compliance which shall include quality and grading of aggregates and quality and grades of bituminous materials.

501-3.5 Chat will not be approved for use in asphaltic concrete unless the chat has been conditioned to meet the specific gradation.

501-4 Crushed Stone Surface:

501-4.1 Crushed Stone Surfacing: The graded stone shall consist of a natural or artificial mixture of hard, durable particles of coarse and fine limestone aggregate. The materials shall be free from soft or decomposed particles, and shall be uniformly graded so that it can be compacted into a hard dense mass. The natural or processed mixture shall conform to the following:

<u>Sieve Designation</u>	<u>Percentage by Weight Passing Square Mesh Sieves</u>
2 inch	100
1 inch	55 - 85
3/4 inch	50 - 80
#4	30 - 60

Suitable material shall be added and uniformly blended, if necessary, to make natural stone conform to the required gradation. The stone base shall be compacted to not less than 95% of maximum density at optimum moisture content as determined by AASHTO T-99, latest revision.

502 PLACEMENT OF GRANULAR STONE BASE AND CONCRETE

502-1 Base Course:

502-1.1 Contractor shall furnish, place, and compact a thickness of base course as specified on the plans, of crusher run limestone on a prepared subgrade. Base course shall be as specified in Paragraph 501-1 of this Division. The subgrade shall be prepared as specified in paragraph 401-8 of Division 400.

502-1.2 In no case shall granular base be placed or manipulated on muddy or frozen subgrade. Any mixture containing frost or frozen particles shall not be compacted or placed on the subgrade.

502-1.3 The granular base shall be handled in such manner as to avoid undue segregation. If segregation occurs or if the fixture becomes contaminated, such segregation or contaminated material shall be removed and replaced with material of suitable quality and gradation.

502-1.4 The maximum compacted thickness of any one layer shall not exceed six (6) inches. When the specified compacted depth of the base course exceeds six (6) inches, the base shall be constructed in two or more layers of approximately equal thickness. Preliminary compaction shall be performed by means of pneumatic-tired rollers. After preliminary compaction has been secured, finish compaction shall be carried to completion by means of self-propelled steel-wheeled

rollers weighing not less than ten tons. Shaping and compacting shall be carried on until a true, even, uniform base course of proper grade, cross-section, and density is obtained. Proper moisture content shall be maintained by wetting the surface or allowing it to dry, as required, during shaping and compacting operations. The use of excess water resulting in runoff or in the formation of a slurry on the surface shall be avoided. The stone base shall be compacted to not less than 95 percent of the maximum density of optimum moisture content as determined by Mod AASHTO T-99.

502-2 Proportioning Concrete:

502-2.1 General: Proportions of aggregate to cement and water shall be such as to provide a concrete mix that will work readily into corners and angles of forms and around reinforcement and other embedded items without causing segregation of materials.

502-2.2 Concrete Strength: Concrete shall be provided to develop a compressive strength of not less than 3500 psi at 28 days for field cured cylinders. All structural concrete shall contain entrained air from 5 to 7 percent by volume. The minimum cement content of the mix shall be 6 sacks per cubic yard of concrete.

502-3 Mixing Concrete:

502-3.1 Ready-Mixed Concrete: Ready-mixed concrete will be permitted provided it conforms to the "Standard Specification for Ready-Mixed Concrete", ASTM C94 and to the applicable portions of these specifications.

502-4 Concrete Placement:

502-4.1 Preparation Before Placing: Hardened concrete and foreign materials shall be removed from the inner surfaces of the conveying equipment.

502-4.2 Formwork shall be completed; reinforcement shall be secured in place; expansion joint material, waterstops, anchors, pipe sleeves, and other embedded items shall be positioned before any concrete is placed. Subgrades shall be sprinkled sufficiently to eliminate absorption of water from the concrete before any concrete is placed.

502-4.3 Conveying: Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods that will prevent separation or loss of ingredients and in a manner that will assure that the required quality of the concrete is obtained. Conveying equipment shall be of size and design to insure a continuous flow of concrete at the delivery end. Conveying equipment and operations shall conform to the following requirements:

502-4.3.1 Truck mixers, agitators, and non-agitating units and their manner of operation shall conform to the applicable requirements of "Specifications for Ready-Mixed Concrete", ASTM C94. All conveying equipment shall be adequately sized to ensure that discharge of the concrete from each truck to its point of final placement shall be accomplished within 45 minutes after the truck arrives at the site. Any truckload of concrete not discharged within the 45 minute time limit shall not be placed on the project.

502-4.3.2 Belt conveyors shall be horizontal or at a slope that will not cause segregation or loss. An approved arrangement shall be used at the discharge end

to prevent separation. Long runs shall be discharged without separation into a hopper.

502-4.3.3 Chutes shall be metal or metal-lined and shall have a slope not exceeding 1 vertical to horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 feet long and chutes not meeting the slope requirements may be used provided they discharge into a hopper before distribution.

502-4.3.4 Concrete for riding surfaces shall not be conveyed or placed by mechanically applied pressure without prior approval unless specified in the contract drawings and specifications. Other concrete may be conveyed or placed by mechanically applied pressure. Pumping equipment shall be arranged to prevent transmission of vibration to freshly placed concrete.

(a) Equipment provided for conveying and placing concrete by mechanically applied pressure shall have adequate capacity and be suitable for the intended work. It shall be so operated as to produce a continuous stream of uniform concrete. The system through which the concrete is pumped shall be manufactured so that no aluminum parts will come into contact with the concrete.

502-4.4 Depositing: Concrete shall be deposited continuously, or in layers of such thickness that no concrete will be deposited on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness within the section. Placing shall be carried on at such a rate that the concrete that is being integrated with fresh concrete is still plastic. Concrete that has partially hardened or has been contaminated by foreign materials shall not be deposited.

502-4.4.1 Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to flowing or rehandling and shall drop vertically into the center of the forms. In no case shall concrete be allowed to fall more than five feet, or at other times when required, drop chutes or other approved devices shall be used.

502-4.5 Where surface mortar is to be the basis of the finish, the coarse aggregate shall be worked back from the forms with a suitable tool so as to bring a full surface of mortar against the form, without the formation of excessive surface voids. All concrete shall be consolidated by vibration, spading, rodding, or forking so that the concrete is thoroughly worked around the reinforcement, around embedded items, and into corners of forms, eliminating all air or stone pockets that may cause honeycombing, pitting, or planes of weakness. Mechanical vibrators shall have a minimum frequency of 7,000 revolutions per minute and shall be operated by competent workmen. Over-vibrating and use of vibrators to transport concrete within forms shall not be allowed. Vibrators shall be inserted and withdrawn at many points, from 18 to 30 inches apart. At each insertion, the duration shall be sufficient to consolidate the concrete, but not sufficient to cause segregation, generally from 5 to 15 seconds duration. A spare vibrator shall be kept on the job site during all concrete placing operations.

502-4-6 Weather Conditions:

502-4.6.1 Unless adequate protection is provided, concrete shall not be placed in rain, sleet, or snow. Rain water shall not be allowed to increase the mixing water nor to damage the surface finish.

502-4.6.2 Concrete Temperature: When the ambient temperature falls below 40°F, the minimum temperature of concrete as placed shall be 50°F. The inside of

forms, reinforcing steel, and embedded fixtures shall be free of all snow and ice at the time concrete is placed. Concrete shall not be placed on a frozen subgrade. If the subgrade is frozen, concreting shall be delayed until the ground thaws sufficiently to ensure that it will not freeze again during the curing period.

502-4.6.3 Hot Weather Concrete Placement: Concrete placed in hot weather shall have a placing temperature which will not cause difficulty from loss of slump, flash set, or cold joints (less than 90°F). Forms, reinforcing steel, and subgrade shall be sprinkled with cool water just before concrete is placed. Prior to placing concrete, however, there shall be no standing water on the subgrade.

502-4.7 Joints:

502-4.7.1 Construction joints are recommended and shall be placed so as to least impair the strength of the structure. All reinforcing bars and welded wire fabric shall continue across construction joints. Construction joints shall conform to the details shown on the plans and shall be keyed as shown. Construction joints shall be thoroughly wetted and coated with a mixture of 1:2 mortar immediately before the new concrete is placed. The surface of the concrete at all joints shall be thoroughly cleaned and all laitance shall be removed. Immediately before placing fresh concrete, the surface of the existing concrete at the joint shall be dampened, but not saturated. The edges of all joints that are exposed to view shall be carefully finished true to line and elevation. Construction joints shall be made at the close of each day's work or when the work is stopped or interrupted for more than 30 minutes. No transverse construction joint shall be constructed within 10 feet of an expansion or contraction joint.

502-4.7.2 Expansion Joints: Expansion joints shall extend for the full cross section of the concrete pavement. Filler placed prior to the placement of the concrete shall be installed with a removable cap or edging bar to serve as a guide for edging the joint and protection for the filler during the placing and finishing of the concrete. Joints constructed after the placement of concrete shall be sawed full depth and the exposed edges shall be ground to a chamfer of 3/8 inch. The filler shall rest snugly on the subgrade from form to form. The joints shall be sealed as specified below. Upon removal of the forms, any struts or fins of concrete extending across the joint shall be removed to the full width of the joint and the full thickness of the pavement.

502-4.7.3 Sawing: Unless otherwise provided, all transverse contraction and all longitudinal joints in the pavement shall be sawed with the joint groove cut to the dimensions shown on the plans. If the groove for poured type transverse joints is cut prior to removal of the forms, the groove shall be cut as close as is practicable to the pavement edge, and the resulting crescent shaped plug in the groove immediately adjacent to the form will be acceptable. For intersections and irregular pavement, joints shall be sawed at locations as specified by the City Engineer. Sawing of the joints shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling. All joints shall be sawed before uncontrolled shrinkage cracking takes place. The sawing of any joint shall be omitted if a crack occurs at or near the joint location prior to the time of sawing. Sawing shall be discontinued when a crack develops ahead of the saw. In general, all joints should be sawed in sequence. The City Engineer reserves the right to have the Contractor install preformed type joints on multiple width construction when the use of sawed joints fails to prevent random cracking.

502-4.7.4 Sealing Joints: All sawed contraction joints and sawed for formed expansion joints shall be sealed with joint sealing material before the pavement is

opened to traffic including construction traffic, and as soon after completion of a minimum curing period of 72 hours as is practicable. Immediately prior to sealing, the joints shall be thoroughly cleaned and dried. The sealing material shall be heated to the pouring temperature recommended by the manufacturer. Any material that has been heated above the maximum safe heating temperature will be rejected. The sealing material shall be installed in such a way as to fill the joint opening completely and uniformly from the bottom to the top, and any excess material shall be removed from the pavement surface.

