

NOTICE OF OPEN MEETING

Posted 5:00 p.m., March 28, 2025

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, April 1, 2025 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. March 18, 2025 Open Session Council Minutes
2. Bill No. 2025-18: ROW License Agreement
3. Bill No. 202-19: Purchase of Civic Plus Code Enforcement Software

VISITOR'S BUSINESS

1. Mary Hukill - 307 Barton Place

BIDS

1. 2025 Overlay and Asphalt Milling Project

NEW BUSINESS

1. Bill No. 2025-20: Emery Sapp & Sons Inc. Agreement for 2025 Overlay
2. Bill No. 2025-21: Amending Code Section 210.190 Dangerous Animals
3. Bill No. 2025-22: Amending the Rezoning of Taylor Asset Management Property
4. Bill No. 2025-23: Amending Chapter 500 Buildings and Building Regulations: Site Survey
5. Resolution Bill No. 2025-09: Memorandum of Agreement with Camp Crowder with the Neosho Fire Department
6. Resolution Bill No. 2025-10: Destruction of Records
7. Resolution Bill No. 2025-11: Recodification of City Code
8. City of Neosho GoGov App

REPORT OF CITY OFFICERS

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
March 18, 2025 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Richmond Adams opened with prayer and Mayor Pro Tem Robinson led the pledge of allegiance.

CALL TO ORDER

Mayor Pro Tem Robinson called the meeting to order at 7 p.m.

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

COUNCIL ABSENT:

Richard Davidson was absent.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

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

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilman Cobb made a motion to Approve the Consent Agenda to include the following:

March 4, 2025 Minutes

Bill No. 2025-16

Bill No. 2025-17;

Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

Randi Winchester - Water Park

Randi Winchester lives to the North of the Neosho Golf Course, addressed the council regarding the proposed site of the Neosho Aquatic Center. She is opposed to the location of the Neosho Aquatic Center.

Julie Headrick addressed the city council from the same address and is opposed to this location due to it being in a residential area.

Jill Evey - Water Park

Jill Evey, lives North of the Neosho Golf Course, addressed the city council regarding the Neosho Aquatic Center and her opposition to the location of the water park.

Marlene Shaner - Water Park

Marlene Shaner, lives North of the Neosho Golf Course, addressed the city council regarding her opposition to the location of the Neosho Aquatic Center.

PROCLAMATION

Proclamation for CGFM

Mayor Pro Tem Robinson presented Finance Director Forest with a proclamation proclaiming the month of March as CGFM month.

BIDS

CID Improvements

Public Works Director addressed the city council stating that this is an intergovernmental project with the Big Spring CID for Lusk Drive improvements. The City of Neosho accepted bids for sidewalk improvements along Lusk Drive within the CID district. This project will include a sidewalk with ADA ramps and a crosswalk to help facilitate foot traffic between the two strip malls on Lusk Dr. The bids were sent to area vendors, and we received 3 back for review.

Marion Group total bid: \$11,390.00

Branco total bid: \$13,000.00

Goins Enterprises total bid: 36,142.00

Councilman Collinsworth made a motion to approve the bid from Marion Company, LLC in the amount of \$11,390.00; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

March 18, 2025 Council Minutes

2025 Street Maintenance Materials

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the 2025 street maintenance materials purchase. Over the past 11 years, we have been using the same crack-sealing material that MODOT uses. Crafcro RoadSaver 515. This material has proven very effective. Sasco Pavement Coatings is the only authorized dealer for this brand of material in our area. The quote provided by Sasco is the same price used in the MoDOT Co-Op State bid contract #60518CO0093. The bid price was \$0.87 per lb. We have requested 22,500 lbs, which brings the total with truck shipping to \$20,775.00. We currently have \$69,332.94 in the Street Maintenance Materials budget line.

Councilwoman Thomas made a motion to Approve the bid from Sasco in the amount of \$20,775.00; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2025-18: ROW License Agreement

AN ORDINANCE of the City of Neosho, Missouri, authorizing a License Agreement by and between the City of Neosho and Neosho Rotary Club, a/k/a Rotary Club of Neosho, a Missouri Non-Profit Corporation, for the purpose of granting use of certain City rights of way for the Rotary Flag Service Program; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2025-18 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2025-18; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the city council regarding this right of way agreement with the Neosho Rotary for flag placement in local businesses and homeowners for the placement of flags during special holidays, such as Flag Day, July 4th, Memorial Weekend, Veteran's Day and Labor Day.

Jeff Werneke addressed the city council and presented them with the fliers for the flag program.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 202-19: Purchase of Civic Plus Code Enforcement Software

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with CivicPlus, LLC, a Kansas Limited Liability Company, for the purpose of setup and an annual software subscription for Community Development Code Enforcement application program for the not to exceed price of Six

March 18, 2025 Council Minutes

Thousand Six Hundred Seventy-Four and 74/100 Dollars (\$6,674.31) and an annual subscription of Four Thousand Five Hundred and 00/100 (\$4,500.00) thereafter; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2025-19 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Bill No. 2025-19; Councilman Workman seconded.

Police Chief Baird addressed the city council stating that the purpose of this item is to seek approval for the purchase of civic plus code enforcement software for the police department. During the last council meeting, council gave staff direction to bring back a contract.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-06: Destruction of Records

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, NOTIFYING THE COUNCIL OF THE DESTRUCTION OF CITY RECORDS.

City Attorney Snyder read Resolution Bill No. 2025-06 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Resolution Bill No. 2025-07; Councilman Workman seconded.

City Clerk Wright addressed the city council stating that the records listed in this resolution have met the state records retention schedule and are ready for destruction.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-07: Big Spring CID Project

A RESOLUTION of the Big Spring Plaza Community Improvement District approving an Intergovernmental Development Agreement with the City of Neosho for sidewalk improvements within the District.

City Attorney Snyder read Resolution Bill No. 2025-07 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Resolution Bill No. 2025-07; Councilman Workman seconded.

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the contract with the Big Spring CID Board and the City of Neosho. The CID board approved

March 18, 2025 Council Minutes

improvements along Lusk Drive to improve sidewalks to allow pedestrian travel between shopping centers while safely being able to cross Lusk Drive. The location of the improvements is within the CID district. However, it is city-owned. Therefore, an agreement must be approved between the two entities. The project will be paid for by the CID district in the amount of \$11,390.00 as a reimbursement to the City of Neosho once completed

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-08: Marion Company, LLC contract

A RESOLUTION of the City of Neosho, Missouri, approving an agreement with Marion Company, LLC, a Missouri Limited Liability Company, for the purpose of providing construction services for the construction of sidewalk improvements along portions of Lusk Drive for the not to exceed price of Eleven Thousand Three Hundred Ninety & 00/100 Dollars (\$11,390.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Resolution Bill No. 2025-08 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2025-08; Councilman Workman seconded.

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for a contract with Marion Company LLC for Lusk Drive improvements. The City of Neosho sought bids for sidewalk improvements along Lusk Drive within the CID district. These improvements will be paid for by the CID once the work has been completed. This resolution approves the agreement with Marion Company, LLC to perform the work.

Roll call vote:

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

No: None

Abstain: None

Passed.

Neosho Area Chamber of Commerce Presentation to City Council, Aquatic Center/Golf Facilities

Lauri Lyerla, along with the Committee for Proposition A, presented to the Neosho City Council for the Neosho Aquatic Center and how this will help the community move forward and grow. If Proposition A passes, then a new aquatic center, eight pickleball courts, all-inclusive playground and renovations to the golf course will be able to be funded through this tax.

Kyle with Waters Edge, architecture firm, addressed the city council on the survey and the conceptual design for this area. There are no plans set in stone yet, this is only the conceptual for this timeframe of the project.

March 18, 2025 Council Minutes

Supplemental Actuarial Valuation of Alternate LAGERS Benefits

Human Resources Director Muhic addressed the city council stating that the City of Neosho has received cost information for a possible change in retirement benefits for its employees under the Missouri Local Government Employees Retirement System. Section 105.675 RSMo. provides that (a) when a political subdivision is making a substantial proposed change in benefits, a prepared statement regarding the cost of such change shall be prepared in accordance with Section 105.665 RSMo.; (b) the statement of cost shall be made available as public information for at least 45 calendar days before taking final action to adopt the change in benefits; and (c) the statement of cost shall be filed in the office of the clerk, secretary or other individual responsible for keeping the official records, and with the joint committee on public employee retirement In accordance with Section 105.675 Revised Statutes of Missouri. In compliance with section 105.675 RSMo, said cost information shall be made available for public inspection for at least 45 calendar days from today prior to adoption of the benefit change. Interested parties may view a copy of this cost information at www.neoshomo.gov and or/by contacting City Hall at 203 E. Main Street in Neosho, MO 64850.

Irrevocable Consent to Annexation 13730 Pella Lane

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for 13730 Pella Lane irrevocable consent to annexation for city services to city utilities. If the land becomes contiguous, then these properties would be annexed into the city.

Councilman Collinsworth made a motion to Approve the Irrevocable Consent for 13730 Pella Lane; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Irrevocable Consent to Annexation 13769 Pella Lane

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for 13769 Pella Lane irrevocable consent to annexation for city services to city utilities. If the land becomes contiguous, then these properties would be annexed into the city.

Councilman Cobb made a motion to Approve the irrevocable consent for 13769 Pella Lane; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Irrevocable Consent to Annexation 13779 Pella Lane

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for 13779 Pella Lane irrevocable consent to annexation for city services to city utilities. If the land becomes contiguous, then these properties would be annexed into the city.

March 18, 2025 Council Minutes

Councilman Collinsworth made a motion to Approve the irrevocable consent for 13779 Pella Lane; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Irrevocable Consent to Annexation South Gate Estates Lot 7 Pella Lane

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for South Gate Estates Lot 7 Pella Lane irrevocable consent to annexation for city services to city utilities. If the land becomes contiguous, then these properties would be annexed into the city.

Councilman Cobb made a motion to Approve the Irrevocable Consent for South Gate Estates Lot 7 Pella Lane; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Irrevocable Consent to Annexation South Gate Estates Lot 15 Pella Lane.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for South Gate Estates Lot 15 Pella Lane irrevocable consent to annexation for city services to city utilities. If the land becomes contiguous, then these properties would be annexed into the city.

Councilman Collinsworth made a motion to Approve the irrevocable consent for South Gate Estates Lot 15 Pella Lane; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Irrevocable Consent to Annexation for 12866 Kalmia Drive

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for 12866 Kalmie Drive irrevocable consent to annexation for city services to city utilities. If the land becomes contiguous, then these properties would be annexed into the city.

Councilman Collinsworth made a motion to Approve the irrevocable consent for 12866 Kalmia Drive; Councilman Workman seconded.

Roll call vote:

March 18, 2025 Council Minutes

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman
No: None
Abstain: None
Passed.

REPORT OF CITY OFFICERS

February Financial Reports

Finance Director Forest presented the February Financials to the city council.

APPOINTMENTS AND VACANCIES

Golf Course Board

- 1. Request for Appointment for Stacey Phillips***
- 2. Request for Appointment for Todd Phillips***

Councilman Cobb made a motion to appoint Stacey Phillips and Todd Phillips to the Golf Course Board; Councilman Workman seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman
No: None
Abstain: None
Passed.

CLOSED SESSION

Mayor Pro Tempore Robinson asked for a motion to go into closed session under Section 610.021(1).

Councilman Cobb made a motion to go into closed session under Section 610.021 (1); Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman
No: None
Abstain: None
Passed.

Mayor Pro Tempore Robinson closed open session at 8:16 p.m.

Mayor Pro Tempore Robinson reconvened the meeting at 8:37 p.m. and announced that one vote was taken.

ADJOURN

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

March 18, 2025 Council Minutes

Councilwoman Thomas made a motion to adjourn; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Pro Tempore Robinson adjourned the March 18, 2025 Council Meeting at 8:38 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: March 18, 2025

ITEM: Bill No. 2025-18: ROW License Agreement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2025-18 Authorizing license agreement with Rotary for Flag Service Program
 2. CON - Rotary ROW License agreement RE Flag Service Program-revised
-

PURPOSE:

Approve a right of way (ROW) license agreement with the City of Neosho and Neosho Rotary Club a/k/a Rotary Club of Neosho.

BACKGROUND:

The Neosho Rotary Club approached the City of Neosho regarding a new program they wish to develop for Neosho. This is a fund raiser for the rotary club. However, more importantly, it is to bring back an old tradition in our community of placing flags in our community. This program would allow citizens and businesses to sponsor an American Flag to be placed in front of their residents/business for holidays listed in the agreement. The User Agreement being presented authorized the Neosho Rotary Club user rights to City of Neosho's ROW for holders to be placed within the ROW.

RECOMMENDATION:

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

AN ORDINANCE of the City of Neosho, Missouri, authorizing a License Agreement by and between the City of Neosho and Neosho Rotary Club, a/k/a Rotary Club of Neosho, a Missouri Non-Profit Corporation, for the purpose of granting use of certain City rights of way for the Rotary Flag Service Program; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, City of Neosho is the owner of real property and improvements, commonly known as frontage rights of way, within Neosho, Missouri, hereinafter referred to as “ROW”; and

WHEREAS, Neosho Rotary Club desires to be granted a license to access and use the ROW for the purpose of providing a charitable function to raise funds and to support patriotism and foster community ideals.

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

Section 1. That the License Agreement by and between the City of Neosho, Missouri, and Neosho Rotary Club, a/k/a Rotary Club of Neosho, a Missouri Non-Profit Corporation, for the purpose of granting use of certain City rights of way for the Rotary Flag Service Program, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“this Agreement”) is made and entered into this _____ day of March, 2025 (“the Effective Date”), by and between the City of Neosho, Missouri (“City”), and Neosho Rotary Club a/k/a Rotary Club of Neosho (“Licensee”), and with City and Licensee being referred to collectively as “the Parties.”

W I T N E S S E T H:

WHEREAS, City is the owner of real property and improvements, commonly known as frontage rights of way, within Neosho, Missouri, hereinafter referred to as “ROW”; and

WHEREAS, Licensee desires to access and use the ROW for the purpose of providing a charitable function to raise funds and to support patriotism and foster community ideals; and

WHEREAS, City agrees to allow Licensee to access and use the ROW pursuant to the terms and conditions of this Agreement.

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

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

2. License. City grants to Licensee a non-exclusive license to access and use the rights of way along and within the frontage of lots in the City of Neosho, to which the City currently holds an ownership or use of said rights of way (“ROW”) for the purpose of permitting Licensee’s use for its Rotary Flag Service Program. Said Program to include installation and placement of flag pole holders, approximately 18 inches deep within the frontage of a lot, outside of any concrete curb or sidewalk and clear of any private or public utility service line existing in said ROW for participating property owners of the Program. The Licensee is then authorized to place American Flags in the ROW for participating property owners on the following observed holidays: Memorial Day (as observed annually), Flag Day (June 14th), Independence Day (July 4th), Labor Day (as observed annually) and Veterans Day (November 11th).