502-4.8 Patching:

502-4.8.1 General: All tie holes and all repairable defective areas shall be patched immediately after form removal. After being cleaned and thoroughly dampened, the holes shall be filled with patching mortar and finished.

502-4.8.2 Defective Areas: All honeycombed and other defective concrete shall be removed down to sound concrete. The area to be patched and an area at least six inches wide surrounding it shall be dampened to prevent absorption of water from the patching mortar. A bonding grout shall be prepared using a mix of approximately one part cement to one part fine sand passing a No. 30 mesh sieve, shall be mixed to the consistency of thick cream, and shall then be well brushed into the surface.

502-4.8.3 The patching mixture shall be made of the same material and of approximately the same proportions as used for the concrete, except that the coarse aggregate shall be omitted and the mortar shall consist of not more than 1 part cement to 1½ parts sand by damp loose volume. White portland cement shall be substituted for a part of the gray portland cement on exposed concrete in order to produce a color matching the color of the surrounding concrete, as determined by a trial patch.

502-4.8.4 The quantity of mixing water shall be no more than necessary for handling and placing. The patching mortar shall be mixed in advance and allowed to stand with frequent manipulation with a trowel, without addition of water, until it has reached the stiffest consistency that will permit placing.

502-4.8.5 After surface water has evaporated from the area to be patched, the bond coat shall be well brushed into the surface. When the bond coat begins to lose the water sheen, the premixed patching mortar shall be applied. The mortar shall be thoroughly consolidated into place and struck off so as to leave the patch slightly higher than the surrounding surface. To permit initial shrinkage, it shall be left undisturbed for at least one hour before being finally finished. The patched area shall be kept damp for seven days. Metal tools shall not be used in finishing a patch in a formed wall which will be exposed.

502-4.9 Curing and Protection: Exposed surfaces of concrete shall be protected from premature drying and excessively hot or cold temperatures for the period of time necessary for the hydration of the cement and proper hardening of the concrete.

502-4.9.1 Protection from Mechanical Injury: During curing, the concrete shall be protected from damaging mechanical disturbances, heavy shock, or excessive vibration. All finished surfaces shall be protected from damage caused by construction equipment, materials, or methods and rain or running water.

502-4.9.2 Temperature and Shrinkage Cracks: Any temperature and

shrinkage cracks which develop prior to the final acceptance of the project shall be repaired and waterproofed.

502-4.9.3 Concrete shall be covered with insulated blankets if the air temperature falls below 35°F for a minimum of three days after concrete placement.

502-4.10 Testing:

502-4.10.1 Strength Tests: Test cylinders shall be taken by the Contractor and shall be cured and tested in accordance with the "Standard Method of Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field", ASTM C31. Not less than three specimens shall be made for each 100 cubic yards of concrete or fraction thereof in each day's pour, except that in no case shall a given mix design be represented by less than three tests. The standard age of test shall be 28 days, but seven-day tests and 14-day tests may be used provided the relation between the seven-day, 14-day, and 28-day strengths of the concrete is established in advance by test for the materials and proportions used and approved by the City Engineer. If the average of the strengths of the test cylinders fails to attain the specified strength so as to justify doubt as to the quality of the concrete, further tests shall be made, at the Contractor's expense, of the concrete in place to determine its fitness to remain in the structure. These tests shall be performed in accordance with the "Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete", ASTM C42, latest revision.

(a) The strength level of the concrete will be considered acceptable if the average of three 28-day test strength results equal or exceed the specified compressive strength, and no individual tests fall below the specified compressive strength by more than 500 psi.

(b) All strength tests shall be performed by a reputable testing laboratory hired by the Contractor.

502-4.10.2 Slump Tests: Slump tests will be performed, and shall conform to "Standard Method of Test for Slump of Portland Cement Concrete", ASTM C143, latest revision.

502-4.11 Finish: Riding surfaces shall be finished true to the alignment, grade, cross section, and camber shown on the approved plans. These surfaces shall be finished by use of an approved mechanical finishing machine. Use of vibratory screeds will not be approved whether or not they are a part of the proposed finishing machine.

502-4.11.1 Machine finishing shall be with an approved self-propelled mechanical finishing machine. The City may waive its use on isolated irregular shaped areas of the pavement. The finishing machine shall travel on adjustable rails or guides set to proper grade, and supported outside the limits of the finished riding surface. The rails shall be supported to limit the full operating load deflection between supports to 1/8 inch or less. They shall, in general, be placed parallel with the centerline of roadway or the longitudinal axis of the area to be finished. Where supports are so located that fresh concrete must be placed around them, the rails or guides shall be furnished in sections of 10 feet or less and placed above the concrete surface. The sections and supports shall be removed and the holes filled with concrete immediately after the final straight-edging. The finishing machine shall make sufficient passes to obtain the specified cross section and surface finish. The final pass of the machine shall be of maximum practicable

length and shall be coordinated with the rate of placement. Finishing machine loads will not be permitted on concrete less than 48 hours old.

502-4.11.2 Where hand finishing of riding surfaces is permitted, the surface shall be struck off to the design section by a rigid metal shod template. The template shall be supported on rails or guides that can be adjusted to produce the design section and slab thickness. The rails or guides shall be supported above or outside the concrete surface. The surface behind the template shall be finished with a longitudinal and transverse motion. Each transverse pass shall overlap the previously floated area by approximately one-half the length of the float.

502-4.11.3 Sufficient work bridges shall be provided to complete the work in an orderly and continuous manner. Work bridges shall be supported outside the limits of concrete placement.

502-4.11.4 Straight-edging: The riding surface shall be checked with a 10-foot straightedge immediately after the final finishing operation. The straightedge shall be pulled lightly across the surface from one edge of the finished area to the other without interruption. Reaching from outer edges to the center of the finished area will not be permitted. Each transverse pass shall overlap the previously straightedged portion by approximately one-half the length of the straightedge. A lightweight longitudinal float may be used in a similar manner in lieu of the straightedge. The straightedge or float shall not be used to cut or move concrete from its finished position. Any irregularities, bumps, or improperly finished areas shall be refinished and the surface again checked by repeating the straight-edging operation.

502-4.11.5 Roadway Finish Texture: The roadway surface, except within 12 inches of the inside face of the curb, shall be textured as soon as the condition of the concrete will permit. Hand operated devices producing a satisfactory texture will be permitted.

502-4.11.6 Surface Test: As soon as curing has been completed, the riding surface will be thoroughly straightedged and all variations exceeding 1/8 inch in 10 feet will be plainly marked. Areas more than 1/8 inch high shall be removed by an approved device consisting of multiple cutting edges leaving a grooved surface finish comparable to that produced by the broom. The use of a bush hammer or other impact device will not be permitted.

502-4.11.7 Unless an armored joint is shown on the plans, construction and expansion joints in the roadway surface shall be carefully edged and left free of all mortar and concrete. These joints shall be sealed with joint sealing material if shown on the plans. Required joint sealing shall be done prior to surface sealing.

503 PLACEMENT OF ASPHALTIC CONCRETE SURFACING

503-1 Prime Coat: The prime coat shall be placed only on a dry or slightly damp, clean base free from loose or foreign material when atmospheric temperature is above 50°F. The rate of application shall be from 0.2 to 0.5 gallons per square yard, depending upon the surface texture. Temperature of the prime coat at the time of application shall not be less than 100°F, or more than 180°F. Any prime coat overspray on adjacent concrete surfaces shall be removed to the City's satisfaction. The prime coat will be allowed to cure a minimum of 24 hours before application of the surface course.

503-2 Tack Coat: The tack coat shall be placed on an existing asphaltic surface that is free of all dust, loose material, grease, or other foreign materials when atmospheric temperature is above

40°F. The asphaltic emulsion shall be applied uniformly with a pressure distributor at a rate of application from 0.02 to 0.10 gallons per square yard. Water may be added to the asphalt emulsion and mixed therewith in such proportion that the resulting mixture will not contain more than 50 percent of added water. The application of the resulting mixture shall be such that the original emulsion will be spread at the specified rate. Temperature of the tack coat at the time of application shall not be less than 75°F nor more than 130°F. The tack coat shall be allowed to properly cure and the tacked surface shall be cleaned of all dirt and surplus sand before the next course is placed. The tack coat shall be applied in such a manner as to cause the least inconvenience to traffic and to permit one-way traffic without pickup or tracking of the asphaltic emulsion.

503-3 Surface and Bituminous Base Course: The asphalt concrete surface course shall be a hot plant-mix of specified thickness suitably placed and compacted, and shall be placed in layers not exceeding two inches in compacted thickness. The asphaltic concrete shall be delivered to the work area in dump trucks properly lubricated to prevent sticking. The asphaltic concrete shall be covered during transit, and shall arrive at the job site at not less than 275°F. Placing of asphaltic concrete shall be as follows:

503-3.1 The asphaltic concrete shall not be placed when either the air temperature or temperature of the surface on which the mixture is to be placed is below 50°F for the surface course or 40°F for the bituminous base course or on any wet or frozen surface, or when weather conditions prevent the proper handling or finishing of the mixture.

503-3.2 The asphalt concrete surface shall be compacted while the surface is hot with power roller equipment as specified. Rolling shall continue until a uniform, even textured surface of the thickness specified is produced. Rolling shall begin at the outer edge and continue toward the center. Each pass shall overlap the preceding one by at least one-half of the rear roller width. Delays in rolling freshly spread mixture will not be tolerated. Traffic shall not be permitted on the finished pavement until it has cooled to atmospheric temperature. Final rolling shall be done with either a two or three-wheel tandem-type roller weighing not less than 10 tons.

503-3.3 Around areas not accessible to power rollers, compaction shall be secured by hand tamping, and all joints must be effectively sealed.

503-3.4 The finished surface shall be rolled until it is free from waves and irregularities. All surplus material shall be removed prior to final acceptance.

503-3.5 If the asphaltic concrete construction consists of more than a single layer, each layer shall be compacted as specified, and allowed to cool to the ambient temperature before the next layer is placed.

503-3.6 The contractor shall provide a leveling course at areas and at a thickness necessary to obtain the elevation and cross sections as shown on the plans, prior to placing the surface course. The areas of existing asphaltic pavement that require an overlay of asphaltic concrete shall be as specified on the plans. The finished surface course, as placed, shall be performed in such a manner as to provide the smoothest possible riding surface.

503-4 Compaction and Testing:

- 503-4.1 After final rolling, the maximum theoretical density shown on the job mix formula shall be used for density and payment determination. Field determination of the density shall be the responsibility of the Contractor under a 3rd party testing contract and is considered incidental to the paving operations. Contractor shall provide access to the City and its representatives for any and all testing of asphaltic concrete paving. Payment for mixture placed at or below the required minimum density will be adjusted as follows:

Field Density Percent of Maximum Theoretical Density	Percent of Contract Unit Price
91.5 or above	100%
91.0 to 91.4, inclusive	97%
90.5 to 90.9, inclusive	94%
90.0 to 90.4, inclusive	90%
89.5 to 89.9, inclusive	80%
Below 89.5	Remove and Replace

- 503-4.2 Testing Pavement: The finished courses shall have the minimum thickness shown on the approved design plans. Tests will be made to insure that each course is being constructed of proper thickness, composition and density. The Contractor shall cut samples from any layer of the compacted mixture at locations designated by the City and shall deliver them to the testing laboratory in good condition. Samples may be obtained by either sawing with a power saw or by drilling 4-inch diameter cores.
- 503-4.3 Density Samples: Density of the roadway shall be determined by one core obtained by the contractor at a random location selected by the engineer for every 500 tons of productions or a minimum of one test per day. Each sample for laboratory density determination shall consist of four cores. All samples, whether sawed or cored, shall consist of an undisturbed portion of the compacted mixture removed for the full depth of the layer or course to be tested.
- 503-4.4 Thickness Samples: Each sample taken for course thickness shall consist of one 4-inch diameter core taken for the full depth of the course. Each sample taken for total compacted thickness shall consist of one 4-inch diameter core taken for the full depth of bituminous construction. Total thickness samples shall be obtained after all bituminous construction is completed on the project.
- 503-4.5 Surface Restoration: The surface from which samples have been taken shall be restored by the Contractor with the mixture then being produced not later than the next day of plant operation, if construction is still in progress. If bituminous construction has been completed, the surface from which samples have been taken shall be restored within 48 hours with hot mix asphalt.
- 503-4.6 Grade and Surface Smoothness Requirements: The finished surface of the bituminous courses shall conform to the grade lines and elevations shown on the plans. The grade and crown slopes shall not deviate more than 0.05 feet from the plan grades. The surface shall not vary more than 1/4 inch when a 12-foot straightedge is laid on the surface parallel with the centerline of the paved area or transverse from the crown to pavement edge.
- 503-4.7 Deficiency in Surface Limit: Surface finish shall be provided such that surface water drains to ditches and guttering. Depressions in the surfacing, which are

exhibited by ponding of water, shall be remedied by the addition of an overlay of asphaltic concrete to eliminate the depression.

- 503-4.8 Deficiency in course and total thickness: Should tests on core samples indicate the thickness is less than the design thickness, the Contractor shall provide additional asphaltic concrete overlay to the entire surfacing area for which the tests indicated a thickness deficiency. One inch minimum of compacted asphaltic concrete overlay shall be added to those deficient areas. The areas that are found to be deficient shall first be cold milled 1/2 inch minimum over the entire deficient area, then overlaid with a thickness sufficient to bring the area up to the design thickness and grade. The deficient area shall be determined in accordance with paragraph 503-4.4 of this Section and/or from core samples taken at a minimum distance of 300 feet between cores.

504 PLACEMENT OF CONCRETE CURB AND GUTTER

504-1 Formwork:

- 504-1.1 Forms shall be metal or sound dressed lumber, straight, free from warp, of sufficient strength to resist springing during construction, and of a height equal to the full depth of the item to be constructed. Wood forms shall have a minimum nominal thickness of two inches except where flexible forms are used. Flexible forms will be required for all curved form lines, except that straight steel form sections ten feet long or less may be used for form lines having a radius greater than 200 feet. Straight steel form sections five feet long will be acceptable for form lines having a radius of not less than 100 feet. The forms shall be thoroughly cleaned, well oiled, securely staked, braced, and held to the required line and grade.
- 504-1.2 In lieu of the forming requirements specified above, slip-form methods may be used for placement of concrete curb, concrete gutter, curb and gutter, and paved ditch provided proper lines, grades, and typical sections are maintained.

504-2 Concrete Placement:

- 504-2.1 Curb and gutter shall be placed on a granular stone base. Base shall be compacted to 95 percent of maximum density and shall be of uniform thickness. Granular base material shall be as specified for base course in Paragraph 501-1 of this Division.
- 504-2.2 Concrete shall be placed on the prepared and sprinkled granular base, consolidated, and struck off to the required thickness. Concrete shall be tamped or vibrated sufficiently to eliminate all voids and to bring mortar to the top, after which the surface shall be finished smooth and even. All edges shall be rounded with an edging tool having a 1/4 inch radius. Faces of curb shall be rounded at the top and bottom by means of an approved tool, to the radius shown. After finishing, concrete shall be cured in the same manner as required for concrete pavement except that transparent membrane shall be used in lieu of pigmented membrane.

504-3 For Removal and Backfilling:

- 504-3.1 After the concrete has set sufficiently, the forms shall be removed, and where necessary, the contractor shall backfill adjacent to the concrete with suitable material, compacted and finished in a satisfactory manner.

504-4 Crack Control Joints:

- 504-4.1 When the concrete curb and gutter has cured sufficiently to allow saw cuts to be made without raveling, the contractor shall saw crack control joints immediately afterward but no more than 48 hours after placement. Joints shall be cut at intervals of 10 feet maximum. Sawing of joints shall be considered a part of curb and gutter construction, with no extra compensation provided. All sawed joints shall be 1/8 inches wide by 2 inches deep and filled with an approved joint filler material.

End of Section

DIVISION 600
CONSTRUCTION MATERIALS AND METHODS
FOR
SIDEWALKS AND DRIVES

SIDEWALKS and DRIVEWAYS..... 600

601 SIDEWALKS

- 601-1 All sidewalks must be compliant with the “Americans with Disabilities Act Accessibility Guidelines (ADAAG)”, latest revision. Exceptions must be approved by the City Engineer.
- 601-2 Sidewalk Dimensions and Reinforcement: All walks shall be concrete, 5-foot wide and 4-inches thick. All walks shall have a minimum of one (1) layer of welded wire fabric reinforcing or constructed with fiber mesh concrete having a minimum compressive strength of 3500 psi.
- 601-3 Subgrade: Shall be prepared in accordance with the excavation, embankments, compaction, and preparation of the subgrade specifications for Streets and Roadways.
- 601-4 Base: Shall be a minimum of 2-inches thick and shall be in accordance with the base course specifications of Streets and Roadways.
- 601-5 Concrete: All walks shall be Portland Cement concrete conforming to the specifications for Concrete Pavement in the Streets and Roadways Section.
- 601-6 Finish: After the initial set has taken place, the surface shall be stable, slip resistant and will not pond water.
- 601-7 Control Joints: Shall be spaced equal to the width of the sidewalk and shall be a minimum of one-fourth (1/4) the total slab depth. The joints shall be made using an approved grooving tool and shall be at right angles to the length of the walk. The edge of the walk shall be finished with an edger having a one-half (½) inch radius.
- 601-8 Detectable Warnings: Detectable warnings (truncated domes) shall be preformed and installed as per manufacture’s recommendations. Stamped concrete will not be accepted.

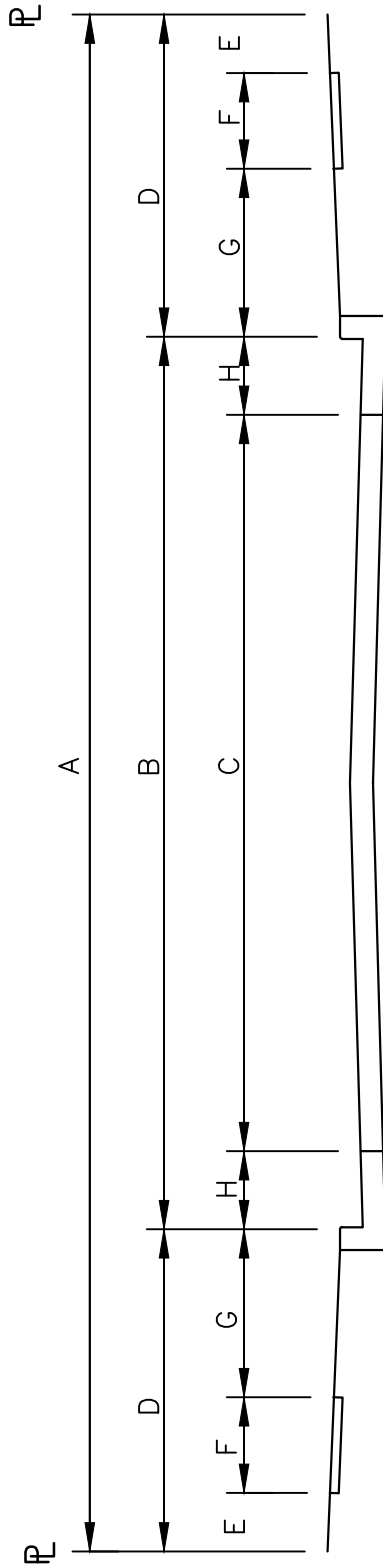
602 DRIVEWAYS

- 602-1 Definition: A driveway shall be any vehicle entrance or exit from a street other than an intersecting street or alley.
- 602-2 Limitations: Driveways shall be a minimum of 10-feet wide and a maximum of 30-feet. All concrete slabs shall be a minimum of six (6) inches thick and properly reinforced with welded wire fabric or fiber mesh concrete. All asphaltic concrete slabs shall have a total thickness of 8-inches minimum, including the base course as shown in the standard details.
- 602-3 Subgrade: Shall be prepared in accordance with the specifications of excavation, embankments, compaction, and preparation of subgrade in the Streets and Roadways section.
- 602-4 Base: Shall be as specified under Base Course in the Streets and Roadways section.
- 602-5 Materials:
- 602-5.1 Drives constructed of Portland Cement concrete shall meet all specifications for Concrete Pavement in the Streets and Roadways section.
 - 602-5.2 Drives constructed of asphaltic concrete shall meet the specifications of Asphaltic Concrete Paving in the Streets and Roadways section. No asphaltic concrete drives will be allowed on street right-of-way.

- 602-6 Slope: All drives shall have a maximum slope of 7-percent and the entrance shall meet the established street grade. Where conditions warrant, steeper slopes may be approved by the City.
- 602-7 Expansion Joints: Shall be non-extruding, resilient, filler type conforming to ASTM C1752, latest revision. Expansion joints shall be placed on each side of the driveway in the curb and gutter, sidewalk, and if the drive extends past the property line, an expansion joint shall be placed at the property line.
- 602-8 Pedestrian Access: Newly constructed driveways shall accommodate existing or future pedestrian access routes across the driveway that meets current ADAAG requirements. Width of access route shall be 5 feet wide.