Flags placed by the Licensee are permitted in the ROW from sunrise to sunset only.

The City, in its sole discretion, may restrict the Licensee’s use of specific locations within certain ROW.

3. License Fee. Intentionally omitted.

4. City's Responsibilities. City agrees to:
- a. Provide access to and use of the ROW for the intended purpose as described above;
 - b. Provide reasonable assistance for assuring proper location of flag holders.
 - c. Subject to City's approval and sole discretion, allow Licensee to advertise and obtain sponsorships and/or participating property owner subscriptions for the Rotary Flag Service Program.

5. Licensee's Responsibilities. Licensee agrees to:
- a. Safely install flag pole holders within the designated ROW area and that none create a hazard for pedestrians;
 - b. Ensure new flag pole holder locations are clear of concrete curbs or sidewalks and clear of any private or public utility service lines;
 - c. Ensure flag placement does not create a safety issue for transportation along streets, roads, avenues and alleys; adhering to such safety requirements, Licensee may utilize existing flag pole holders in sidewalks or install new holders in the same or new location(s) within the sidewalk, with prior City approval and the same to be supervised by the City if deemed necessary in the sole discretion of the City;
 - d. Install flags during sunrise and sunset hours of the five (5) days of use as described above and maintain flags for proper flag etiquette;
 - e. Remove all flags placed prior to sunset;
 - g. Licensee acknowledges and agrees that it has an affirmative duty to inspect the flag pole holders. If Licensee becomes aware of any dangerous condition pertaining to flag pole holder or installed flag, it shall immediately remedy or remove the flag and/or holder from the ROW.

6. Damage or Destruction of the Property. In the event that a flag pole holder, flag pole or flag is destroyed or damaged Licensee shall remove the destroyed or damaged property. Licensee acknowledges and agrees the City is not responsible or liable for any property destroyed or damaged.

7. 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.

8. Assignment. This Agreement, including payment hereunder, shall not be sub-let,

assigned, or otherwise disposed of, except with the prior written consent of City.

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

10. 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.

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

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

13. 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.

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. Hold Harmless and Indemnification. To the fullest extent permitted by law, Licensee agrees to defend with counsel selected by City, and indemnify and hold harmless City, its Council, officers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, related to this Agreement. Licensee shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Licensee agrees that this indemnification requires Licensee to obtain insurance in amounts specified herein.

16. Insurance. Licensee shall during the entire term of this Agreement during the term of said license, keep in full force and effect policies of liability and property damage insurance with respect to the Property, including any businesses operating thereon, as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement.. The policy shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). The insurance shall be in an insurance

company acceptable to City and a copy of the policy or a Certificate of Insurance shall be delivered to City upon execution of this Agreement and annually upon the anniversary of this effective date. If Licensee fails to obtain and maintain said insurance policies, City is entitled to purchase said policies and Licensee shall be liable for reimbursing City for payment of said policies, or at the City's option, the City may terminate this Agreement immediately, without delay.

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

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

Rotary Club of Neosho
Attn: President
P.O. Box 495
Neosho, MO 64850

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

18. 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.

19. Right of Entry. City shall have the right to enter the ROW and maintain full use of the ROW.

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

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

22. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

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

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

CITY OF NEOSHO

Richard Davidson, Mayor

APPROVED AS TO FORM:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

ROTARY CLUB OF NEOSHO

By:_____

Title:_____

REQUESTED COUNCIL MEETING DATE: March 18, 2025

ITEM: Bill No. 202-19: Purchase of Civic Plus Code Enforcement Software

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2025-19 RE K w CivicPlus Community Code Enforcement 2025
 2. Civic Plus invoice
-

PURPOSE:

Purchase Civic Plus Code Enforcement add-on module.

BACKGROUND:

Purchasing Civic Plus Code Enforcement software would replace our current Microsoft Access-based software. The database has become unstable. We are also at a point in time where we cannot connect to the database from our mobile computers safely. The cost of the software is \$6,674.31 with a reoccurring \$4,500.00 per year thereafter.

RECOMMENDATION:

Approve the purchase of the Civic Plus Code Enforcement module and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with CivicPlus, LLC, a Kansas Limited Liability Company, for the purpose of setup and an annual software subscription for Community Development Code Enforcement application program for the not to exceed price of Six Thousand Six Hundred Seventy-Four and 74/100 Dollars (\$6,674.31) and an annual subscription of Four Thousand Five Hundred and 00/100 (\$4,500.00) thereafter; 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 with CivicPlus, LLC, a Kansas Limited Liability Company, for the purpose of for the purpose of setup and an annual software subscription for Community Development Code Enforcement application program for the not to exceed price of Six Thousand Six Hundred Seventy-Four and 74/100 Dollars (\$6,674.31) and an annual subscription of Four Thousand Five Hundred and 00/100 (\$4,500.00) thereafter; 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

**CivicPlus**

302 South 4th St. Suite
500
Manhattan, KS 66502
US

Client:

City of Neosho, MO

Quote #:**Date:****Expires On:**

Statement of Work

Q-91725-1

1/29/2025 11:27 AM

3/30/2025

Bill To:

NEOSHO CITY, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Christopher May		christopher.may@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Community Development Code Enforcement Setup-Premium	Community Development Code Enforcement Setup-Premium	USD 2,000.00
1.00	Community Development Mobile App (Offline Inspections) Setup	Community Development Mobile App (Offline Inspections) Setup	USD 500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Community Development Code Enforcement Annual-Premium	Community Development Code Enforcement Annual-Premium	USD 4,000.00
1.00	Community Development Mobile App (Offline Inspections) Annual	Community Development Mobile App (Offline Inspections) Annual	USD 500.00
List Price - Initial Term Total			USD 8,638.13

Total Investment - Prorated Year 1	USD 6,674.31
Annual Recurring Services (Subject to Uplift)	USD 4,500.00

Total Days of Quote:338

Initial Term	Beginning at signing and ending 1/1/2026, Renewal Term 1/2 each calendar year
--------------	--

Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.
-------------------------------	--

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current CivicGov billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-91725-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: 2025 Overlay and Asphalt Milling Project

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bids Recieved 2025 Overlay
 2. City of Neosho 2025 Overlay Bid Addendum 1
-

PURPOSE:

Request council's approval of bids for road surface improvements by an asphalt overlay.

BACKGROUND:

This project is for the resurfacing of approximately 4.1 miles of City streets, alleys, and 1 new cemetery road with asphalt.

We sent out three bid packets and received three bids.

Emery Sapp & Sons: Streets and Alley Overlay and milling: \$487,102.5, Cemetery Overlay: \$12,218.75, Mobilization \$.5,500. Total bid \$504,821.25

Blevins Asphalt: Streets and Alley Overlay and milling: \$491,595.00, Cemetery Overlay: \$11,750.00, Mobilization \$.15,000.00. Total bid \$518,345.00

APAC Central, Streets and Alley Overlay and milling: \$547,017.80, Cemetery Overlay: \$14,231.25, Mobilization \$4,200.00. Total bid \$565,449.05

RECOMMENDATION:

City Staff recommends approving the bid from Emery Sapp & Sons for the total bid amount of \$504,821.25

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay	3,904 Tons	Unit Price \$ <u>87.75</u>	Total Cost \$ <u>342,676.00</u>
Streets Transition Milling	225 Linear ft	Unit Price \$ <u>9.50</u>	Total Cost \$ <u>2,137.50</u>
Full Mill	37,500 sy	Unit Price \$ <u>2.50</u>	Total Cost \$ <u>93,750.00</u>

Streets Total Cost \$ 438,463.50

Alley Overlay	523 Tons	Unit Price \$ <u>93.00</u>	Total Cost \$ <u>48,639.00</u>
---------------	-----------------	----------------------------	--------------------------------

Alleys Total Cost \$ 48,639.00

Cemetery Overlay	125 Tons	Unit Price \$ <u>97.75</u>	Total Cost \$ <u>12,218.75</u>
------------------	-----------------	----------------------------	--------------------------------

Cemetery Total Cost \$ 12,218.75

Mobilization for all total Cost \$ 5,500.00

Total for all \$ 504,821.25

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

COMPANY: Emery Sapp & Sons, Inc.

BY: Jesse Wallen 

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Emery Sapp & Sons, Inc.
2301 I-70 Drive NW
Columbia, MO 65202

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

City of Neosho
203 East Main Street
Neosho, MO 64850

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

2025 Asphalt Overlay & Milling Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

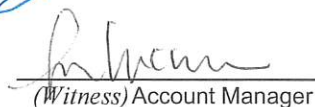
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March, 2025


(Witness)


(Witness) Account Manager

Emery Sapp & Sons, Inc.

(Principal)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Title) Allison Madrid, Attorney-in-Fact

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213020-973699

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Crystal York; Louis A. Landwehr; Misty Leonard; Shannon Burgess

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number: 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID FORM

Description: (To be completed by bidding party)

Street Overlays, milling, Alley overlay, Cemetery Overlay.

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

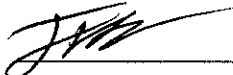
F.O.B. Neosho, MO

Projected Start Date: May 1st, 2026

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

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

COMPANY: Emery Sapp & Sons, Inc.

SIGNED BY:  Jesse Wallen

ADDRESS: 7389 E. Newman Rd. Joplin, Mo. 64801

EMAIL: Jesse.Wallen@emerysapp.com

PHONE: (816) 645-2211

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Jasper)

Now this 25 day of March, 2026 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

Emery Gupp & Sons, Inc. (name of Corporation, LLC, sole proprietorship, or partnership)

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

Emery Gupp & Sons, Inc. (Name of business entity, same as above)

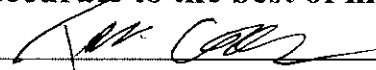
4. I state and affirm that Emery Gupp & Sons, Inc. is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department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

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

6. Further, Emery SAPP & Sons, 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.

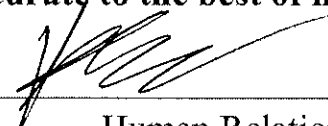
**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



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

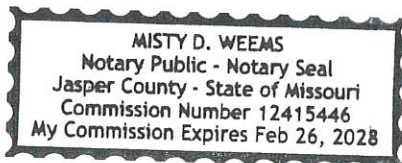

(Signature)

On this 25th day of MARCH in the year 2025, before me, MISTY D. WEEMS
a Notary Public in and for said State, personally appeared TYSON COLLINS, 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 02/26/2028



BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay **3,904** Tons Unit Price \$ 83.75 Total Cost \$ 326,960.00

Streets Transition Milling 225 Linear ft Unit Price \$ 7.60 Total Cost \$ 1,710.00

Full Mill 37,500 sy Unit Price \$ 2.95 Total Cost \$ 110,625.00

Streets Total Cost \$ 439,295.00

Alley Overlay **523** Tons Unit Price \$ 100.00 Total Cost \$ 52,300.00

Alleys Total Cost \$ 52,300.00

Cemetery Overlay **125** Tons Unit Price \$ 94.00 Total Cost \$ 11,750.00

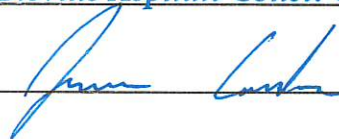
Cemetery Total Cost \$ 11,750.00

Mobilization for all total Cost \$ 15,000.00

Total for all \$ \$518,345.00

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

COMPANY: Blevins Asphalt Const. Co., Inc.

BY:  VP

BID FORM

Description: (To be completed by bidding party)

--Mill required areas.

--Apply SS-1 tack coat

--Furnish and place either a 1.5" or 2" asphalt overlay

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

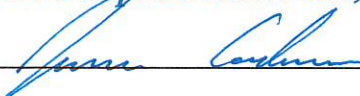
F.O.B. Neosho, MO

Projected Start Date: June 1st, 2025

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

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

COMPANY: Blevins Asphalt Const. Co., Inc.

SIGNED BY: 

ADDRESS: PO Box 230, Mt. Vernon, MO 65712

EMAIL: jcordova@blevinsasphalt.com

PHONE: (417) 466-3758

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Greene)

Now this 26th day of March, 2025, 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

Blevins Asphalt Const. Co., Inc. (name of Corporation, LLC, sole
proprietorship, or partnership)

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

Blevins Asphalt Const. Co., Inc.. (Name of business entity, same as above)

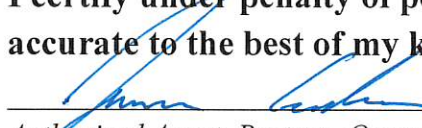
4. I state and affirm that Blevins Asphalt Const. Co., Inc. is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department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

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

6. Further, Blevins Asphalt Const. Co., 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.**



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*

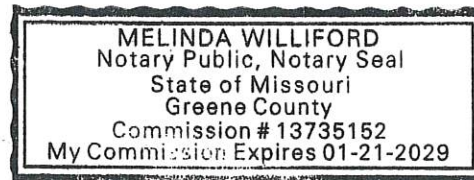
FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 26th day of March in the year 20 25, before me, Melinda Williford
a Notary Public in and for said State, personally appeared Jeran Cordova, 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.

Melinda Williford
Notary Public



My Commission Expires

January 21, 2029

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay **3,904** Tons Unit Price \$ 99.40 Total Cost \$ 388,057.60

Streets Transition Milling 225 Linear ft Unit Price \$ 9.75 Total Cost \$ 2,193.75

Full Mill 37,500 sy Unit Price \$ 2.70 Total Cost \$ 101,250.00

Streets Total Cost \$ 491,501.35

Alley Overlay **523** Tons Unit Price \$ 106.15 Total Cost \$ 55,516.45

Alleys Total Cost \$ 55,516.45

Cemetery Overlay **125** Tons Unit Price \$ 113.85 Total Cost \$ 14,231.25

Cemetery Total Cost \$ 14,231.25

Mobilization for all total Cost \$ 4,200.00

Total for all \$ 565,449.05

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

COMPANY: APAC CENTRAL, INC.