End of Section

STANDARD DETAILS
FOR
STREETS, ROADWAYS, AND SIDEWALKS
(SECTION ST)



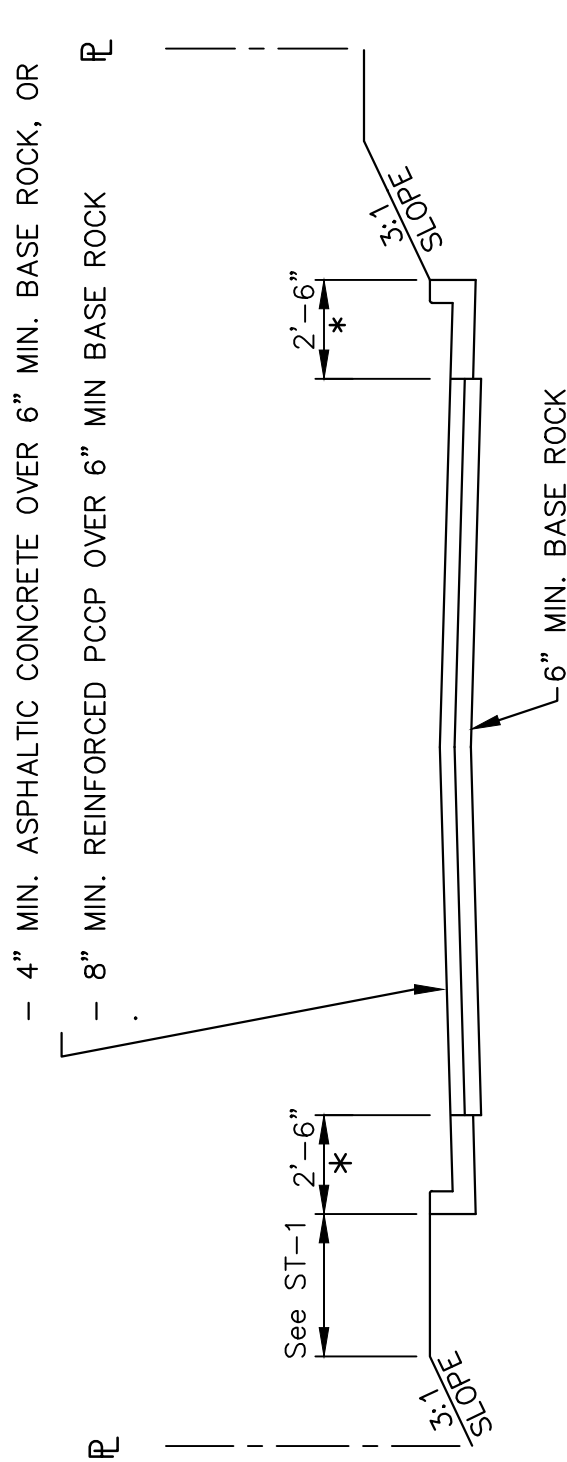
A	B	C	D	E	F	G	H	CROWN
60' STREET	40'	36'	10'	1'	5'	4'	2'	0.42
60' STREET	30'	26'	15'	1'	5'	9'	2'	0.33
50' STREET	30'	26'	10'	1'	5'	4'	2'	0.33

STANDARD DIMENSIONS

CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI



NOTES:

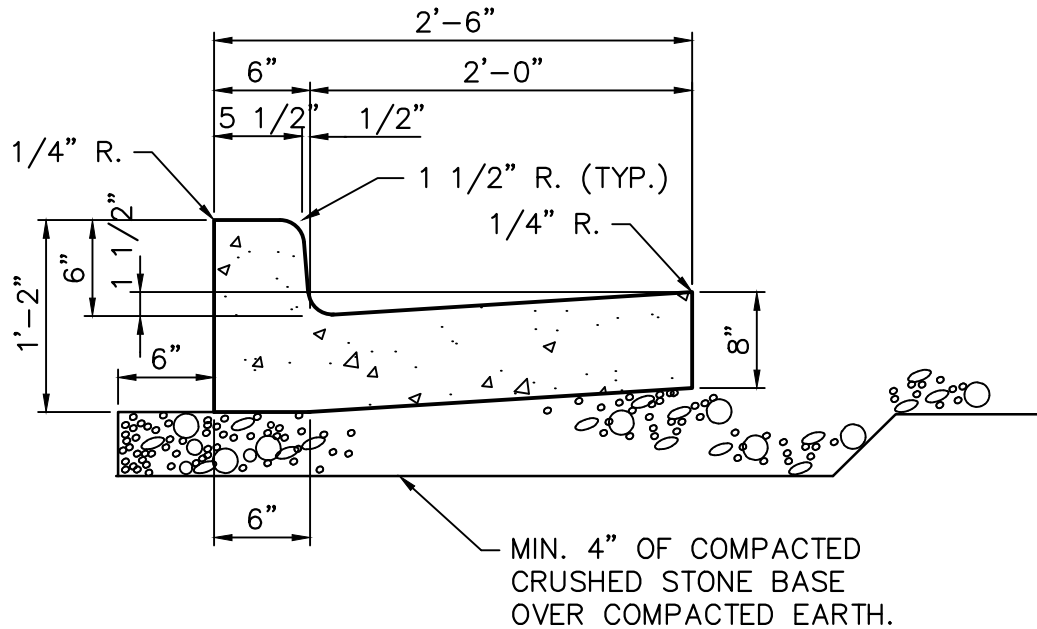
1. BACKFILL BEHIND CURB WITH MINIMUM OF 2" HAND RAKED TOP SOIL.
 2. CONTRACTOR SHALL GRADE EXISTING DRIVES TO MEET NEW PAVEMENT.
 3. PCCP SHALL BE 3500 LB. CONCRETE AT 28 DAY COMPRESSIVE TEST AND REINFORCED WITH EITHER FIBER MESH, OR 6X12 - D6XD6 WELDED WIRE FABRIC. WWF SHALL BE PLACED AT THE MIDPOINT OF THE PCCP THICKNESS.
- * -USE STD. CURB AND GUTTER FOR COMMERCIAL AND INDUSTRIAL DESIGNATED AREAS (ST-3)
 * -USE MOUNTABLE CURB AND GUTTER FOR RESIDENTIAL DESIGNATED AREAS (ST-4)

TYPICAL ROADWAY SECTION

CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
 CONSULTING ENGINEERS & SURVEYORS
 JOPLIN, MISSOURI



NOTES:

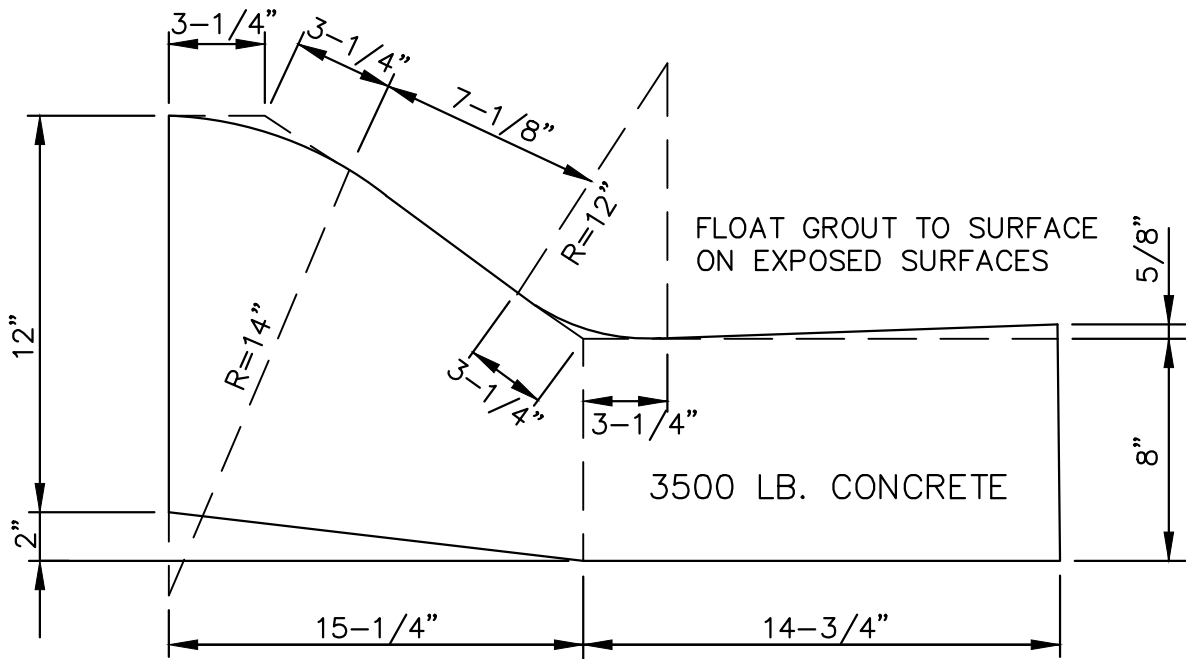
1. CRACK CONTROL SHALL BE SAWED AT INTERVALS OF 10 FEET MAXIMUM AND WITHIN 48 HOURS AFTER PLACEMENT.
2. JOINT TO EXTEND THRU CURB & GUTTER, FRONT TO BACK.
3. ALL SAW JOINTS SHALL BE 1/8" WIDE BY 2" DEEP AND FILLED WITH AN APPROVED JOINT FILLER MATERIAL.

2'-6" STD. CURB & GUTTER DETAIL

CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI



4" MIN. COMPACTED CRUSHED STONE
BASE OVER COMPACTED EARTH.

NOTES:

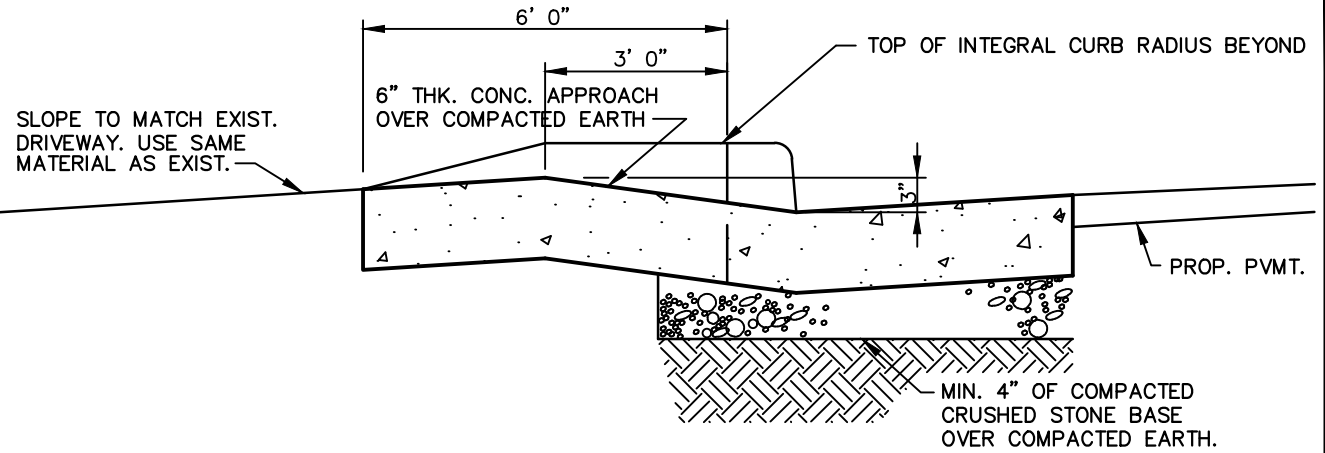
1. CRACK CONTROL SHALL BE SAWED AT INTERVALS OF 10 FEET MAXIMUM AND WITHIN 48 HOURS AFTER PLACEMENT.
2. JOINT TO EXTEND THRU CURB & GUTTER, FRONT TO BACK.
3. ALL SAW JOINTS SHALL BE 1/8" WIDE BY 2" DEEP AND FILLED WITH AN APPROVED JOINT FILLER MATERIAL.