BY: 

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Greene)

Now this 26th day of March, 2025, 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

APAC-Central, Inc. (name of Corporation, LLC, sole
proprietorship, or partnership)

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

APAC-Central, Inc. (Name of business entity, same as above)

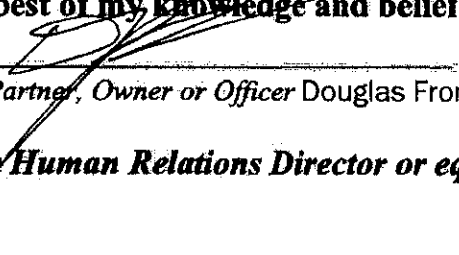
4. I state and affirm that APAC-Central, Inc. is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland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

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

6. Further, APAC-Central, 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.**



Authorized Agent, Partner, Owner or Officer Douglas Fronick

***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



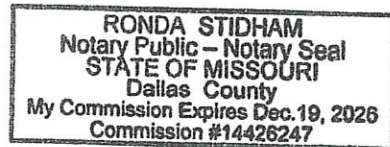
Douglas Fronick (Signature) Estimating Manager

On this 26th day of March in the year 2025, before me, Ronda Stidham
a Notary Public in and for said State, personally appeared Douglas Fronick, 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 12/19/26



City of Neosho

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

ADDENDUM TO BID DOCUMENTS

AS OF MARCH 21ST, 2025, THE FOLLOWING CHANGE HAS BEEN MADE IN THE BID FORM

- 1. Streets overlay asphalt quantities.**
- 2. Alley overlay asphalt quantities.**
- 3. Cemetery Overlay asphalt quantities.**

A handwritten signature in black ink, appearing to read "Nate Siler", is written over a horizontal line.

Nate Siler, Director of Public Works

The City of Neosho, Missouri will accept sealed bids until **Wednesday, March 26th, 2025, at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.
The bid will be for the following:

Project: 2025 Asphalt Overlay and Milling Project

Please label the envelope: 2025 Asphalt Overlay and Milling Project

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

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

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

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

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

1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.
3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.

4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.
6. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

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

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

Thank you,
Nate Siler Public Works Director

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS AND DEFINED TERMS:

- A) Prospective bidders are instructed to read and become very familiar with the current edition of the City of Neosho General Conditions and Technical Specifications and all revisions, these Instructions to Bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.
- B) Terms used in these Instructions to Bidders which are defined in the General Conditions and Technical Specifications have the meanings assigned to them in the General Conditions. The term “Successful Bidder” means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on evaluation as hereinafter provided) makes

an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued before receipt of Bids).

- C) Other terms used in the Bidding Documents and not defined elsewhere have the following meanings that apply to both the singular and plural thereof:
- D) Responsive Bidder: Any person, firm, or corporation submitting a Bid for the work contemplated whose Bid Form is complete and regular, free of exclusions or special conditions, and has no alternative Bids for any item unless requested in the Technical Specifications.
- E) Responsible Bidder: Any person, firm, or corporation submitting a Bid for the work who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.
- F) **Additional Purchases by Other Public Agencies:**
The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance form. Prices bid shall remain in full force for 90 days from the date of award.

2. COPIES OF BIDDING DOCUMENTS:

- A) All copies of bidding documents are provided herein.

3. QUALIFICATIONS OF BIDDERS:

- A) The successful bidder will be required to have completed ten (10) hours of OSHA safety training before performing any work.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- A) It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.
- A) Information and data reflected in the Contract Documents concerning underground facilities at or contiguous to the site is based upon information and data furnished to the City by owners of such underground facilities or others. The City assumes NO responsibility for the accuracy or completeness thereof unless it expressly provided otherwise in the Special Provisions.
- C) Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.
- D) Before submitting a bid each Bidder will be responsible for making or obtaining such explorations, tests, and data concerning physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. If the bidder elects to make explorations in public street rights-of-way excavation permission must be obtained from the Street Superintendent, a Division of the Public Works Departments.
- E) Each bidder, upon request in advance, will be provided access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- F) The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not shown on the plans are to be provided by the Contractor. Any related expense will be the responsibility of the Contractor.

- G) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions to performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA:

- A) Any questions pertaining to these Contract Documents, plans or specifications for this project, contact the Public Works Director #: 417-451-8071.
B) The City reserves the right to reject any or all proposals and to waive technicalities.

6. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- A) The names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal shall be furnished with the proposal. If no subcontractors are expected to be used, a statement to the effect must accompany the bid. After the bid opening, the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the City and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.
- B) The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City in accordance with the General Conditions and Technical Specifications. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.
- C) No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract and all transactions will be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.
- D) If approval is given for subletting work, the Contractor shall perform with his own organization work amounting to not less than fifty (50) percent of the total contract cost. The percentage of work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc... The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.
- E) No subcontractor may further subcontract any of his work.

7. BID FORM:

- A) The Bid form is included with the Bidding Documents; additional copies may be obtained from Public Works Department.
- B) All blanks on the Bid form must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- C) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- E) The address and telephone number for communications regarding the bid must be shown. All names must be typed or printed below the signature.

- F) The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8. SUBMISSION OF BIDS:

- A) Bids shall be submitted at the time and place indicated in the Notice to Contractors and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.
- B) Prospective Bidders are furnished one (1) bound copy of the Bidding Documents with one (1) unbound copy of the Bid Form. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security, and other required data or documents.
- C) A bid bond secured by an approved surety or sureties must be submitted for no less than five percent of the amount of the bid.

9. OPENING OF BIDS:

- A) Bids will be opened, and the total amount of the bid read aloud publicly. Bids will be made available to bidders after the opening of Bids.
- B) A Bid Award will NOT be made at the Bid Opening. A final award may only be authorized by the Neosho City Council.

10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

- A) All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

11. AWARD OF CONTRACT:

- A) The City reserves the right to reject any, and all Bids, to waive any, and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder it believes would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies between the indicated sums of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B) In evaluating Bids, the City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or Prior to the Notice of Award.
- C) In addition, the City may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, or other persons or organizations must be submitted as provided in the Supplementary Conditions. The City may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- D) The City may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- E) If contract for this project is to be awarded, it will be awarded on the basis of the Bid(s) with the lowest total bid, from the lowest responsive, responsible, qualified Bidder whose evaluation indicates to the City that the award will be in the best interests of the Project and the City. The City will not accept tied Bids.

- F) If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

Scope of Work Quantities

	<u>Street Name</u>	<u>Length</u>	<u>Width</u>	<u>Total</u>	<u>Depth</u>	<u>Total ton</u>	<u>Map #</u>
**	Stratford St	1,600'	22'	35,200	1.5"	326	1
**	Kentland Dr	1,515'	22'	33,330	1.5"	308.61	1
**	Southeast Blvd	1555'	27'	41,985	1.5"	388.75	1
**	Flower Box Ln	1,420'	27'	38,340	1.5"	355.00	1
**	Melody Ln	1,495'	27'	40,365	1.5"	373.75	1
**	Shartel Dr	1,210'	22'	26,620	1.5"	246.48	1
**	Delaware St	1,130'	19'	21,470	1.5"	198.80	2
**	Joplin St	1,130'	19'	21,470	1.5"	198.80	2
**	Pearl St	1,130'	20'	22,600	1.5"	209.26	2
**	Cherry St	1,130'	19'	21,470	1.5"	198.80	2
**	Jackson Ave	605'	19'	11,495	1.5"	106.44	2
**	Wilson Ave	882'	18'	15,876	1.5"	147.00	2
	Fain	455'	17'	7,735	1.5"	72.00	5
	Fransis St	2,090'	30'	62,700	2.0"	774.07	3
	Freeman Alley	1,200'	12'	14,400	2.0"	177.70	2
	Harrel Alley	1,200'	9'	10,800	2.0"	133.32	2
	Wilson Alley	737'	9'	6,633	2.0"	81.89	2
	Delaware Alley	571'	9'	5,139	2.0"	63.44	2
	Benton Alley	602'	9'	5,418	2.0"	66.89	2
	Cemetery Rds.	850'	12'	10,200	2.0"	125	4
	Total Tons					4,552	

Streets Overlay

ASPHALT TOTAL TONNAGE FOR STREET OVERLAY: _____ **3,904**

TRANSITION MILLING, EST LINEAR FT FOR STREETS: _____ **225'**

****FULL MILL, EST SQYDS FOR STREETS:** _____ **37,500 sy**

Alleys

ASPHALT TOTAL TONNAGE FOR ALLEY OVERLAY: _____ **523**

Cemetery

ASPHALT TOTAL TONNAGE FOR CEMETERY OVERLAY: _____ **125**

LEVELING WEDGE AS NEEDED. THIS IS INCLUDED IN THE TOTAL TONAGE OF ASPHALT.

TRANSITION MILLING AT DRIVEWAYS, INTERSECTIONS, STOPS, AND STARTING POINTS FOR NEW ASPHALT TO ENSURE SMOOTH TRANSITION FROM OLD TO NEW AS NEEDED AND INSTRUCTED BY THE STREET DEPT SUPERVISOR. A MINIMUM OF 7' EDGE MILLING SHALL BE DONE ON NOTED STREETS WITH CURB AND GUTTER.

PLAN SHEET MAPS # 1-4 INCLUDED IN BID DOCUMENTS

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay **3,904** Tons Unit Price \$ _____ Total Cost \$ _____

Streets Transition Milling 225 Linear ft Unit Price \$ _____ Total Cost \$ _____

Full Mill 37,500 sy Unit Price \$ _____ Total Cost \$ _____

Streets Total Cost \$ _____

Alley Overlay **523** Tons Unit Price \$ _____ Total Cost \$ _____

Alleys Total Cost \$ _____

Cemetery Overlay **125** Tons Unit Price \$ _____ Total Cost \$ _____

Cemetery Total Cost \$ _____

Mobilization for all total Cost \$ _____

Total for all \$ _____

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

COMPANY: _____

BY: _____

JOB SPECIAL PROVISIONS:

1. General:

All construction shall conform to City of Neosho, Missouri, General Conditions and Technical Specifications and all revisions thereto, as applicable except where noted differently in these documents. City of Neosho Technical Specifications and Construction plans and project specifications are available in the office of the Neosho Street Superintendent or on the City of Neosho web page. Contact, Street Superintendent, City of Neosho, at 417-451-8071 with any questions.

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed, or which conflicts with any provision of the Special Provisions shall have no meaning in the contract and shall be disregarded.

Where the Director of Public Works or Street Superintendent is referenced, it shall mean the City of Neosho by and through the City of Neosho - Public Works Dept.

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MODOT". These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

2. Work Zone Traffic Control:

All signing, and barricades shall conform to applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, Latest Edition, and all revisions thereto, and the Manual on Uniform Traffic Control Devices from the Latest Edition published by the Federal Highway Administration, including any revisions thereto.

Typical traffic control layouts are illustrated in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). Additional traffic control layouts are shown on the plans. The contractor will be responsible for installing and maintaining all signs and barricades required for proper control of the traffic within the construction limits. As a minimum, the Contractor shall erect and maintain ROAD WORK AHEAD, END ROAD WORK SIGNS, and BUMP SIGNS at the project limits on streets under construction. These signs shall be in place at all times until all work is complete.

Charge for City Crew Call-Out: Any call-out of City crews for the purpose of removing, covering, or turning signs will be charged to the Contractor.

Cost and Payment: The cost of providing and maintaining signs, barricades, temporary pavement markings, pavement marking removal and temporary relocation of existing signs shall be at Contractors expense.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved by the City or Inspector on the project. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stages there shall be in place only those devices that apply to the conditions present during the stage in progress.

Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic.

Notification to Property Owners: The Contractor shall keep adjacent property owners informed at all times regarding the status of construction and provisions for access. The Contractor is required to maintain access to adjacent property owners within the project area at all times, except that the Contractor may close driveways as permitted in the construction phasing.

3. Prevailing Wage:

Contractor will be required to furnish an affidavit to the City stating that he has paid the prevailing wages as set forth in the latest edition Work Order Missouri State Annual Wage, Section 073, Newton County, (copy attached) including any revisions thereto, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law. It is agreed that all labor utilized in the construction of the 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 at any time by the Department of Labor and Industrial Relations of the State of Missouri for this project.

Wage interviews of the contractor's and subcontractors' work force may be made at random to verify that the prevailing wage rate is being paid. These interviews may be on site examinations or a questionnaire mailed to the individual. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

The contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the contractor and each subcontractor in order to execute this contract. It shall be the responsibility of the contractor to notify the Division of Labor Standards when a violation of the law is discovered.

4. Completion Time:

The Contractor will be required to commence work under this contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to **complete the work within 180 calendar days from the date of the Notice to Proceed.**

The Contractor is required to provide an enough work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress.

The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Neosho General Conditions and Technical Specifications.

5. Liquidated Damages:

Failure or delay in completing the work in the time specified under the contract or as amended by a contract change order, shall result in liquidated damages being charged and withheld in accordance with the requirements of the General Conditions and Technical Specifications, shall be as follows.

6. Contractor Guarantee:

The Contractor shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by the Contractor and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of 12 months after acceptance by the City. Contractor shall repair, replace, or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

7. Certificates of Compliance:

Three copies of certifications are required for materials used on this project for demonstrating proof of compliance with materials specification requirements. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company, shall be notarized and shall contain the name and address of the Contractor, the project name and location, and the quantity and the date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

8. Nondiscrimination:

Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, or political opinion or affiliation against any employee of said contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

9. Indemnity from Subcontractor Claims/Exceptions:

The Contractor shall be fully responsible to the City of Neosho for the acts and omissions of its subcontractors and material suppliers.

DETAILED SPECIFICATIONS

SUMMARY OF WORK: The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, and labor necessary for all work pertaining to the resurfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

SCOPE OF WORK QUANTITIES: Listing of streets on the resurfacing program and does not indicate the actual paving order to be followed. The contractor may organize this schedule to affect the most efficient paving order with final approval by the City of Neosho. Quantities or "tonnage" is estimated by City of Neosho.

SURFACE PREPARATION: The Contractor shall be responsible for the preparation of streets. The Contractor shall be responsible for sweeping and removal of all loose surface material.

MONITORING OF TRAFFIC: The contractor shall be responsible for the distribution of informational bulletins and other material to inform the public of street maintenance operations. The actual bulletins, press releases, and other printed material must be approved in advance by the City.

RIGHT-OF-WAY: All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from tack coat spills, surplus asphaltic concrete from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc.) within the right-of-way damaged due to the paving process.

TRAFFIC CONTROL: The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with MUTCD guidelines to safely expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for an enough period of time to prevent scuffing or flushing of the asphalt surface wherever possible. The contractor shall post "no parking" signs, at least 24 hours prior to commencement of paving operations. It shall be contractor's responsibility to coordinate with the Neosho Police Department to ensure all vehicles are removed from the street so as to ensure an orderly progression of the work.

UTILITIES TO BE MARKED: The contractor shall mark and record each utility opening or manhole which is covered by resurfacing. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractor's cost.

ASPHALT SURFACE COURSE: Asphalt overlay shall be **BP2** hot mix asphalt pavement. Overlay course shall be either a 1.5", 2", or 3" as noted in the scope of Work Quantities document. The mix shall conform to Missouri state highway Department requirements for section **401** Asphaltic pavements and be in accordance ASTM design grades. The mix requirements shall be substituted as stated in section **401.5.2** and be in accordance of gradation, asphalt content, deleterious, and density acceptance of Sec 401.

TACK COAT APPLICATION: Tack coat shall be anionic emulsified asphalt. Immediately prior to paving, a tack coat shall be applied to the clean surface at a rate of 0.10 to 0.20 gallons per sq. yd. Pools of primer material remaining on the surface after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying the tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The contractor shall be held responsible for removing tack coat

from such objects. The contractor shall apply tack coat only to those streets which he/she will resurface each day. **Tack oil application shall be included in the bid amount.**

LEVEL OR WEDGE COURSE: A level or wedge course may be necessary on various streets as prescribed by the director or his/her agent. All level or wedge courses shall be placed in such a manner that their joints are staggered with the wearing course. Level or wedge course thickness will vary from 0 to 1.5" depending on the depth of the depressed area. In areas where more than 1.5" of level or wedge are required, additional lifts will be used. The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving. Depth of the wearing course shall be 1" to 1.5" depending upon surface conditions. Asphalt laid adjacent to gutter lines shall meet the existing grade. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative. **All leveling wedge work shall be as needed and is estimated in the total tonnage amount.**

COLDMILLING: Conform to Missouri State Highway Department section **622.10**. Roadway lane milling shall be standard 7' width measuring out from curb/gutter. Milling at all driveways, intersections, and the end of road sections shall be standard 24" width to accommodate a smooth transition with the new pavement. The contractor shall mill areas to a minimum depth of 1.5" or as designated by the City staff. The City will keep all milling material. Contractor will be responsible for hauling all milling material to a designated dumping area provided by City staff. **All Milling work shall be included in the bid amount.**

ROLLERS: All rollers, vibrators, or other equipment used to compact the asphaltic mixture shall be in satisfactory working condition. All rollers shall be capable of reversing without backlash, and steel wheel rollers shall be equipped with scrapers. Pneumatic tire rollers shall be self-propelled, of the oscillating-type, and equipped with smooth tires of equal size, diameter, and ply rating, all maintained at the same inflation pressure. Rollers shall have a system for moistening each wheel or roll. The following types of rollers shall be provided: 1. Initial Rolling: Eight-ton or 12-ton three-wheel roller or two-wheel tandem-type roller, or pneumatic tire roller (adjusting ballast and tire inflation pressure as required). 2. Intermediate Rolling: Pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure uniformly for all wheels. The contractor shall furnish evidence regarding tire size, pressure, and loading to confirm that 80 pounds per square inch contact pressure is being developed. 3. Final Rolling: Not less than 10-ton two- or three-wheel tandem-type roller.

DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY: If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

WEATHER LIMITATIONS: Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F. (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative. Mixture shall not be placed during inclement weather.

PAVEMENT MARKING: All roadways open to traffic shall have either temporary or permanent pavement markings. Temporary pavement marking may be used in lieu of permanent marking for no more than 14 days after completion of final paving operations. All permanent pavement markings must conform to Missouri State Highway Department section 620.

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 the third Tuesday of the month delivered

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

COMPANY: _____

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

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 4,110



685.0 0 342.50 685.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Stratford, Kentland, Southeast, Flower Box, Melody, Shartel

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Delaware, Joplin, Pearl, Cherry, Jackson, Wilson, Freeman Alley, Herrell Alley, Wilson Alley, Delaware Alley, Benton Alley

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Francis St

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets



1: 2,055



342.5 0 171.25 342.5 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

New Cemetery Road

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Fain St

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

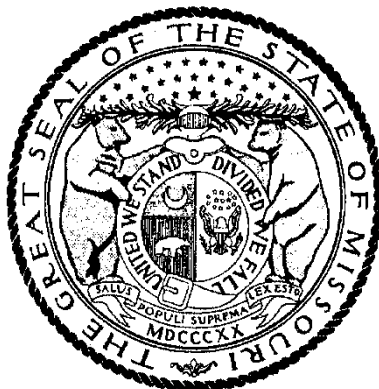
All Streets

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 073
NEWTON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$32.40
Boilermaker	\$28.93*
Bricklayer-Stone Mason	\$28.93*
Carpenter	\$48.96
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$38.45
Plasterer	
Communication Technician	\$28.93*
Electrician (Inside Wireman)	\$48.15
Electrician Outside Lineman	\$28.93*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.93*
Glazier	\$28.93*
Ironworker	\$28.93*
Laborer	\$42.66
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.93*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$54.46
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.16
Plumber	\$50.28
Pipe Fitter	
Roofer	\$43.30
Sheet Metal Worker	\$49.63
Sprinkler Fitter	\$28.93*
Truck Driver	\$28.93*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$28.93*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.93*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.65
General Laborer	
Skilled Laborer	
Operating Engineer	\$28.93*
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$28.93*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Bill No. 2025-20: Emery Sapp & Sons Inc. Agreement for 2025 Overlay

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2025-20 Contract with Emery Sapp Sons Inc. RE asphalt milling and overlay - 2025
 2. Contract Emery Sapp Sons Inc. RE asphalt milling and overlay - 2025
 3. 2025 Overlay and Asphalt Milling Project Bid
-

PURPOSE:

To request the council's approval for the mayor to sign the Overlay and Asphalt Milling Agreement with Emery Sapp & Sons Inc.

BACKGROUND:

This is the agreement with Emery Sapp & Sons Inc. to complete resurfacing and milling on approximately 4.2 miles of City Streets, Alleys, and Cemetery Rd. for the approved bid amount of \$504,821.25.

RECOMMENDATION:

City Staff recommends the council approve the agreement with Emery Sapp & Sons Inc. for \$504,821.25 and authorize the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25); 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 Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25), 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 April, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, 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 Emery Sapp & Sons, Inc., a Missouri Corporation, 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 performing asphalt milling and overlay, 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 performing asphalt milling and overlay, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

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

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

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

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct asphalt and milling overlay as follows:

a. Streets Overlay 3,904 tons of streets overlay (\$87.75 per unit), 225 linear feet of transition milling (\$9.50 per unit), full mill 37,500 square yard (\$2.50 per unit) and mobilization.

b. Cemetery Overlay. 125 tons of cemetery overlay (\$97.75 per unit).

c. Alley Overlay. 523 tons of alley overlay (\$93.00 per unit) and mobilization.

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 Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25) – the full amount of this contract – within fifteen (15) days of Contractor's completion and City's acceptance of the work.

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

20. Non-Appropriation. Intentionally omitted.

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

Emery Sapp & Sons, Inc.
ATTN: Jesse Wallen
2301 I-70 Drive NW
Columbia, MO 65202

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 Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25)– the full amount of this 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. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25)– the full amount of this 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.

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

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.

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.

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

[Remainder of page intentionally left blank – signature page follows]

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

EMERY SAPP & SONS, INC.

Richard Davidson, Mayor

Glen Robertson, President

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: 2025 Overlay and Asphalt Milling Project

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bids Recieved 2025 Overlay
 2. City of Neosho 2025 Overlay Bid Addendum 1
-

PURPOSE:

Request council's approval of bids for road surface improvements by an asphalt overlay.

BACKGROUND:

This project is for the resurfacing of approximately 4.1 miles of City streets, alleys, and 1 new cemetery road with asphalt.

We sent out three bid packets and received three bids.

Emery Sapp & Sons: Streets and Alley Overlay and milling: \$487,102.5, Cemetery Overlay: \$12,218.75, Mobilization \$.5,500. Total bid \$504,821.25

Blevins Asphalt: Streets and Alley Overlay and milling: \$491,595.00, Cemetery Overlay: \$11,750.00, Mobilization \$.15,000.00. Total bid \$518,345.00

APAC Central, Streets and Alley Overlay and milling: \$547,017.80, Cemetery Overlay: \$14,231.25, Mobilization \$4,200.00. Total bid \$565,449.05

RECOMMENDATION:

City Staff recommends approving the bid from Emery Sapp & Sons for the total bid amount of \$504,821.25

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay	3,904 Tons	Unit Price \$ <u>87.75</u>	Total Cost \$ <u>342,676.00</u>
Streets Transition Milling	225 Linear ft	Unit Price \$ <u>9.50</u>	Total Cost \$ <u>2,137.50</u>
Full Mill	37,500 sy	Unit Price \$ <u>2.50</u>	Total Cost \$ <u>93,750.00</u>

Streets Total Cost \$ 438,463.50

Alley Overlay	523 Tons	Unit Price \$ <u>93.00</u>	Total Cost \$ <u>48,639.00</u>
---------------	-----------------	----------------------------	--------------------------------

Alleys Total Cost \$ 48,639.00

Cemetery Overlay	125 Tons	Unit Price \$ <u>97.75</u>	Total Cost \$ <u>12,218.75</u>
------------------	-----------------	----------------------------	--------------------------------

Cemetery Total Cost \$ 12,218.75

Mobilization for all total Cost \$ 5,500.00

Total for all \$ 504,821.25

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

COMPANY: Emery Sapp & Sons, Inc.

BY: Jesse Wallen 

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Emery Sapp & Sons, Inc.
2301 I-70 Drive NW
Columbia, MO 65202

OWNER:

(Name, legal status and address)

City of Neosho
203 East Main Street
Neosho, MO 64850

BOND AMOUNT: Five Percent of Amount Bid (5%)

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

2025 Asphalt Overlay & Milling Project

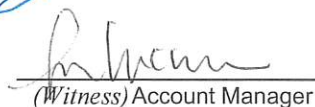
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March, 2025


(Witness)


(Witness) Account Manager

Emery Sapp & Sons, Inc.

(Principal)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Title) Allison Madrid, Attorney-in-Fact

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213020-973699

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Crystal York; Louis A. Landwehr; Misty Leonard; Shannon Burgess

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number: 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

BID FORM

Description: (To be completed by bidding party)

Street Overlays, milling, Alley overlay, Cemetery Overlay.

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

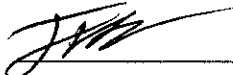
F.O.B. Neosho, MO

Projected Start Date: May 1st, 2026

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

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

COMPANY: Emery Sapp & Sons, Inc.

SIGNED BY:  Jesse Wallen

ADDRESS: 7389 E. Newman Rd. Joplin, Mo. 64801

EMAIL: Jesse.Wallen@emerysapp.com

PHONE: (816) 645-2211

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Jasper)

Now this 25 day of March, 2026 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

Emery Gupp & Sons, Inc. (name of Corporation, LLC, sole proprietorship, or partnership)

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

Emery Gupp & Sons, Inc. (Name of business entity, same as above)

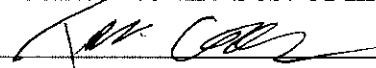
4. I state and affirm that Emery Gupp & Sons, Inc. is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department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

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

6. Further, Emery SAPP & Sons, 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.

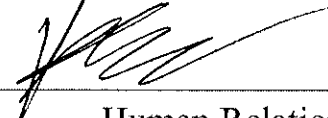
**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



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

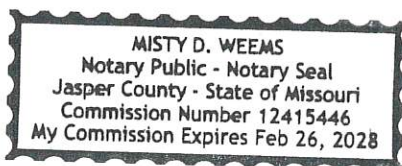

(Signature)

On this 25th day of MARCH in the year 2025, before me, MISTY D. WEEMS
a Notary Public in and for said State, personally appeared TYSON COLLINS, 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 02/26/2028



BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay **3,904** Tons Unit Price \$ 83.75 Total Cost \$ 326,960.00

Streets Transition Milling 225 Linear ft Unit Price \$ 7.60 Total Cost \$ 1,710.00

Full Mill 37,500 sy Unit Price \$ 2.95 Total Cost \$ 110,625.00

Streets Total Cost \$ 439,295.00

Alley Overlay **523** Tons Unit Price \$ 100.00 Total Cost \$ 52,300.00

Alleys Total Cost \$ 52,300.00

Cemetery Overlay **125** Tons Unit Price \$ 94.00 Total Cost \$ 11,750.00

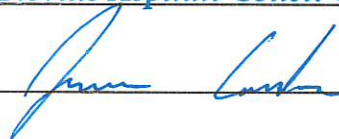
Cemetery Total Cost \$ 11,750.00

Mobilization for all total Cost \$ 15,000.00

Total for all \$ \$518,345.00

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

COMPANY: Blevins Asphalt Const. Co., Inc.

BY:  VP

BID FORM

Description: (To be completed by bidding party)

--Mill required areas.

--Apply SS-1 tack coat

--Furnish and place either a 1.5" or 2" asphalt overlay

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

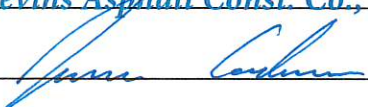
F.O.B. Neosho, MO

Projected Start Date: June 1st, 2025

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

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

COMPANY: Blevins Asphalt Const. Co., Inc.

SIGNED BY: 

ADDRESS: PO Box 230, Mt. Vernon, MO 65712

EMAIL: jcordova@blevinsasphalt.com

PHONE: (417) 466-3758

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Greene)

Now this 26th day of March, 2025, 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

Blevins Asphalt Const. Co., Inc. (name of Corporation, LLC, sole
proprietorship, or partnership)

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

Blevins Asphalt Const. Co., Inc. . (Name of business entity, same as above)

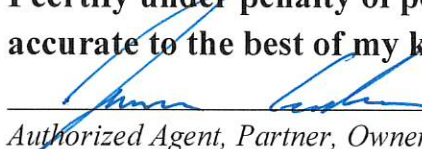
4. I state and affirm that Blevins Asphalt Const. Co., Inc. is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department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

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

6. Further, Blevins Asphalt Const. Co., 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.**



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*

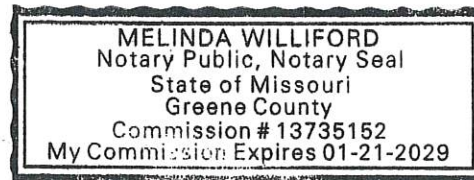
FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 26th day of March in the year 20 25, before me, Melinda Williford
a Notary Public in and for said State, personally appeared Jeran Cordova, 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.

Melinda Williford
Notary Public



My Commission Expires

January 21, 2029

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay **3,904** Tons Unit Price \$ 99.40 Total Cost \$ 388,057.60

Streets Transition Milling 225 Linear ft Unit Price \$ 9.75 Total Cost \$ 2,193.75

Full Mill 37,500 sy Unit Price \$ 2.70 Total Cost \$ 101,250.00

Streets Total Cost \$ 491,501.35

Alley Overlay **523** Tons Unit Price \$ 106.15 Total Cost \$ 55,516.45

Alleys Total Cost \$ 55,516.45

Cemetery Overlay **125** Tons Unit Price \$ 113.85 Total Cost \$ 14,231.25

Cemetery Total Cost \$ 14,231.25

Mobilization for all total Cost \$ 4,200.00

Total for all \$ 565,449.05

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

COMPANY: APAC CENTRAL, INC.