MOUNTABLE CURB & GUTTER

CITY OF NEOSHO, MISSOURI

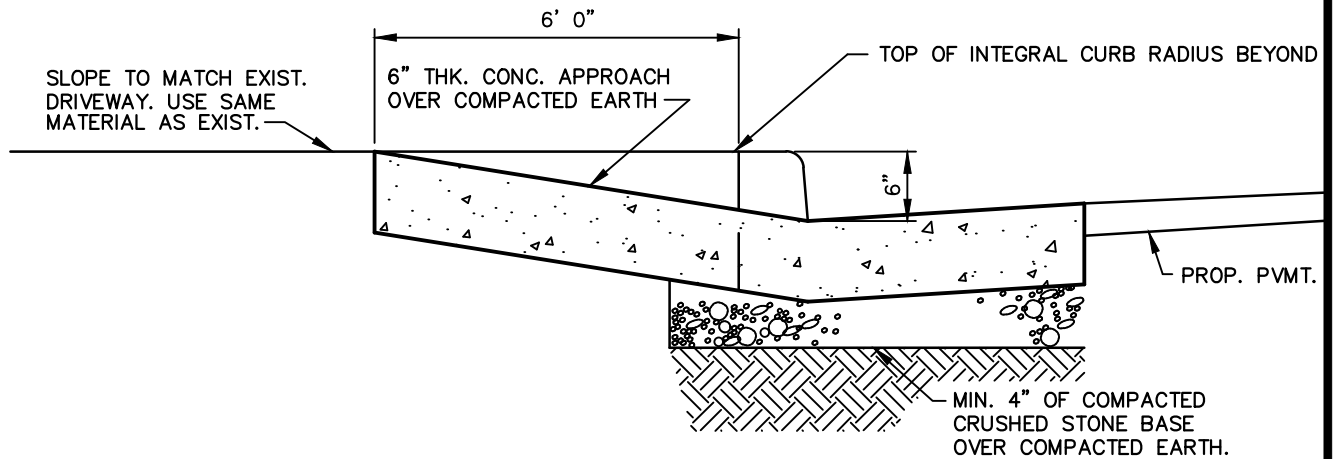


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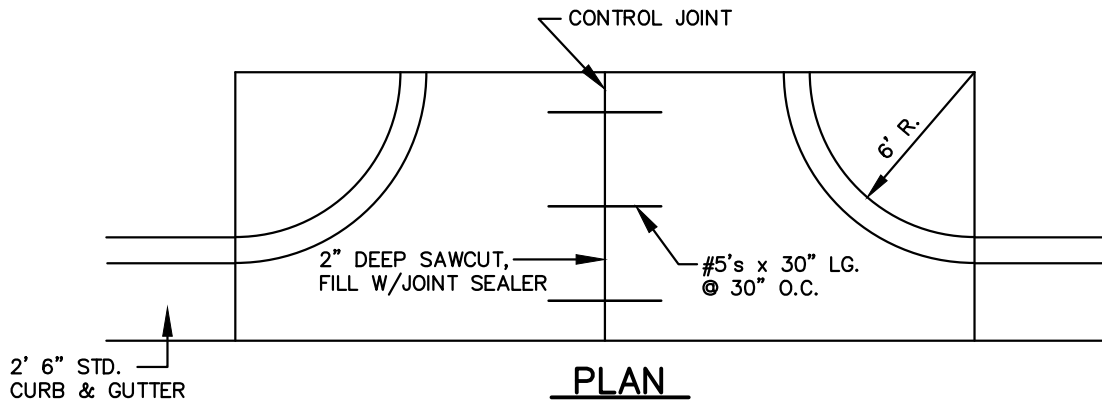
MODIFIED INTEGRAL CONC. APPROACH. CURB RADII. & GUTTER DETAIL

N. T. S.



INTEGRAL CONC. APPROACH. CURB RADII. & GUTTER DETAIL

N. T. S.

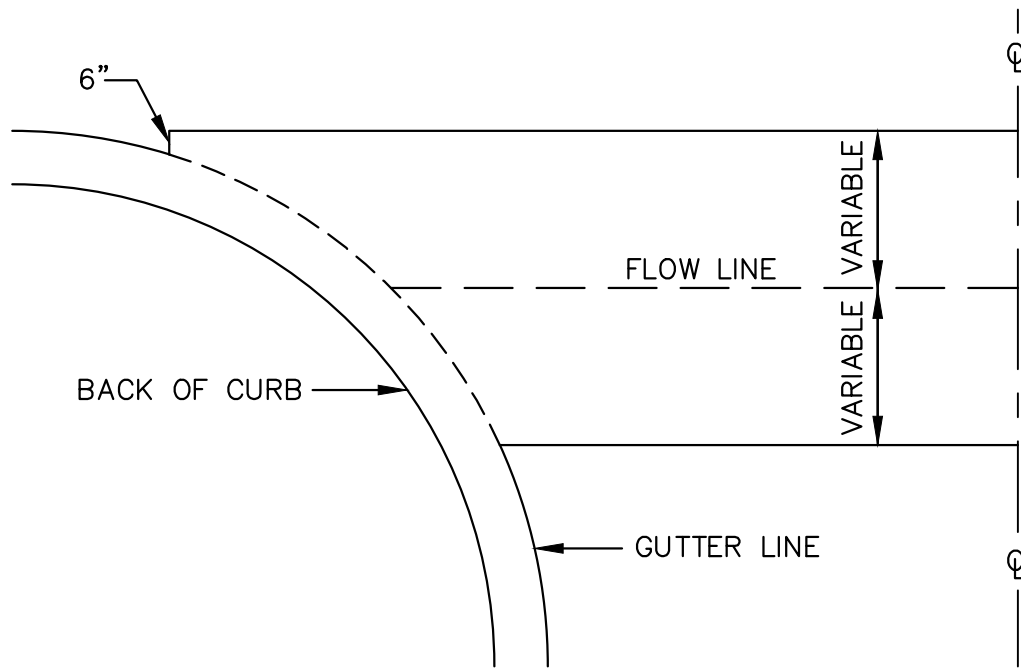


CONCRETE APPROACH DETAILS @ INTERSECTIONS

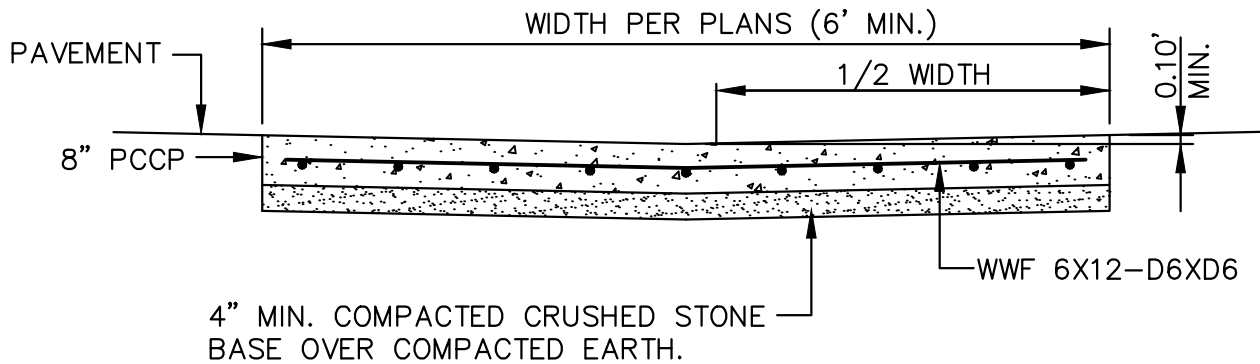
CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI



PLAN



SECTION THROUGH C

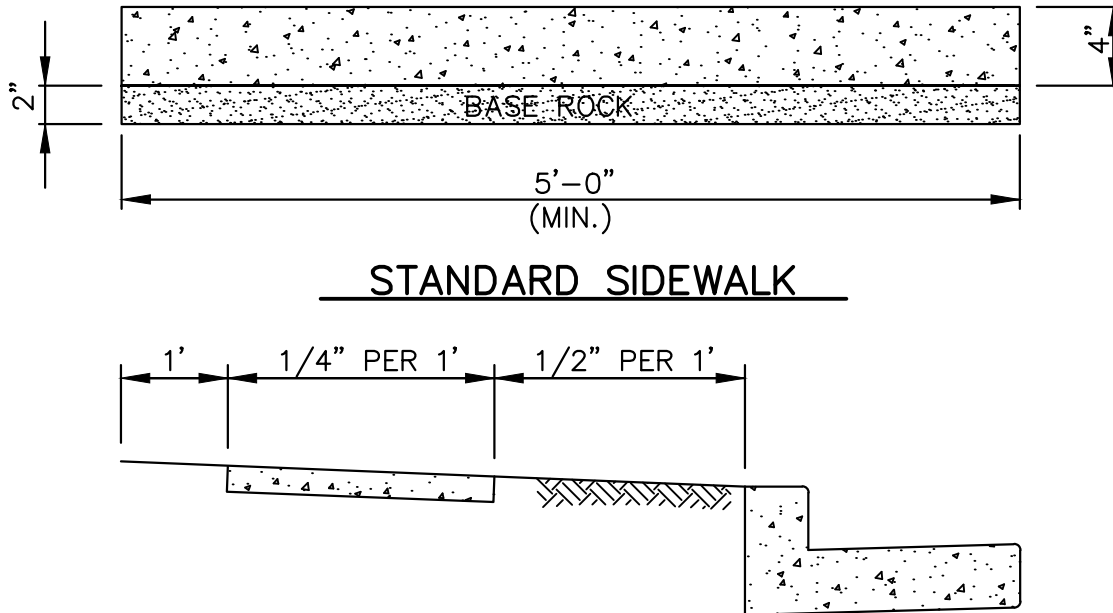
NOTES:

1. IF CURB & GUTTER IS EXISTING PLACE MATERIAL BETWEEN GUTTER & THE NEW GUTTER CROSSING.
2. IF NO CURB & GUTTER EXISTS CONSTRUCTION OF CURB, GUTTER & GUTTER CROSSING SHALL BE MONOLITHIC.
3. PCCP SHALL BE 3500 LB. CONCRETE AT 28 DAY COMPRESSIVE TEST AND REINFORCED WITH EITHER FIBER MESH, OR 6X12 - D6XD6 WELDED WIRE FABRIC. WWF SHALL BE PLACED AT THE MIDPOINT OF THE PCCP THICKNESS.

CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI



NOTES:

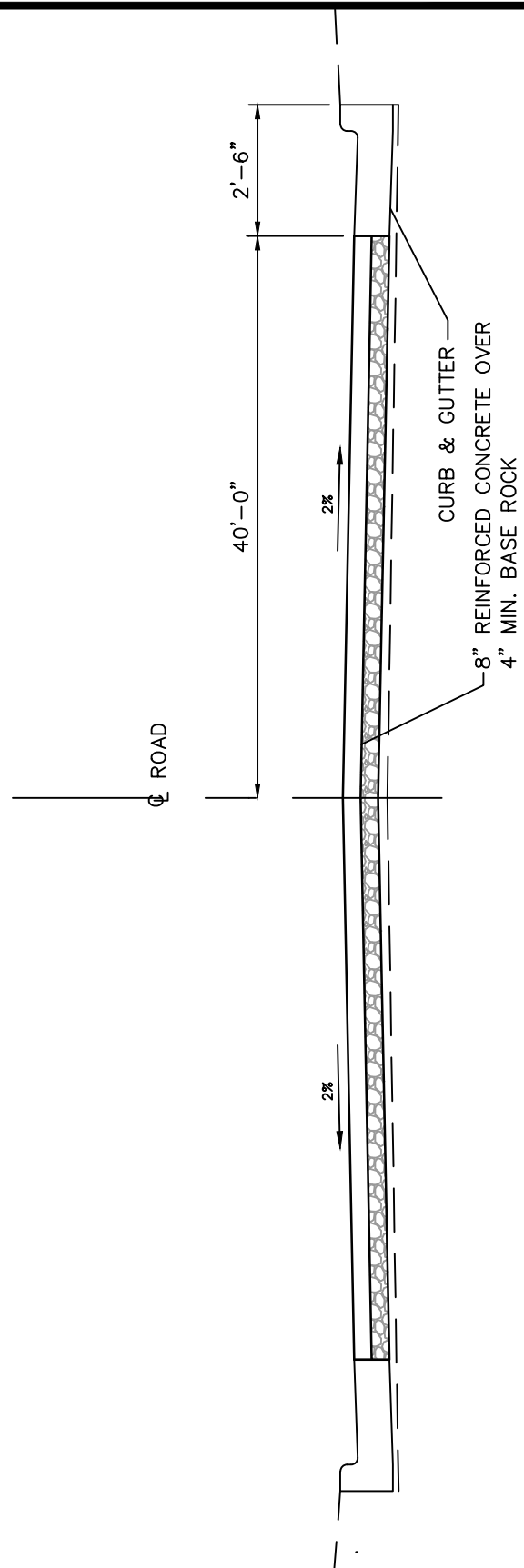
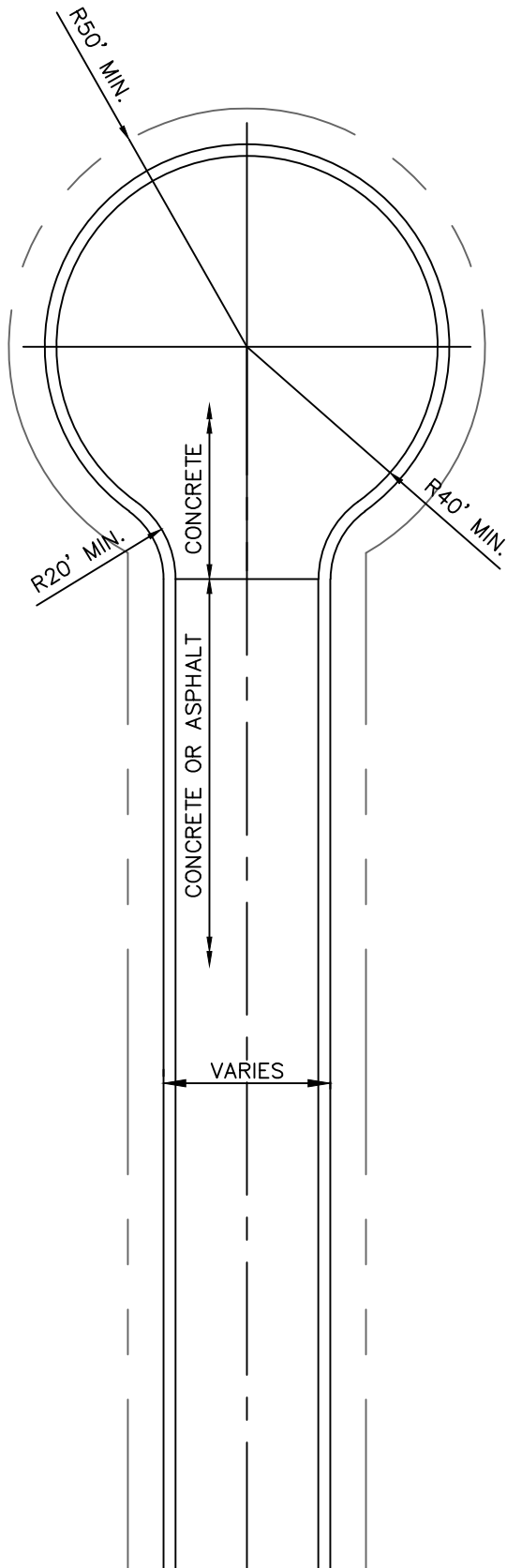
1. TROWLED OR 1/4" WIDE X 1" DEEP SAW JOINTS SHALL BE PLACED AT DISTANCES EQUAL TO THE SIDEWALK WIDTH. INSTALL 1/2" PREFORMED FIBER JOINT EVERY 100', AT MATCH EXISTING LOCATIONS, BETWEEN CURB AND SIDEWALK LINES, BUILDINGS, FOUNDATIONS AND INTERSECTING SIDEWALKS.
2. USE 3500 LB. CONCRETE AT 28 DAY COMPRESSIVE TEST WITH FIBER MESH REINFORCING.
3. ALL SIDEWALKS SHALL FOLLOW CURRENT ADA GUIDELINES.

SIDEWALK DETAILS

CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI



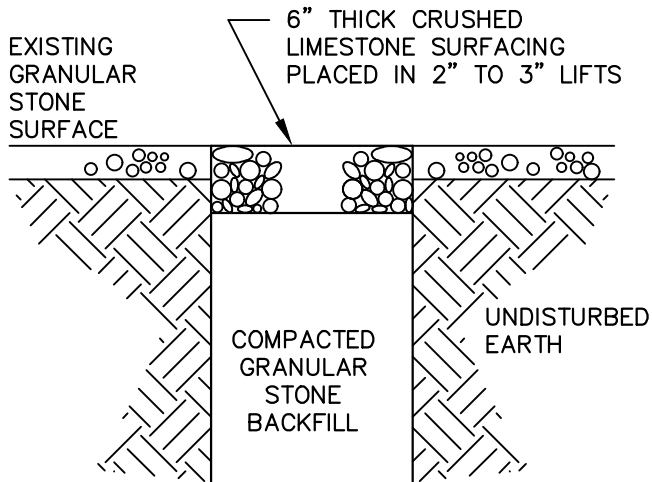
CUL-DE-SAC DETAILS

CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI

STANDARD DETAILS
FOR
STORM SEWER SYSTEMS
(SECTION SW)



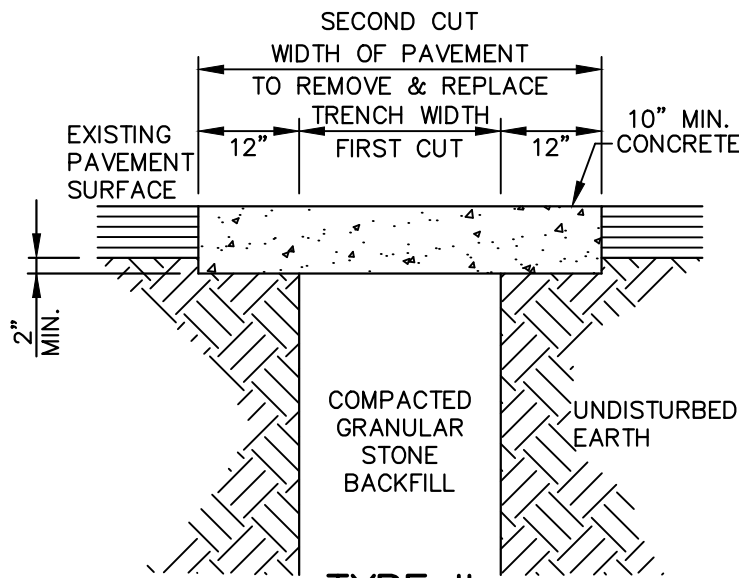
TYPE I CRUSHED STONE SURFACING

NOTES:

PAVEMENT SHALL BE REMOVED AT THE TRENCH WIDTH AFTER THE FIRST CUT WITHOUT DAMAGE TO ADJACENT PAVEMENT.

AFTER TRENCH IS PROPERLY BACKFILLED, PAVEMENT SHALL BE CUT AND REMOVED AN ADDITIONAL 12" ON EACH SIDE OF THE FIRST SAW CUT, AS SHOWN. THE SECOND CUT SHALL BE SAWN TO FULL DEPTH OF THE EXISTING SURFACE.

ALL EXISTING PAVEMENT SHALL BE REPLACED WITH A MINIMUM OF 10" OF CONCRETE. SPECIAL REQUEST FOR USE OF ASPHALT SHALL BE SUBMITTED IN WRITING TO THE CITY. IF APPROVED THE CITY SHALL ISSUE A WRITTEN APPROVAL.