BY: 

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Greene)

Now this 26th day of March, 2025, 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

APAC-Central, Inc. (name of Corporation, LLC, sole
proprietorship, or partnership)

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

APAC-Central, Inc. (Name of business entity, same as above)

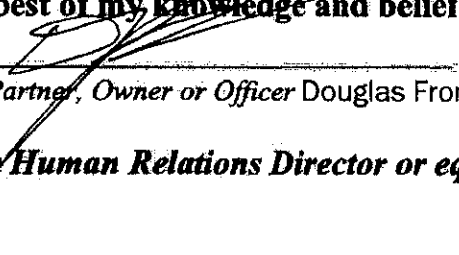
4. I state and affirm that APAC-Central, Inc. is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland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

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

6. Further, APAC-Central, 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.**



Authorized Agent, Partner, Owner or Officer Douglas Fronick

**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



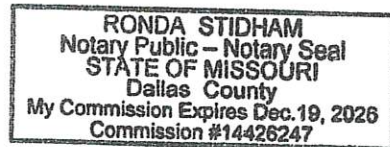
Douglas Fronick (Signature) Estimating Manager

On this 26th day of March in the year 2025, before me, Ronda Stidham
a Notary Public in and for said State, personally appeared Douglas Fronick, 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 12/19/26



City of Neosho

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

ADDENDUM TO BID DOCUMENTS

AS OF MARCH 21ST, 2025, THE FOLLOWING CHANGE HAS BEEN MADE IN THE BID FORM

- 1. Streets overlay asphalt quantities.**
- 2. Alley overlay asphalt quantities.**
- 3. Cemetery Overlay asphalt quantities.**

A handwritten signature in black ink, appearing to read "Nate Siler", is written over a horizontal line.

Nate Siler, Director of Public Works

The City of Neosho, Missouri will accept sealed bids until **Wednesday, March 26th, 2025, at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.
The bid will be for the following:

Project: 2025 Asphalt Overlay and Milling Project

Please label the envelope: 2025 Asphalt Overlay and Milling Project

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

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

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

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

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

1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.
3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.

4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.
6. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

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

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

Thank you,
Nate Siler Public Works Director

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS AND DEFINED TERMS:

- A) Prospective bidders are instructed to read and become very familiar with the current edition of the City of Neosho General Conditions and Technical Specifications and all revisions, these Instructions to Bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.
- B) Terms used in these Instructions to Bidders which are defined in the General Conditions and Technical Specifications have the meanings assigned to them in the General Conditions. The term “Successful Bidder” means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on evaluation as hereinafter provided) makes

an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued before receipt of Bids).

- C) Other terms used in the Bidding Documents and not defined elsewhere have the following meanings that apply to both the singular and plural thereof:
- D) Responsive Bidder: Any person, firm, or corporation submitting a Bid for the work contemplated whose Bid Form is complete and regular, free of exclusions or special conditions, and has no alternative Bids for any item unless requested in the Technical Specifications.
- E) Responsible Bidder: Any person, firm, or corporation submitting a Bid for the work who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.
- F) **Additional Purchases by Other Public Agencies:**
The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance form. Prices bid shall remain in full force for 90 days from the date of award.

2. COPIES OF BIDDING DOCUMENTS:

- A) All copies of bidding documents are provided herein.

3. QUALIFICATIONS OF BIDDERS:

- A) The successful bidder will be required to have completed ten (10) hours of OSHA safety training before performing any work.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- A) It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.
- A) Information and data reflected in the Contract Documents concerning underground facilities at or contiguous to the site is based upon information and data furnished to the City by owners of such underground facilities or others. The City assumes NO responsibility for the accuracy or completeness thereof unless it expressly provided otherwise in the Special Provisions.
- C) Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.
- D) Before submitting a bid each Bidder will be responsible for making or obtaining such explorations, tests, and data concerning physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. If the bidder elects to make explorations in public street rights-of-way excavation permission must be obtained from the Street Superintendent, a Division of the Public Works Departments.
- E) Each bidder, upon request in advance, will be provided access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- F) The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not shown on the plans are to be provided by the Contractor. Any related expense will be the responsibility of the Contractor.

- G) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions to performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA:

- A) Any questions pertaining to these Contract Documents, plans or specifications for this project, contact the Public Works Director #: 417-451-8071.
B) The City reserves the right to reject any or all proposals and to waive technicalities.

6. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- A) The names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal shall be furnished with the proposal. If no subcontractors are expected to be used, a statement to the effect must accompany the bid. After the bid opening, the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the City and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.
- B) The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City in accordance with the General Conditions and Technical Specifications. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.
- C) No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract and all transactions will be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.
- D) If approval is given for subletting work, the Contractor shall perform with his own organization work amounting to not less than fifty (50) percent of the total contract cost. The percentage of work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc... The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.
- E) No subcontractor may further subcontract any of his work.

7. BID FORM:

- A) The Bid form is included with the Bidding Documents; additional copies may be obtained from Public Works Department.
- B) All blanks on the Bid form must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- C) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- E) The address and telephone number for communications regarding the bid must be shown. All names must be typed or printed below the signature.

- F) The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8. SUBMISSION OF BIDS:

- A) Bids shall be submitted at the time and place indicated in the Notice to Contractors and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.
- B) Prospective Bidders are furnished one (1) bound copy of the Bidding Documents with one (1) unbound copy of the Bid Form. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security, and other required data or documents.
- C) A bid bond secured by an approved surety or sureties must be submitted for no less than five percent of the amount of the bid.

9. OPENING OF BIDS:

- A) Bids will be opened, and the total amount of the bid read aloud publicly. Bids will be made available to bidders after the opening of Bids.
- B) A Bid Award will NOT be made at the Bid Opening. A final award may only be authorized by the Neosho City Council.

10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

- A) All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

11. AWARD OF CONTRACT:

- A) The City reserves the right to reject any, and all Bids, to waive any, and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder it believes would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies between the indicated sums of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B) In evaluating Bids, the City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or Prior to the Notice of Award.
- C) In addition, the City may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, or other persons or organizations must be submitted as provided in the Supplementary Conditions. The City may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- D) The City may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- E) If contract for this project is to be awarded, it will be awarded on the basis of the Bid(s) with the lowest total bid, from the lowest responsive, responsible, qualified Bidder whose evaluation indicates to the City that the award will be in the best interests of the Project and the City. The City will not accept tied Bids.

- F) If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

Scope of Work Quantities

	<u>Street Name</u>	<u>Length</u>	<u>Width</u>	<u>Total</u>	<u>Depth</u>	<u>Total ton</u>	<u>Map #</u>
**	Stratford St	1,600'	22'	35,200	1.5"	326	1
**	Kentland Dr	1,515'	22'	33,330	1.5"	308.61	1
**	Southeast Blvd	1555'	27'	41,985	1.5"	388.75	1
**	Flower Box Ln	1,420'	27'	38,340	1.5"	355.00	1
**	Melody Ln	1,495'	27'	40,365	1.5"	373.75	1
**	Shartel Dr	1,210'	22'	26,620	1.5"	246.48	1
**	Delaware St	1,130'	19'	21,470	1.5"	198.80	2
**	Joplin St	1,130'	19'	21,470	1.5"	198.80	2
**	Pearl St	1,130'	20'	22,600	1.5"	209.26	2
**	Cherry St	1,130'	19'	21,470	1.5"	198.80	2
**	Jackson Ave	605'	19'	11,495	1.5"	106.44	2
**	Wilson Ave	882'	18'	15,876	1.5"	147.00	2
	Fain	455'	17'	7,735	1.5"	72.00	5
	Fransis St	2,090'	30'	62,700	2.0"	774.07	3
	Freeman Alley	1,200'	12'	14,400	2.0"	177.70	2
	Harrel Alley	1,200'	9'	10,800	2.0"	133.32	2
	Wilson Alley	737'	9'	6,633	2.0"	81.89	2
	Delaware Alley	571'	9'	5,139	2.0"	63.44	2
	Benton Alley	602'	9'	5,418	2.0"	66.89	2
	Cemetery Rds.	850'	12'	10,200	2.0"	125	4
	Total Tons					4,552	

Streets Overlay

ASPHALT TOTAL TONNAGE FOR STREET OVERLAY: _____ **3,904**

TRANSITION MILLING, EST LINEAR FT FOR STREETS: _____ **225'**

****FULL MILL, EST SQYDS FOR STREETS:** _____ **37,500 sy**

Alleys

ASPHALT TOTAL TONNAGE FOR ALLEY OVERLAY: _____ **523**

Cemetery

ASPHALT TOTAL TONNAGE FOR CEMETERY OVERLAY: _____ **125**

LEVELING WEDGE AS NEEDED. THIS IS INCLUDED IN THE TOTAL TONAGE OF ASPHALT.

TRANSITION MILLING AT DRIVEWAYS, INTERSECTIONS, STOPS, AND STARTING POINTS FOR NEW ASPHALT TO ENSURE SMOOTH TRANSITION FROM OLD TO NEW AS NEEDED AND INSTRUCTED BY THE STREET DEPT SUPERVISOR. A MINIMUM OF 7' EDGE MILLING SHALL BE DONE ON NOTED STREETS WITH CURB AND GUTTER.

PLAN SHEET MAPS # 1-4 INCLUDED IN BID DOCUMENTS

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay **3,904** Tons Unit Price \$ _____ Total Cost \$ _____

Streets Transition Milling 225 Linear ft Unit Price \$ _____ Total Cost \$ _____

Full Mill 37,500 sy Unit Price \$ _____ Total Cost \$ _____

Streets Total Cost \$ _____

Alley Overlay **523** Tons Unit Price \$ _____ Total Cost \$ _____

Alleys Total Cost \$ _____

Cemetery Overlay **125** Tons Unit Price \$ _____ Total Cost \$ _____

Cemetery Total Cost \$ _____

Mobilization for all total Cost \$ _____

Total for all \$ _____

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

COMPANY: _____

BY: _____

JOB SPECIAL PROVISIONS:

1. General:

All construction shall conform to City of Neosho, Missouri, General Conditions and Technical Specifications and all revisions thereto, as applicable except where noted differently in these documents. City of Neosho Technical Specifications and Construction plans and project specifications are available in the office of the Neosho Street Superintendent or on the City of Neosho web page. Contact, Street Superintendent, City of Neosho, at 417-451-8071 with any questions.

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed, or which conflicts with any provision of the Special Provisions shall have no meaning in the contract and shall be disregarded.

Where the Director of Public Works or Street Superintendent is referenced, it shall mean the City of Neosho by and through the City of Neosho - Public Works Dept.

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MODOT". These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

2. Work Zone Traffic Control:

All signing, and barricades shall conform to applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, Latest Edition, and all revisions thereto, and the Manual on Uniform Traffic Control Devices from the Latest Edition published by the Federal Highway Administration, including any revisions thereto.

Typical traffic control layouts are illustrated in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). Additional traffic control layouts are shown on the plans. The contractor will be responsible for installing and maintaining all signs and barricades required for proper control of the traffic within the construction limits. As a minimum, the Contractor shall erect and maintain ROAD WORK AHEAD, END ROAD WORK SIGNS, and BUMP SIGNS at the project limits on streets under construction. These signs shall be in place at all times until all work is complete.

Charge for City Crew Call-Out: Any call-out of City crews for the purpose of removing, covering, or turning signs will be charged to the Contractor.

Cost and Payment: The cost of providing and maintaining signs, barricades, temporary pavement markings, pavement marking removal and temporary relocation of existing signs shall be at Contractors expense.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved by the City or Inspector on the project. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stages there shall be in place only those devices that apply to the conditions present during the stage in progress.

Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic.

Notification to Property Owners: The Contractor shall keep adjacent property owners informed at all times regarding the status of construction and provisions for access. The Contractor is required to maintain access to adjacent property owners within the project area at all times, except that the Contractor may close driveways as permitted in the construction phasing.

3. Prevailing Wage:

Contractor will be required to furnish an affidavit to the City stating that he has paid the prevailing wages as set forth in the latest edition Work Order Missouri State Annual Wage, Section 073, Newton County, (copy attached) including any revisions thereto, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law. It is agreed that all labor utilized in the construction of the 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 at any time by the Department of Labor and Industrial Relations of the State of Missouri for this project.

Wage interviews of the contractor's and subcontractors' work force may be made at random to verify that the prevailing wage rate is being paid. These interviews may be on site examinations or a questionnaire mailed to the individual. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

The contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the contractor and each subcontractor in order to execute this contract. It shall be the responsibility of the contractor to notify the Division of Labor Standards when a violation of the law is discovered.

4. Completion Time:

The Contractor will be required to commence work under this contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to **complete the work within 180 calendar days from the date of the Notice to Proceed.**

The Contractor is required to provide an enough work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress.

The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Neosho General Conditions and Technical Specifications.

5. Liquidated Damages:

Failure or delay in completing the work in the time specified under the contract or as amended by a contract change order, shall result in liquidated damages being charged and withheld in accordance with the requirements of the General Conditions and Technical Specifications, shall be as follows.

6. Contractor Guarantee:

The Contractor shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by the Contractor and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of 12 months after acceptance by the City. Contractor shall repair, replace, or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

7. Certificates of Compliance:

Three copies of certifications are required for materials used on this project for demonstrating proof of compliance with materials specification requirements. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company, shall be notarized and shall contain the name and address of the Contractor, the project name and location, and the quantity and the date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

8. Nondiscrimination:

Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, or political opinion or affiliation against any employee of said contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

9. Indemnity from Subcontractor Claims/Exceptions:

The Contractor shall be fully responsible to the City of Neosho for the acts and omissions of its subcontractors and material suppliers.

DETAILED SPECIFICATIONS

SUMMARY OF WORK: The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, and labor necessary for all work pertaining to the resurfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

SCOPE OF WORK QUANTITIES: Listing of streets on the resurfacing program and does not indicate the actual paving order to be followed. The contractor may organize this schedule to affect the most efficient paving order with final approval by the City of Neosho. Quantities or "tonnage" is estimated by City of Neosho.

SURFACE PREPARATION: The Contractor shall be responsible for the preparation of streets. The Contractor shall be responsible for sweeping and removal of all loose surface material.

MONITORING OF TRAFFIC: The contractor shall be responsible for the distribution of informational bulletins and other material to inform the public of street maintenance operations. The actual bulletins, press releases, and other printed material must be approved in advance by the City.

RIGHT-OF-WAY: All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from tack coat spills, surplus asphaltic concrete from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc.) within the right-of-way damaged due to the paving process.

TRAFFIC CONTROL: The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with MUTCD guidelines to safely expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for an enough period of time to prevent scuffing or flushing of the asphalt surface wherever possible. The contractor shall post "no parking" signs, at least 24 hours prior to commencement of paving operations. It shall be contractor's responsibility to coordinate with the Neosho Police Department to ensure all vehicles are removed from the street so as to ensure an orderly progression of the work.

UTILITIES TO BE MARKED: The contractor shall mark and record each utility opening or manhole which is covered by resurfacing. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractor's cost.

ASPHALT SURFACE COURSE: Asphalt overlay shall be **BP2** hot mix asphalt pavement. Overlay course shall be either a 1.5", 2", or 3" as noted in the scope of Work Quantities document. The mix shall conform to Missouri state highway Department requirements for section **401** Asphaltic pavements and be in accordance ASTM design grades. The mix requirements shall be substituted as stated in section **401.5.2** and be in accordance of gradation, asphalt content, deleterious, and density acceptance of Sec 401.

TACK COAT APPLICATION: Tack coat shall be anionic emulsified asphalt. Immediately prior to paving, a tack coat shall be applied to the clean surface at a rate of 0.10 to 0.20 gallons per sq. yd. Pools of primer material remaining on the surface after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying the tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The contractor shall be held responsible for removing tack coat

from such objects. The contractor shall apply tack coat only to those streets which he/she will resurface each day. **Tack oil application shall be included in the bid amount.**

LEVEL OR WEDGE COURSE: A level or wedge course may be necessary on various streets as prescribed by the director or his/her agent. All level or wedge courses shall be placed in such a manner that their joints are staggered with the wearing course. Level or wedge course thickness will vary from 0 to 1.5" depending on the depth of the depressed area. In areas where more than 1.5" of level or wedge are required, additional lifts will be used. The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving. Depth of the wearing course shall be 1" to 1.5" depending upon surface conditions. Asphalt laid adjacent to gutter lines shall meet the existing grade. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative. **All leveling wedge work shall be as needed and is estimated in the total tonnage amount.**

COLDMILLING: Conform to Missouri State Highway Department section **622.10**. Roadway lane milling shall be standard 7' width measuring out from curb/gutter. Milling at all driveways, intersections, and the end of road sections shall be standard 24" width to accommodate a smooth transition with the new pavement. The contractor shall mill areas to a minimum depth of 1.5" or as designated by the City staff. The City will keep all milling material. Contractor will be responsible for hauling all milling material to a designated dumping area provided by City staff. **All Milling work shall be included in the bid amount.**

ROLLERS: All rollers, vibrators, or other equipment used to compact the asphaltic mixture shall be in satisfactory working condition. All rollers shall be capable of reversing without backlash, and steel wheel rollers shall be equipped with scrapers. Pneumatic tire rollers shall be self-propelled, of the oscillating-type, and equipped with smooth tires of equal size, diameter, and ply rating, all maintained at the same inflation pressure. Rollers shall have a system for moistening each wheel or roll. The following types of rollers shall be provided: 1. Initial Rolling: Eight-ton or 12-ton three-wheel roller or two-wheel tandem-type roller, or pneumatic tire roller (adjusting ballast and tire inflation pressure as required). 2. Intermediate Rolling: Pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure uniformly for all wheels. The contractor shall furnish evidence regarding tire size, pressure, and loading to confirm that 80 pounds per square inch contact pressure is being developed. 3. Final Rolling: Not less than 10-ton two- or three-wheel tandem-type roller.

DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY: If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

WEATHER LIMITATIONS: Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F. (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative. Mixture shall not be placed during inclement weather.

PAVEMENT MARKING: All roadways open to traffic shall have either temporary or permanent pavement markings. Temporary pavement marking may be used in lieu of permanent marking for no more than 14 days after completion of final paving operations. All permanent pavement markings must conform to Missouri State Highway Department section 620.

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 the third Tuesday of the month delivered

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

COMPANY: _____

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

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 4,110



685.0 0 342.50 685.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Stratford, Kentland, Southeast, Flower Box, Melody, Shartel

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Delaware, Joplin, Pearl, Cherry, Jackson, Wilson, Freeman Alley, Herrell Alley, Wilson Alley, Delaware Alley, Benton Alley

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 4,110



685.0 0 342.50 685.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Francis St

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets



1: 2,055



342.5 0 171.25 342.5 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

New Cemetery Road

Neosho, MO



Legend

Road

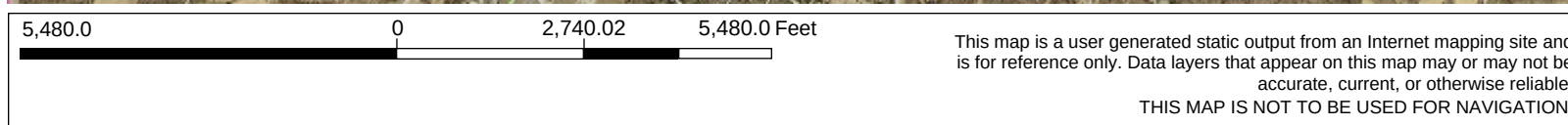
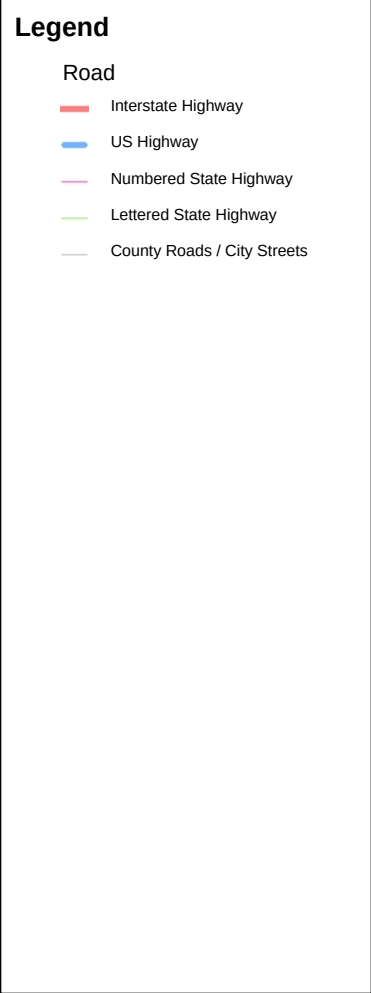
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Fain St

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



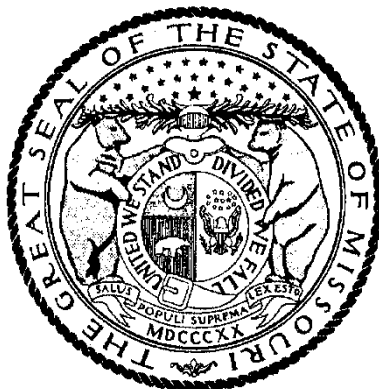
All Streets

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 073
NEWTON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$32.40
Boilermaker	\$28.93*
Bricklayer-Stone Mason	\$28.93*
Carpenter	\$48.96
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$38.45
Plasterer	
Communication Technician	\$28.93*
Electrician (Inside Wireman)	\$48.15
Electrician Outside Lineman	\$28.93*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.93*
Glazier	\$28.93*
Ironworker	\$28.93*
Laborer	\$42.66
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.93*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$54.46
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.16
Plumber	\$50.28
Pipe Fitter	
Roofer	\$43.30
Sheet Metal Worker	\$49.63
Sprinkler Fitter	\$28.93*
Truck Driver	\$28.93*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$28.93*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.93*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.65
General Laborer	
Skilled Laborer	
Operating Engineer	\$28.93*
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$28.93*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Bill No. 2025-21: Amending Code Section 210.190 Dangerous Animals

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2025-21 amending Section 210.190 Dangerous Animals

PURPOSE:

Dangerous Animals, by repealing Section 210.190 Dangerous Animals, and enacting a new Section 210.190 Dangerous Dogs and Other Animals.

BACKGROUND:

The current "Dangerous Animal" ordinance does not allow any options when dealing with vicious/dangerous animals. The updated ordinance gives the police and courts more options and better direction when dealing with these types of animals.

RECOMMENDATION:

Approve attached Dangerous animal ordinance.

AN ORDINANCE amending Title II Public Health, Safety, and Welfare, Chapter 210 Animals and Fowl, Article II Dogs and Cats, Section 210.190 Dangerous Animals, by repealing Section 210.190 Dangerous Animals, and enacting a new Section 210.190 Dangerous Dogs and Other Animals.

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

Section 1. That Title II Public Health, Safety, and Welfare, Chapter 210 Animals and Fowl, Article II Dogs and Cats, Section 210.190 Dangerous Animals is repealed, and a new Section 210.190 Dangerous Dogs and Other Animals is enacted in lieu thereof, as follows:

“Section 210.190 Dangerous Dogs and Other Animals

A. No person shall own, keep, harbor, or allow to be in or upon his/her premises any dangerous dog or other animal unless it is confined in accordance with the provisions of this Section. A dog or other animal shall be considered dangerous by virtue of:

1. Having inflicted a severe or fatal injury on a person on public or private property. “Severe injury” means any physical injury resulting directly from an animal’s bite or strike which results in death, broken bones, lacerations requiring stitches, or hospitalization. The victim receiving severe injuries must provide the Animal Control Officer a signed physician’s statement documenting injury and treatment qualifying such as a severe injury or sign an authorization for release of such statement;

2. Having killed a domestic animal, livestock, or poultry, without provocation, while off the owner’s property;

3. Being owned, kept, or harbored primarily or in part for the purpose of fighting, or having been trained for fighting;

4. Having bitten in an aggressive manner a person, without provocation, on public or private property other than the property of the owner;

5. Having bitten in an aggressive manner while on the owner’s property, without provocation, a person other than the owner or a member of the owner’s family who normally resides at the place where the animal is kept, excluding bites under Subsection (F)(9) of this Section;

6. When unprovoked, chases or approaches a person upon the streets, sidewalks, or any public grounds, or private property other than that property of the owner, in a menacing fashion or apparent attitudes of attack, regardless of whether or not a person is injured by the animal; or

7. Possessing a known propensity, tendency, or disposition to attack unprovoked, in the opinion of the Animal Control Officer, to cause injury or to otherwise threaten the safety of persons or domestic animals.

B. A dog or other animal may be declared dangerous if:

1. A written complaint (citation) is signed by the individual attacked or their legal guardian or by the Animal Control Officer or Police Chief, and

2. A conviction of the owner of the dangerous dog or other animal occurs in the Municipal Court, or

3. In the absence of a bite, when sufficient evidence is presented to show the dog or other animal displaying characteristics such as habitually snapping, charging, growling, or

otherwise manifests a disposition to bite, attack, or injure any person or domestic animal if afforded the opportunity, or if in the judgment of the Municipal Court it causes any person to have a reasonable fear of immediate serious physical injury.

C. Any dog or other animal having a written complaint (citation) initiated against the animal or having bitten any person may be, at the discretion of the Animal Control Officer, securely impounded at any location approved by said Animal Control Officer until determination of guilt occurs in the Municipal Court. The owner of the animal shall be responsible for all impoundment costs incurred. Any animal not reclaimed (if allowed) by its owner within five (5) days after judicial action is completed shall be disposed of pursuant to this Section.

D. Any person charged with a violation of this Section who, having been duly notified, fails to appear in Municipal Court shall, upon order of the court, waive their right to redeem their dog or other animal. The animal shall be disposed of pursuant to this Section.

E. Any dog or other animal deemed dangerous under this Section shall not be sold or transferred without the permission of the Animal Control Officer.

F. Upon conclusion of the determination of dangerousness by the Municipal Court, the following sanctions may be imposed upon the owner of said dog or other animal:

1. Dangerous dogs or other animals shall be securely confined indoors or in a securely enclosed and locked kennel or cage. The kennel or cage shall be of adequate size for the animal kept therein and shall provide adequate ventilation, shade from the sun, and protection from the elements. The sheltering house shall be adequate for the size of the animal with the fenced enclosure being a minimum of one hundred (100) square feet. In the event of a dispute over the appropriate size, the guidelines of the United States Department of Agriculture shall apply. The kennel or cage must be constructed with nine (9) gauge steel chain link. The kennel or cage must have secure sides, a secure top, and secure bottom or floor attached to the sides, or the sides must be embedded in the ground. In addition, the kennel or cage must have a double-blind entrance and must be locked with a key or combination lock when the animal is within the structure. The kennel or cage must be located at least ten (10) feet from any property lines and must comply with all zoning and building regulations of the City.

2. When confined indoors, no dangerous dog or other animal may be kept on a porch, patio, or in any part of a house, building, or structure that would allow the animal to exit such building on its own volition. The animal may not be kept in a house, building, or structure when the windows are open. The animal may not be kept in a house, building, or structure when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.

3. No person shall permit a dangerous dog or other animal to go outside its kennel, cage, or secure structure unless that person has the animal securely leashed on a leash no longer than four (4) feet in length and that person has physical control of the leash. The animal shall not be leashed to inanimate objects such as trees, posts, buildings, etc. The animal shall be muzzled by a muzzling device sufficient to prevent the animal from biting persons or other animals when on a leash outside the animal's kennel, cage, or secure structure.

4. A sign or signs shall be conspicuously posted upon the kennel or cage of any dangerous dog or other animal with the letters in English at least two (2) inches high containing a warning to "BEWARE OF THE DANGEROUS ANIMAL" or words of similar impact.

5. All owners, keepers, or harborers of any dangerous dog or other animal must maintain in effect public liability insurance in the amount of one hundred thousand dollars (\$100,000.00) for bodily injury to or death of any person or persons which may result from the ownership, keeping, or maintenance of the animal. All owners, keepers, or harborers of such animals shall present to the Animal Control Officer a statement certifying that they have the required insurance policy in effect. Such insurance policy shall provide that no cancellation of the policy will be made unless thirty (30) days' written notice is first given to the Animal Control Officer.

6. The owner of a dangerous dog or other animal must register the animal with the Animal Control Officer with the annual fee to be set at fifty dollars (\$50.00). The application for such registration shall contain the name and address of the owner, the breed, age, sex, color, and identifying marks of the animal, the location of where the animal will be kept, and any other information the Animal Control Officer may reasonably require. A registration number for future identification will be issued. Photographs will be taken of the animal for identification purposes. A microchip identification device properly implanted according to manufacturer's guidelines, by a licensed veterinarian, may be required at the owner's expense.

7. The owner of a dangerous dog or other animal shall arrange for the spaying or neutering of said animal at the owner's expense.

8. Any dangerous dog or other animal that inflicts a sever or fatal injury on a person on any public or private property may be deemed an imminent threat to the public and ordered humanely euthanized by the Municipal Court.

9. No dog or other animal shall be declared dangerous pursuant to any part of the Section if the threat, injury, or damage caused by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the animal or was tormenting, abusing, or assaulting the animal or has in the past been observed to have tormented, abused, or assaulted the animal or was committing or attempting to commit a crime. Nor shall the animal be declared dangerous if it was responding to pain or injury or was protecting itself, its kennel, or offspring. Dogs utilized as part of any K-9 Police dog program by a Police official are exempted while performing duty.

10. Upon conviction of any person of a violation of the requirements of these sanctions, the Municipal Court may, in addition to the usual judgment upon conviction, order the Animal Control Officer to forthwith take up and humanely euthanize such animal.