TYPE II CONCRETE SURFACING

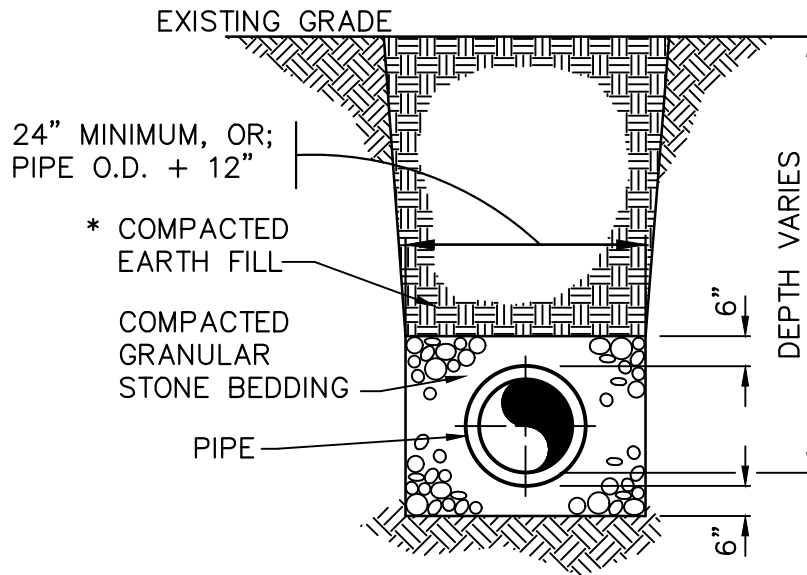
PAVEMENT REPAIR DETAIL

N.T.S.

CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI



STORM SEWER TRENCH & BEDDING DETAIL

N.T.S.

* NOTE: TRENCH SHALL BE BACKFILLED FULL DEPTH WITH COMPACTED GRANULAR STONE BEDDING AT ALL ROADWAY CROSSINGS.

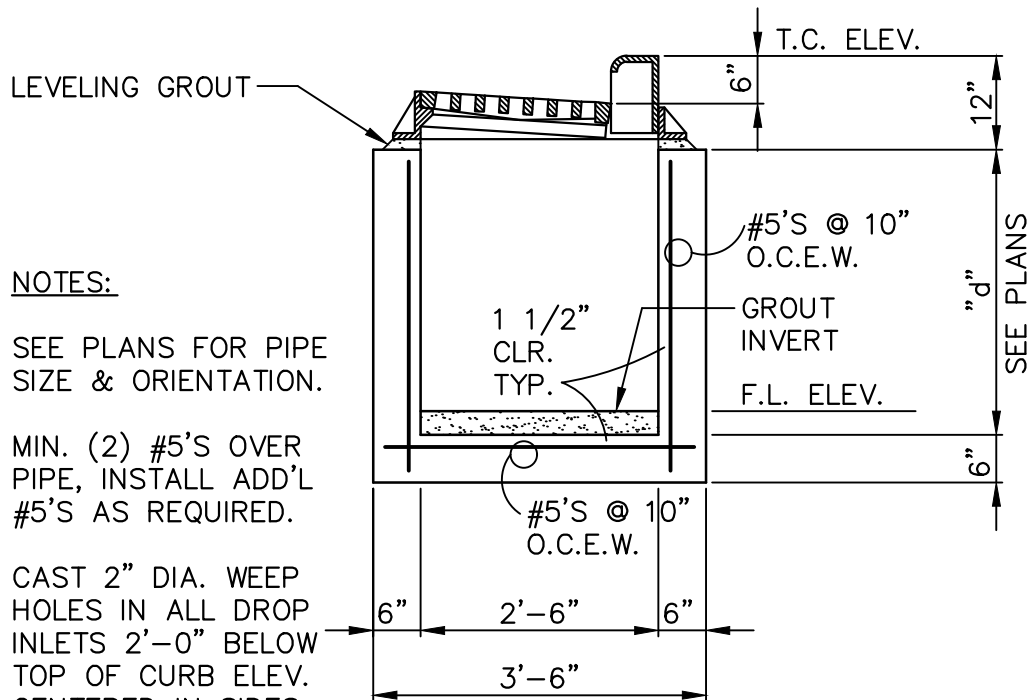
CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI

NEENAH R-3246-A CURB INLET
FRAME, GRATE, & CURB BOX
OR APPROVED EQUAL. _____

SINGLE DROP INLET PLAN



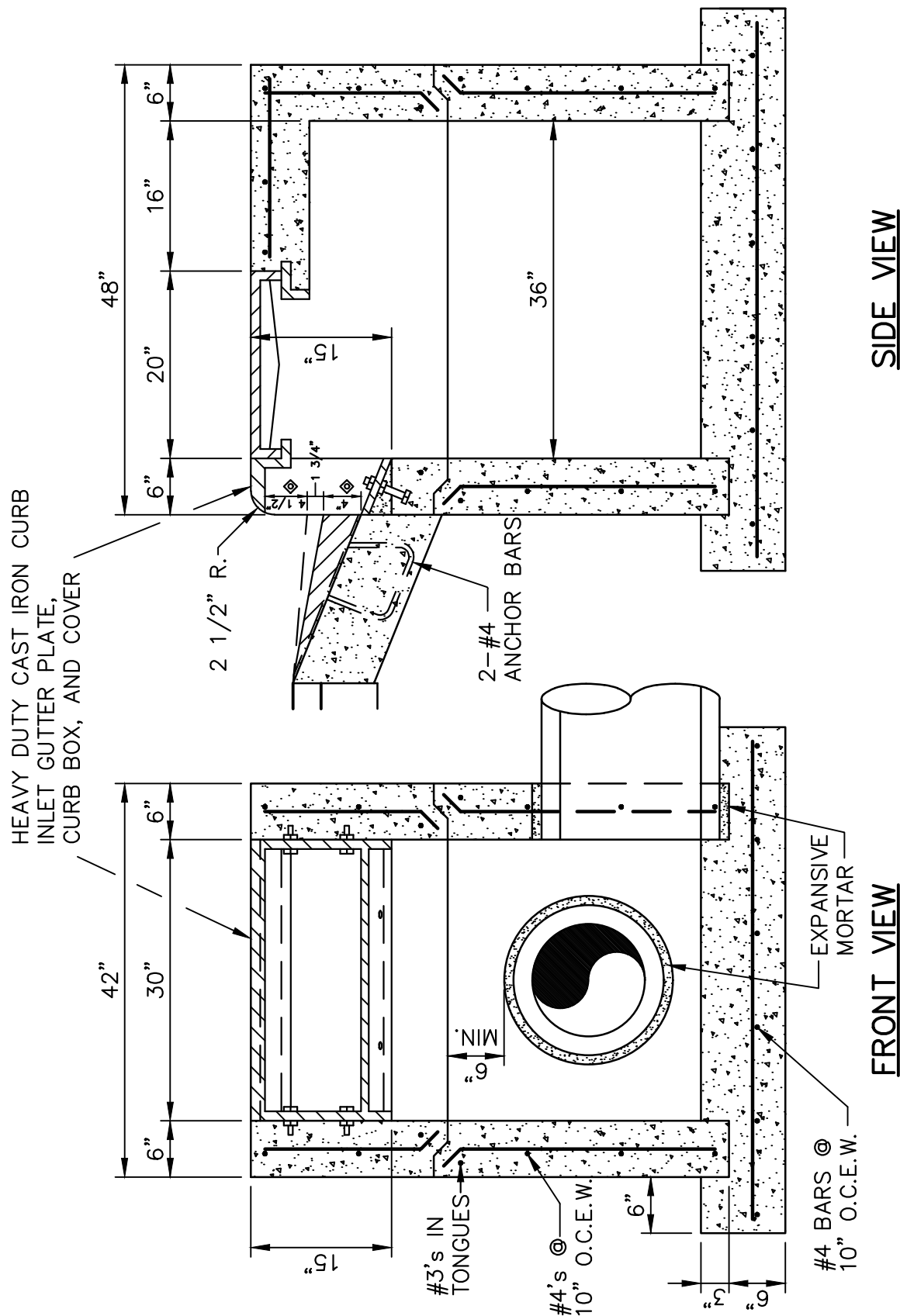
DROP INLET – TYPICAL SECTION

CITY OF NEOSHO, MISSOURI



ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI

ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI



TYPE "B" SINGLE CURB INLET DETAIL

N.T.S.

ALLGEIER, MARTIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
JOPLIN, MISSOURI

REQUESTED COUNCIL MEETING DATE: December 6, 2022**ITEM:** Amendment to the Electric Service Agreement with Liberty Utilities

ORIGINATING DEPARTMENT: Public Works Department**ATTACHMENT:**

1. Amendment to the Liberty Utilities Agreement
 2. SA22 Neosho WO981373 WO981400
-

PURPOSE:

To seek Council approval of the amendment of the contract with Liberty Utilities.

BACKGROUND:

This amendment is for the replacement of five non-working lights and them being replaced with LED lights. These amendments will come with a decrease in usage charges per month.

1. E Grand and Washington	WO #980147	monthly increase	\$0.76
2. 615 Highland Pl	WO #979950	monthly decrease	-\$1.79
3. Boyce and High St	WO #979952	monthly decrease	-\$1.79
4. Dogwood and Wornall St	WO #974857	monthly increase	\$0.76
5. 134 S High St	WO #974865	monthly increase	\$0.76
6. 202 White Ave	WO #981373	monthly increase	\$0.76
7. 521 Pearl St	WO #981400	monthly decrease	-\$1.79

Total decrease -\$2.33

RECOMMENDATION:

The City Staff recommends council approve the contract and authorize the mayor to sign the noted amendments.