11. Upon conviction of any animal being dangerous, a penalty of up to five hundred dollars (\$500.00) and/or ninety (90) days in jail may be imposed in addition to any above sanctions.

12. Sanctions imposed by the Municipal Court are to be implemented to the Animal Control Officer's satisfaction within seven (7) days after the court ruling or the dog or other animal may not be reclaimed and may be disposed of pursuant to this Section.

G. The Animal Control Officer, upon notification to the owner or occupant of the location of a dangerous dog or other animal, and after five (5) days from the notice to said owner or occupant, shall have authority to enter upon the premises with a warrant issued by the Municipal Court and remove the animal to an appropriate impoundment facility. The owner or custodian of the animal shall be charged the customary facility fee per day of confinement of the animal before the animal may be released to the owner or custodian. Before the animal may be released to the owner or custodian, the owner or custodian must show valid vaccination and registration of the animal.

Should the animal be retained for thirty (30) days, it may be humanely euthanized without further notice.”

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

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Bill No. 2025-22: Amending the Rezoning of Taylor Asset Management Property

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2025-22 Amending Ord 125-2020 and Approving Rezoning - Taylor Asset Mang
 2. 2020_1215.CM
 3. Bill No. 2020-1030 Rezoning for Taylor Asset Management
 4. Taylor Rezoning Packet
-

PURPOSE:

Staff requests approval to amend Ord. 125-2020.

BACKGROUND:

December 15, 2020 the rezoning of properties for Taylor Asset Management were taken to Council for approval. The council approved the ordinance, however one of the properties was inadvertently left off of the ordinance. Both properties were presented to the Planning and Zoning Commission and the code was followed for notifications.

RECOMMENDATION:

Recommend council approve Bill No. 2025-22 and authorize the mayor to sign.

AN ORDINANCE of the City of Neosho to amend Ordinance No. 125-2020 and to amend the Zoning District Map for certain real property within the limits of the City located in the Dogwood Estates Subdivision, Neosho, Missouri, as requested by the owner, Taylor Asset Management, LLC, a Missouri limited liability company, from a District “R-1” First Dwelling House District to a District “R-2” Second Dwelling House District.

WHEREAS, there had been presented to the City of Neosho, Missouri, an application from Taylor Asset Management, LLC, a Missouri limited liability company, to rezone real property located in Dogwood Estates Subdivision, Neosho, Missouri, from District “R-1” First Dwelling House District to a District “R-2” Second Dwelling House District for property legally described as:

Tract 1: All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Tract 2: All of Lots 2 through 6 inclusive in Block 8; and all of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council, the application being approved and passed under Council Bill No. 2020-1030 and adopted under Ordinance No. 125-2020 on January 5, 2021; and

WHEREAS, Council Bill No. 2020-1030 and adopted Ordinance No. 125-2020 inadvertently contained a scrivener’s error by omitting Tract 2; and

WHEREAS, the application submitted and the notices for the public hearings for said petition contained both Tract 1 and Tract 2, the discussion and approval being for both Tract 1 and Tract 2, the City of Neosho now seeks to correct and amend the Zoning District Map to include both Tracts 1 and 2 intended to be and were approved for rezoning.

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

Section 1. That Ordinance No. 125-2020 as presented under Council Bill No. 2020-1030 and adopted on January 5, 2021 is amended to correct the property to be rezoned to include the property legally described as follows:

Tract 1: All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Tract 2: All of Lots 2 through 6 inclusive in Block 8; and all of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Section 2. That City of Neosho Zoning District Map for the City of Neosho be amended for certain real property within the limits of the City located in Dogwood Estates Subdivision, Neosho, Missouri, as requested by the owner, Taylor Asset Management, LLC, a Missouri limited liability company and same to be amended and changed from a District “R-1” First Dwelling House District to a “R-2” Second Dwelling House District for the property legally described as follows:

Tract 1: All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Tract 2: All of Lots 2 through 6 inclusive in Block 8; and all of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Section 3. That the City Clerk is hereby authorized and directed to file with the City the above referenced and described property within the City District Map for the amended district zone has herein approved.

Section 4. This this ordinance shall be in effect upon final passage.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

MINUTES
NEOSHO CITY COUNCIL
December 15, 2020 – 7:00 p.m.
Civic Center
109 W. Main St., Neosho, MO

OPEN & CALL TO ORDER

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

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Councilman Doubek gave the opening prayer and Mayor Allen led the Pledge of Allegiance.

ROLL CALL

COUNCIL PRESENT:

Carmin Allen, Tyler DeWitt, Angela Thomas, William Doubek, and Tom Workman were present

COUNCIL ABSENT:

None were absent.

CITY OFFICERS PRESENT:

Jordan Paul, City Attorney; David Kennedy, City Manager; Cheyenne Wright, City Clerk. Minutes taken by Clerk.

APPROVAL AND CONSENT OF AGENDA
APPROVAL OF THE MINUTES

December 1, 2020 Open Session Minutes

Councilman Doubek made a motion to approve and consent the agenda and to approve the December 1, 2020 Council Minutes; Councilman Workman seconded.

Roll call vote:

Tom Workman – Yes
William Doubek – Yes
Carmin Allen – Abstain
Angela Thomas – Yes
Tyler DeWitt - Yes

Motion carried.

VISITOR BUSINESS

1. Dudley Zerbel spoke against the mask mandate.
2. Pamela Hatley spoke against the mask mandate.
3. Teresa Niswonger spoke against the mask mandate.

Council Minutes – December 15, 2020

4. Cody Pogue spoke against the mask mandate.
5. Terry Miles spoke against the mask mandate.
6. Paige Pogue spoke against the mask mandate.
7. Ben Baker spoke against the mask mandate.
8. Janine Niswonger spoke against the mask mandate.
9. Charles Collinsworth spoke against the mask mandate.
10. Kevin VanStory spoke against the mask mandate.
11. Shiloh Burchfield spoke against the mask mandate.
12. Tony McReynolds spoke against the mask mandate.
13. David Schminkey spoke against the mask mandate.
14. Dawn Schminkey spoke against the mask mandate.
15. Jeff Crites spoke against the mask mandate.
16. Jeremy Stoughton spoke against the mask mandate.
17. Sasha McReynolds spoke against the mask mandate.
18. Tim Jones spoke for the mask mandate.
19. Paula Anderson spoke against the mask mandate.
20. James Nelson spoke against the mask mandate.
21. Charles Akers spoke against the mask mandate.
22. Deborah Ferguson spoke against the mask mandate.
23. Robb Birch spoke against the mask mandate.

A brief recess took place from 9:30 p.m. to 9:40 p.m.

24. Merlen White's letter for the mask mandate was read by the City Clerk.
25. Carol Chenoweth's letter for the mask mandate was read by the Economic Development Director.
26. Steve Kenny's letter for the mask mandate was read by the City Clerk.
27. Steven Douglas spoke from Access Family Care in approval of the mask mandate.
28. Lauri Marble spoke from Mercy Health in approval of the mask mandate.
29. Dr. McNabb spoke in approval of the mask mandate.

Mayor Allen made a motion to Suspend the Rules and Consider moving Bill No. 2020-1037 and Bill No. 2020-1038 under Visitor's Business in order to take a vote; Councilman Doubek seconded.

Roll call vote:

William Doubek – Yes
Carmin Allen – Yes
Angela Thomas – Yes
Tyler DeWitt - Yes
Tom Workman – Yes

Motion carried.

Bill No. 2020-1037 Masks COVID19

Council Minutes – December 15, 2020

AN ORDINANCE requiring persons to wear a face covering that covers the nostrils and mouth to help restrict the spread of the COVID-19 virus; creating exemptions; establishing enforcement; and containing an emergency clause.

Bill No. 2020-1037 read in title only by Attorney Paul.

Mayor Allen asked if there was a motion to pass Bill No. 2020-1037 Masks COVID19

Councilwoman Thomas made a motion to approve Bill No. 2020-1037; no second.

Bill No. 2020-1037 dies due to lack of second.

Bill No. 2020-1038 Occupancy Restrictions COVID19

AN ORDINANCE establishing occupancy restrictions for businesses and organizations open to the public in the corporate limits of the City of Neosho at 50% of the entity's authorized fire or building code occupancy; creating exemptions for educational institutions, daycare facilities, and places of worship; establishing enforcement; and containing an emergency clause.

Bill No. 2020-1038 read in title only by Attorney Paul.

Mayor Allen asked if there was a motion to pass Bill No. 2020-1038 Occupancy Restrictions COVID19.

There being no motion, bill dies due to lack of motion.

Bill No. 2020-1038 dies due to lack of motion.

There was a brief recess between 10:15 p.m. and 10:27 p.m.

BIDS

Celebrate Neosho Fireworks 2021

Economic Development Director Holcomb addressed Council stated that the purpose of this bid was to bid out fireworks for our July 4th Celebrate Neosho event. This is normally held on the weekend before July 4th, however Council requested having the fireworks bid for July 3rd or 4th. There were five bid packets sent out and four were received back.

Premier Pyrotechnics

\$11,000 for 2,849 shots (690 aerial and 1,472 ground)
July 2nd and July 3rd are open but not July 4th

Riverside Fireworks

Bid A \$10,000 for 1,898 shots (aerial and ground)
Bid B \$10,000 for 687 (aerial only)
They are booked for July 3rd and July 4th.

Rainbow Fireworks

\$11,200 for July 4th for 461 aerial and 3,148 ground
\$10,000 for June 26th 461 aerial and 3,148 ground

Council Minutes – December 15, 2020

AM Pyrotechnics

\$10,324.27 July 4th 658 aerial shots

\$9,819.20 July 4th 740 shots both aerial and ground

Mayor Allen stated that after speaking with staff, July 4th probably would not be the most cost effective due to Overtime and Holiday time that would have to be paid out in addition to the fireworks.

Discussion was held on the date and aerial vs. ground.

Riverside Fireworks cost for the show and the amount of fireworks that we receive for the money are the lowest.

Councilwoman Thomas made a motion to approve Bid A from Riverside Fireworks in the amount of \$10,000 and to have Celebrate Neosho on the weekend prior to July 4th; Councilman Doubek seconded.

Roll call vote:

Carmin Allen – Yes

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Motion carried.

Fuel Tanks

Economic Development Director Holcomb addressed Council stated that the purpose of this bid was to bid out fuel tanks for the Neosho Airport. Two requests for bids were sent out and two were received back.

Mid-State Petroleum Equipment	\$40,088.83
--------------------------------------	-------------

Riverside Fireworks	\$52,328.33
----------------------------	-------------

This bid was discussed at the Airport Board Meeting on December 10, 2020. We budgeted \$40,000 for this project.

Councilman Workman made a motion to approve Mid-State Petroleum bid of \$40,088.83; Councilman Doubek seconded.

Roll call vote:

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Motion carried.

UV Sanitation Light Bid

Council Minutes – December 15, 2020

Economic Development Director Holcomb addressed Council stated that the purpose of this bid was to bid out UV Sanitation Lights and equipment for City Buildings. There were five bids sent out and we received back two.

Larson Equipment \$47,426.50

Eledlights.com \$35,258.00

The City was approved by Newton County through the CARES fund for \$38,000.

Councilman Workman made a motion to approve Eledlights.com in the amount of \$35,258.00 Councilman Doubek seconded.

Roll call vote:

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

Motion carried.

UNFINISHED BUSINESS

Bill No. 2020-1025 Schuber Mitchel Right of Entry Agreement

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Schuber Mitchell Homes, LLC, a Missouri limited liability company, for the purpose of granting a license to enter upon certain land for the purpose of installing drainage improvements; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Bill No. 2020-1025 was read in title only by Attorney Paul.

Attorney Paul explained that he has indemnification from Schuber Mitchells attorney in written email and voicemail form. He feels confident in moving forward with this.

Councilwoman Thomas made a motion to amend Bill No. 2020-1025 per Attorney Paul's direction and approve it with amendments; Councilman Doubek seconded.

Roll call vote:

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

Tyler DeWitt - Yes

Motion carried.

Bill No. 2020-1033 MULES/NCIC Agreement

Council Minutes – December 15, 2020

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Missouri State Highway Patrol, for the purpose of establishing standard operating procedures for transactions using the Missouri Uniform Law Enforcement System (“MULES”) and National Crime Information Center (“NCIC”) systems; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Bill No. 2020-1033 was read in title only by Attorney Paul.

Police Chief Baird addressed Council stating this agreement establishes the standard procedures for Neosho Police to perform MULES/NCIC. This allows us to look up criminal information or background information. Both parties agree to comply with MULES/NCIC policies, standards and procedures as described in the User Agency Agreement, NCIC 2000 Operating Manual, CIS Security Policies and Procedure Manual. Anytime there is a change in the police chief this agreement must be signed by the new police chief.

Councilman Workman made a motion to approve Bill No. 2020-1033: Agreement with MSHP ref. MULES and NCIC SOP's; Councilman DeWitt seconded.

Roll call vote:

William Doubek – Yes
Carmin Allen – Yes
Angela Thomas – Yes
Tyler DeWitt - Yes
Tom Workman – Yes

Motion carried.

Bill No. 2020-1034 Leak Adjustment Policy

AN ORDINANCE amending Chapter 710 Water, Article IV Rates and Charges, by enacting a new Section 710.215 Leak Adjustment Policy.

Bill No. 2020-1034 was read in title only by Attorney Paul.

Finance Director Pevahouse addressed Council stating that this is the leak adjustment policy with everything that was requested during the November 17th Council Meeting.

City of Neosho

Leak Adjustment Recommendations

Section 1: *To allow for a one time per calendar year adjustment on water leaks*

- (a) *Request for adjustment must be given, in writing, to the Billing Department within 30 days of the disputed bill due date.*
- (b) *Request for adjustment may be for two months.*
- (c) *Adjustments may apply to underground secondary line water leaks only.*
- (d) *Billing Department will review the account's usage and if acceptable that billing system may credit the customer's account 50% of the high usage month for water and in addition charge an amount equal to a three-month average on the sewerage.*
- (e) *No adjustment shall be made until the City of Neosho is satisfied repairs have been made to the secondary water line, said repair being evidenced by the presentment of a certifiable repair bill executed by an approved City Licensed Contractor or the home/business owner, as well as verification by the City of Neosho staff that the subject water meter no longer indicates a leak.*

Council Minutes – December 15, 2020

- (f) *No adjustment will be made for a water leak initially caused by the homeowner/resident or person(s) under the homeowner/resident's authority doing repairs or maintenance to the effected residence.*
- (g) *No adjustments will be made for a water leak that was caused by maliciously, willfully, or negligently breaking, damaging, destroying, uncovering, defacing, or tampering with any water line, structure or equipment which is part of the water system.*

Section 2: *To allow for a one time per calendar year adjustment on sewer for leaks not entering the City's Sewerage System*

- (a) *Billing Department will review the account's usage and if acceptable, per this policy, credit the customer's account, reducing sewer to a three-month average.*

Section 3: *To allow for a one time per calendar year sewerage adjustment for filling pools*

- (a) *Request for adjustment must be given, in writing, to the Billing Department prior to the bill being due and payable.*
- (b) *Billing Department will review the account's usage and if acceptable, per this policy, credit the customer's account, reducing sewer to a three-month average.*
- (c) *The consumption must be 100% higher than the previous three months and back to normal*

Councilman Workman made a motion to approve Bill No. 2020-1034 Leak Adjustment Policy; Councilman Doubek seconded.