The Empire District Electric Company

Work Order # **980147**

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **22nd** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	E Grand and S Washington St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	E Grand and S Washington St	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 296.38	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this ____ day of _____
(SEAL)
ATTEST: _____
Clerk of Neosho

By _____
Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	476	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	114
11,000L - 250W	13	16,000L - 150W	210	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 980147	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$296.38	\$55,826.79
	ACCUMULATIVE INVESTMENT CHARGE
	\$620,297.62

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

The Empire District Electric Company

Work Order # **979950**

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **16th** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	615 Highland Pl	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	615 Highland Pl	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 350.76	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 132.29	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$132.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$11.91
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.52
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.79

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this ____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	479	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	110
11,000L - 250W	13	16,000L - 150W	211	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 979950	DATE COMPLETED _____	
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
\$132.29	\$55,734.86	\$619,276.19

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (VICE PRESIDENT)

The Empire District Electric Company

Work Order # **979952**

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **16th** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Boyce and High St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	Boyce and High St	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 350.76	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 132.29	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$132.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$11.91
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.52
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.79

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____
Clerk of Neosho

By _____
Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	479	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	111
11,000L - 250W	13	16,000L - 150W	210	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 979952

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$132.29

\$55,746.76

\$619,408.48

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

The Empire District Electric Company

Work Order # 979964

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **16th** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Dogwood and Wornall St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	Dogwood and Wornall St	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 296.38	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this ____ day of _____
(SEAL)
ATTEST: _____ By _____
Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	478	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	112
11,000L - 250W	13	16,000L - 150W	210	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 979964	DATE COMPLETED _____	
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
\$296.38	\$55,773.44	\$619,704.86

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

The Empire District Electric Company

Work Order # **979966**

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **16th** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	134 S High St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	134 S High St	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 296.38	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this ____ day of _____
 (SEAL)
 ATTEST: _____
 _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	477	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	113
11,000L - 250W	13	16,000L - 150W	210	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 979966	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$296.38	\$55,800.11
	ACCUMULATIVE INVESTMENT CHARGE
	\$620,001.24

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (VICE PRESIDENT)

The Empire District Electric Company

Work Order # **981373**

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **29th** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	202 WHITE AVE	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	202 WHITE AVE	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$	296.38

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at X this X day of X
 (SEAL) X
 ATTEST: X
X Clerk of Neosho By X Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	475	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	115
11,000L - 250W	13	16,000L - 150W	210	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 981373

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$296.38

\$55,853.46

\$620,594.00

The Empire District Electric Company

Company Representative Completing Contract: Brad Lett

Executed at Joplin, Mo this _____ day of _____

By _____ Page 179 of 189

Request for Change in Street Lighting Service

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **29th** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

The CITY agrees that the AGREEMENT shall be amended as follows:

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

WO# 981400

DATE COMPLETED

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$132.29

\$55.865.37

\$620.726.29

The Empire District Electric Company

Company Representative Completing Contract: Brad Lett

Executed at Joplin, Mo this day of

By _____ Page 180 of 189

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Broadband Task Force

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Irrevocable Consent for Lot 14 on Pella Lane Southgate Estates

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

- 1. IRREVOCABLE CONSENT TO ANNEXATION**
 - 2. Feustel Deed**
-

PURPOSE:

The purpose of this item is to seek council's approval of an Irrevocable Consent on Pella Lane in consideration for connection to city water and sewer services.

BACKGROUND:

This property was sold by the city earlier this year. The new owners are requesting to connect to city water and sewer services so that they may build on the property. An Irrevocable Consent has been signed by the owners and notarized. There is no cost to the city.

RECOMMENDATION:

It is the recommendation of staff that the council accept the Irrevocable Consent on Pella Lane.

IRREVOCABLE CONSENT TO ANNEXATION AND AGREEMENT RELATING THERETO

This Irrevocable Consent to Annexation and Agreement Relating Thereto is made and entered into this ____ day of _____, 2007.

WITNESSETH:

WHEREAS, Aaron & Kelly Feustel, (hereinafter "Owners") are the record Owners a fee simple interest in the following described real property:

Tract 1:

All of Lot 14 in South Gate Estates in Newton County, Missouri, according to the recorded plat thereof.{

Tract 2:

The non-exclusive rights of ingress and egress over and across a tract of land 50 feet wide, the centerline of which is described as follows: Part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24, Range 32, described as beginning at a point on the East line of said Section 17, said point 1807.21 feet North of the Southeast corner thereof, thence South 89°37'50"West 27.67 feet more or less to the West right of way line of Highway 71, nka Highway 59, the point of beginning of the herein described tract, thence South 89°37'50"West 1309.01 feet to the point of ending.{

AND

The non-exclusive rights of a 50 foot ingress and egress easement for road purposes being 25 feet on each side of the following described centerline: Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, thence South 0°14'43"West 329.19 feet to the point of beginning; thence North 89°37'50"East 1307.70 feet more or less to the West right of way line of U.S. Route 71 (now 59 Hwy) the point of termination.{

WHEREAS, the above-described realty lies outside of the city limits of the City of Neosho, Missouri, (hereinafter the "City"); and

WHEREAS, it is the policy of the City and the Council not to supply water or sewer to realty and persons located outside of the city limits; and

WHEREAS, Owners have asked the City to provide Owners with water and/or sewer service by permitting Owners to connect on to the City's water and/or sewer system; and

WHEREAS, the City, is willing to deviate from the above stated policy, and is willing to allow Owners to connect on to the City's water and/or sewer system if, and only if, Owners will irrevocably agree to consent to any future annexation by the City of the above described realty in the event the City determines such annexation would be in the best interests of the City.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby agrees to permit Owners to connect to the City's water and/or sewer system and Owners hereby irrevocably consent, on behalf of themselves, their successors and assigns, to any future annexation of the above-described realty by the City irrespective of who initiated the annexation process. If in the event the Owner connects to the City's water system at a time when not City sewer service is unavailable, the Owner agrees to connect to City sewer services at the Owner's expense whenever City sewer services come within the footage regulations as defined in the Water and Sewer Extension Plan.

2. The City shall charge, and Owners shall pay, such fees as the City determines necessary, appropriate or reasonable for all water and/or sewer service supplied Owners.

3. At such time the City declares that annexation of hereinbefore described realty is in the best interests of the City; the City shall present the attached Voluntary Petition for Annexation to the Council as provided by Section 71.012 RSMo.

4. Alternatively, in the event the City initiates an annexation proceeding in the court system of this state which ultimately requires voter approval, and in the further event such annexation proceeding involves the above-described realty; Owners, their successors and/or assigns hereby agree to cooperate fully with the City and the Council in the annexation process, and Owners, their successors and/or assigns agree they will in no way object to or do anything which would impede the annexation process.

5. In the event Owners, their successors and/or assigns, or anyone acting by, through to on behalf of any of them, shall fail to cooperate fully with the City and the Council in any future annexation proceeding, irrespective of the form of that proceeding, or should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, then the City may thereafter, without notice, terminate water and/or sewer service to the above-described realty and disconnect said property from the City's water and/or sewer system.

6. This agreement, including the Irrevocable Consent to Annexation contained herein, and the Voluntary Petition for Annexation shall be enforceable by specific performance, at the option of the City, and, if litigation is initiated, the parties agree that venue shall be proper only in the Circuit Court of Newton County, Missouri, and all parties expressly waive any rights to venue inconsistent therewith.

7. This agreement, the Irrevocable Consent to Annexation, and the Voluntary Petition for Annexation contained herein shall remain in full force and effect so long as Owners continue to receive water and/or sewer service from the City and/or are connected to the City's water and/or sewer system.

8. This agreement, the Irrevocable Consent to Annexation contained herein shall be deemed to be a covenant running with the land and shall be binding upon Owners, their heirs, legal representatives, successors and assigns.

OWNER SIGNATURE: _____

DATE: _____

CO-OWNER SIGNATURE: _____

DATE: _____

OWNER NAME (print): _____

CO-OWNER NAME (print): _____

AFFIDAVIT FOR A JOINT OWNERSHIP

(Page 1 of 1)

Property Owner

Property Owner

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this _____ day of _____, 20____, before me personally appeared _____ and _____, 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 _____, the day and year first above written.

Notary Public

My commission expires:

nca

(2)

Recorded in Newton County, Missouri



Recording Date/Time: 06/27/2022 at 03:28:25 PM

Book: 371 Page: 5193

Instr #: 202205236

Type: WD

Pages: 2

Fee: \$27.00 \$ 20220004292



Jennifer A. Childers
Recorder of Deeds

2700

CHK # 39111

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION ONLY

GENERAL WARRANTY DEED

File No. 42078

THIS DEED, made and entered into this 20th day of May, 2022, by and between

GRANTOR: CITY OF NEOSHO, a Missouri municipal corporation
of the county of Newton, State of Missouri party or parties of the first part and

GRANTEES: AARON FEUSTEL and KELLY FEUSTEL, husband and wife

ADDRESS: 12420 Falcon Rd. Neosho, MO 64850
of the county of Newton, State of Missouri, party or parties of the second part.

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

Tract 1:

All of Lot 14 in South Gate Estates in Newton County, Missouri, according to the recorded plat thereof. {

Tract 2:

The non-exclusive rights of ingress and egress over and across a tract of land 50 feet wide, the centerline of which is described as follows: Part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24, Range 32, described as beginning at a point on the East line of said Section 17, said point 1807.21 feet North of the Southeast corner thereof, thence South 89°37'50"West 27.67 feet more or less to the West right of way line of Highway 71, nka Highway 59, the point of beginning of the herein described tract, thence South 89°37'50"West 1309.01 feet to the point of ending. {

AND

The non-exclusive rights of a 50 foot ingress and egress easement for road purposes being 25 feet on each side of the following described centerline: Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, thence South 0°14'43"West 329.19 feet to the point of beginning; thence North 89°37'50"East 1307.70 feet more or less to the West right of way line of U.S. Route 71 (now 59 Hwy) the point of termination. {

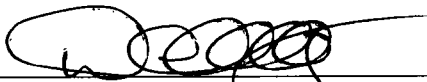
TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same belonging unto the said party or parties of the second part forever.

Newton County, Missouri

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 2021 and thereafter, and special taxes becoming a lien after the date of this deed.

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

City of Neosho, a Missouri municipal corporation



David Kennedy, City Manager

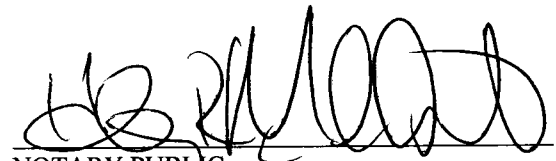
ACKNOWLEDGMENT

STATE OF MISSOURI)
)SS
COUNTY OF NEWTON)

On this 20th day of May, 2022, before me personally appeared David Kennedy, who being by me duly sworn, did say that he is the city manager of the City of Neosho, a Missouri municipal corporation, and that he is duly designated, empowered and authorized to execute the foregoing conveyance and sign his name thereto and that he signed his name for and on behalf of the City of Neosho for the purpose and uses therein described.

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:



NOTARY PUBLIC

Holly R. Mitchell
Notary Public - Notary Seal
State of Missouri
Newton County
My Commission Expires: 12/19/2022
Commission # 14540444

Newton County, Missouri

REQUESTED COUNCIL MEETING DATE: December 6, 2022

ITEM: Naming of Scenic Park Dog Park

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT: None

PURPOSE:

Staff requests naming the new Dog Park that will be located in Scenic Park. This will help make it recognizable to the community and surrounding areas.

BACKGROUND:

The City Of Neosho has been contacted by Faithful Friends regarding the naming of the dog park being at Scenic Park. This organization is contributing to the construction of the park and plans to utilize it for events and training classes hosted by Faithful Friends. Faithful Friends has received a charitable donation that supports their efforts of the dog park. It has been requested by both parties to be allowed to name the park or place a plaque representing Faithful Friends to show support within our community for efforts being made towards animal rescue. This presentation was presented to our Parks Board committee, and they also support the recommendation. The three names requested by the board are Scenic Bark Park, Dogwood Bark Park, and Scenic Dog Park.

RECOMMENDATION:

It is staff's recommendation to approve the proposal as requested.