Roll call vote:

Carmin Allen – Yes
Angela Thomas – Yes
Tyler DeWitt - Yes
Tom Workman – Yes
William Doubek – Yes

Motion carried.

Bill No. 2020-1035 MODOT Cost Share

AN ORDINANCE APPROVING A COST SHARE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION; CONFIRMING A PRIOR APPROPRIATION FROM THE SPECIAL ALLOCATION FUND FOR THE NEOSHO TAX INCREMENT FINANCE DISTRICT FOR THE CITY'S SHARE OF PROJECT COSTS; MAKING CERTAIN FINDINGS; AND PROVIDING FURTHER AUTHORITY.

Bill No. 2020-1035 was read in title only by Attorney Paul.

City Manager Kennedy addressed Council stating that this is to get Council approval for the round-about project at 86 & Hammer Road. During the August 18th, 2020 Council Meeting, Council approved funds to move forward with this project to place a round-about at 86 & Hammer Road.

Councilman Workman made a motion to approve Bill No. 2020-1035 MODOT Cost Share; Councilman Doubek seconded.

Roll call vote:

Angela Thomas – Yes
Tyler DeWitt - Yes
Tom Workman – Yes
William Doubek – Yes
Carmin Allen – Yes

Motion carried.

NEW BUSINESS

Public Hearing Bill No. 2020-1012 Amending C-2 General Business District

Public Hearing opened at 10:45 p.m.

There was nobody to speak.

Public Hearing Closed at 10:46 p.m.

Bill No. 2020-1012 Amending C-2 General Business District

AN ORDINANCE AMENDING CHAPTER 405 ZONING REGULATIONS, ARTICLE II DISTRICT REGULATIONS, BY REPEALING SECTION 405.120 DISTRICT "C-2" GENERAL BUSINESS DISTRICT AND ENACTING A NEW SECTION 405.120 DISTRICT "C-2" GENERAL BUSINESS DISTRICT.

Bill No. 2020-1012 was read in title only by Attorney Paul.

City Manager Kennedy addressed Council stating that the purpose of this Ordinance is to repeal the current C-2 classification under the 405-zoning code and replace with Bill No. 2020-1012. The Planning and Zoning Commission met on November 10, 2020 at 6 p.m. to discuss this request. They voted to recommend this change.

Councilman Workman made a motion to approve Bill No. 2020-1012 Amending C-2 General Business District; Councilwoman Thomas seconded.

Roll call vote:

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

Motion carried.

Public Hearing Bill No. 2020-1018 Amending C-3 Commercial Business District

Public Hearing opened at 10:47 p.m.

There was nobody present to speak.

Public Hearing Closed at 10:48 p.m.

Council Minutes – December 15, 2020

Bill No. 2020-1018 Amending C-3 Commercial Business District

AN ORDINANCE AMENDING CHAPTER 405 ZONING REGULATIONS, ARTICLE II DISTRICT REGULATIONS, BY REPEALING SECTION 405.130 DISTRICT “C-3” COMMERCIAL BUSINESS DISTRICT AND ENACTING A NEW SECTION 405.130 DISTRICT “C-3” COMMERCIAL BUSINESS DISTRICT.

Bill No. 2020-1018 was read in title only by Attorney Paul.

City Manager Kennedy addressed Council stating that the purpose of this Ordinance is to repeal the current C-3 classification under the 405-zoning code and replace with Bill No. 2020-1018. The Planning and Zoning Commission met on November 10, 2020 at 6 p.m. to discuss this request. They voted to recommend this change.

Councilman Workman made a motion to approve Bill No. 2020-1018 Amending C-3 Commercial Business District; Councilman Doubek seconded.

Roll call vote:

Tom Workman – Yes
William Doubek – Yes
Carmin Allen – Yes
Angela Thomas – Yes
Tyler DeWitt - Yes

Motion carried.

Public Hearing Bill No. 2020-1030 Rezoning Request for Taylor Asset Management Cash/Garland Douglas

Public Hearing opened at 10:52 p.m.

Attorney Steve Hays was present to speak on behalf of Taylor Asset Management. He stated that his client is liquidating properties and they currently have a buyer that would want to build duplexes. His client is asking to rezone their plot of land from R-1, First Housing District, to R-2, Second Housing District.

There were only two complaints: water use in the area is already low and citizens felt that this would put an even larger burden on the city's water pressure and two, this would cause issues with an increase in traffic on Cash Street.

Public Hearing closed at 10:55 p.m.

Bill No. 2020-1030 Rezoning Request for Taylor Asset Management Cash/Garland Douglas

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, REZONING THE BELOW DESCRIBED PROPERTY, , NEOSHO, NEWTON COUNTY, MISSOURI, FROM R-1, FIRST DWELLING HOUSE DISTRICT, TO R-2, SECOND DWELLING HOUSE DISTRICT, AS PETITIONED BY TAYLER ASSET MANAGEMENT.

Bill No. 2020-1030 was read in title only by Attorney Paul.

Economic Development Director Holcomb addressed Council stating that this rezoning request went before the Planning and Zoning Commission on November 10, 2020 at 6 p.m. The commission voted not to recommend

Council Minutes – December 15, 2020

this rezoning.

Discussion was held among the Council.

Councilman Doubek made a motion to approve Bill No. 2020-1030 Rezoning Request for Taylor Asset Management Cash/Garland Douglas; Councilman Workman seconded.

Roll call vote:

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

Motion carried.

Public Hearing Bill No. 2020-1031 Request for Annexation of 1062 Baxter Street James and Rhonda Ely

Public Hearing opened at 10:56 p.m.

There was nobody present to speak.

Public Hearing closed at 10:57 p.m.

Bill No. 2020-1031 Request for Annexation of 1062 Baxter Street for James and Rhonda Ely

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, ANNEXING THE BELOW DESCRIBED PROPERTY LOCATED IN NEOSHO, NEWTON COUNTY, MISSOURI ALL OF WHICH IS CONTIGUOUS WITH THE CITY OF NEOSHO, AS PETITIONED BY JAMES AND RHONDA ELY, UNDER ZONING DISTRICT R-1, FIRST DWELLING HOUSE DISTRICT CLASSIFICATION.

Bill No. 2020-1031 was read in title only by Attorney Paul.

Economic Development Director Holcomb addressed Council stating that this is a request to annex property at 1062 Baxter Street into the City Limits. The Planning and Zoning Commission met on November 10, 2020 at 6 p.m. to discuss this request. They voted to recommend this annexation as presented.

Councilman Doubek made a motion to approve Bill No. 2020-1031 Request for Annexation of 1062 Baxter Street for James and Rhonda Ely; Councilman Workman seconded.

Roll call vote:

Carmin Allen – Yes

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Council Minutes – December 15, 2020

Motion carried.

Public Hearing for Bill No. 2020-1032 Request for Annexation of 18732 Hwy 59 South for Elaine Walker Trust

Public Hearing opened at 10:58 p.m.

There was nobody present to speak.

Public Hearing closed at 10:59 p.m.

Bill No. 2020-1032 Request for Annexation of 18732 Hwy 59 South for Elaine Walker Trust

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, ANNEXING THE BELOW DESCRIBED PROPERTY LOCATED IN NEOSHO, NEWTON COUNTY, MISSOURI ALL OF WHICH IS CONTIGUOUS WITH THE CITY OF NEOSHO, AS PETITIONED BY ELAINE WALKER TRUST, UNDER ZONING DISTRICT C-3, COMMERCIAL BUSINESS DISTRICT CLASSIFICATION.

Bill No. 2020-1032 was read in title only by Attorney Paul.

Economic Development Director Holcomb addressed Council stating that this is a request to annex property at 18732 Hwy 59 South into the City Limits. The Planning and Zoning Commission met on November 10, 2020 at 6 p.m. to discuss this request. They voted to recommend this annexation as presented.

Councilman Doubek made a motion to approve Bill No. 2020-1032 Request for Annexation of 18732 Hwy 59 South for Elaine Walker Trust; Councilman DeWitt seconded.

Roll call vote:

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Motion carried.

Bill No. 2020-1036 Empire Electric Easement Relocation Request

AN ORDINANCE authorizing the City of Neosho, Missouri, to grant an easement to Liberty Utilities Services Corp., an Arizona Corporation, for the purpose of constructing and maintaining improvements for electric service on certain property located in Section 16, Township 24, Range 32, Newton County, Missouri; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Bill No. 2020-1036 was read in title only by Attorney Paul.

City Manager Kennedy addressed Council stating that this is to relocate and an easement on City Property located at 675 Radio Road. Empire Electric currently has an easement located at the above address and they are requesting to relocate the current easement to go around our lagoon. It currently goes over the middle of the lagoon and they

Council Minutes – December 15, 2020

wish to have it moved.

Councilman Workman made a motion to approve Bill No. 2020-1036 Empire Electric Easement Relocation Request; Councilman Doubek seconded.

Roll call vote:

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

Motion carried.

ADJOURN

Mayor Allen asked if there was any further business to come before Council, with no response, he asked for a motion to adjourn; a motion was made by Councilman Doubek; seconded by Councilman DeWitt.

Roll call vote:

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

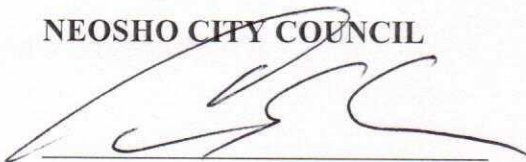
Tyler DeWitt – Yes

Motion carried.

Mayor Allen adjourned the regular session meeting at 11:01 p.m.

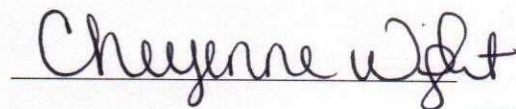
APPROVED

NEOSHO CITY COUNCIL



Mayor

ATTEST



City Clerk



AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, REZONING THE BELOW DESCRIBED PROPERTY, , NEOSHO, NEWTON COUNTY, MISSOURI, FROM R-1, FIRST DWELLING HOUSE DISTRICT, TO R-2, SECOND DWELLING HOUSE DISTRICT, AS PETITIONED BY TAYLER ASSET MANAGEMENT.

Whereas, an application has been filed by Tayler Asset Management for a zoning change of the following described property; and

Whereas, following proper notice, a public hearing was held before the Planning and Zoning Commission, and that said Commission has made its recommendation; and

Whereas, proper notice was given of a public hearing before the Planning and Zoning Commission, and that said hearing was held in accordance with the law.

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

Section 1: That the following described properties, Neosho, Newton County, Missouri; be, and the same is hereby rezoned from, R-1, First Dwelling House District., to R-2, Second Dwelling House District.

Legal description.

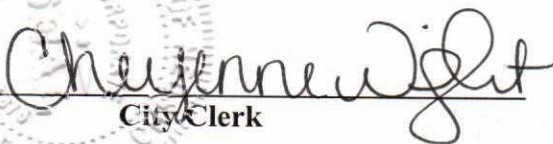
All of Lots 23,24,25,26, and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof

Section 2: This ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

APPROVED after final passage on this 5th day of January 2021.

ATTEST

CITY OF NEOSHO, CITY COUNCIL


City Clerk


Mayor

APPROVED:


City Attorney



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

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

INFORMATION

APPLICANT	PROJECT
Name <u>Taylor Asset Management LLC</u>	Project Location <u>15-9.0-30-003-013-001.000</u>
Address <u>5293 E. Baltic Ln.</u>	Existing Use <u>Single Fam</u>
Phone <u>Joplin, MO 64801</u> <u>417-424-5523</u>	Proposed Use <u>Duplex</u>
Contact Person Name <u>Steven Hays</u>	Existing Zone <u>R1</u>
Contact Person Phone <u>417-850-3050</u>	Proposed Zone <u>R2</u>

SIGNATURE OF OWNERS & DATE

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

MJ. Hays, member
Signature of Owner

09/18/2020
Date

Signature of Co-Owner

Date

Staff Use Only

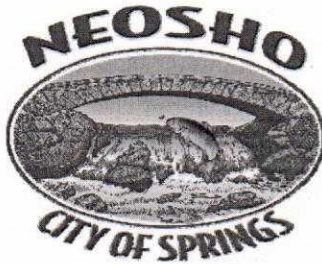
Application Accepted...

Date _____

Time _____

By _____

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



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

Neighboring property owners, within 200 feet of property proposed to be rezoned :

NAME	STREET ADDRESS-MAILING ADDRESS (if different)	PARCEL NUMBER
Jerry + Sharon Kimbrough	1400 Cash St.	159030003013001003
Andrew + Crystal Rhodes	1402 Cash St	159030003013006000
Larry Tanner	306 Barton Place	159030003013005000
Gregory + Spring Bradley	304 Barton Place	159030003013004000
Sobrad Properties LLC	302 Barton Place	159030003013003000
R + G Properties of Newton County LLC	300 Barton Pl.	159030003013002000
Alicia Eslick	1403 Garland Douglas	159030003013001001
Mark + Margaret Stevens	1406 Garland Douglas	159030003010006000
Sarah Bodine	1402 Garland Douglas	159030003010005000
Santiago + Ronda Ramirez	1400 Garland Douglas	159030003010005008
Meridith + Carrie Sampson	P.O. Box 21, Ravine	159030003010005009

Area map: This application must include a map showing all lots, streets and alleys in the area requested to be rezoned and the surrounding area within at least 300 feet. Map scale shall be one inch = 100 feet.

Neosho, MO



Legend

- Corporate Limit Line
- Road
- County Roads / City Streets
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- Railroad
- Parcel
- Parcel Number/Acres
- Owner Last Name
- Land Hook
- DASHED LAND HOOK
- SOLID LAND HOOK

Notes



1: 1,242

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

207.0 0 103.52 207.0 Feet

27.00
NCA



Image# 004777540002 Type: LAN
Recorded: 03/18/2014 at 08:41:20 AM
Total Amt: \$27.00 Page 1 of 2
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2014-00001576

BK 363 PG 1563



QUIT CLAIM DEED

Cash

THIS INDENTURE, Made and entered into this 6th day of February, 2014, by and between

GRANTOR: TAYLOR ASSET MANAGEMENT, LLC

of the county of GWINNETT, State of GEORGIA, party of the first part and

GRANTEE: ROBERT E. DAVES LIVING TRUST dated January 22, 2014

ADDRESS: 2100 E. 34th Place, Joplin, MO 64804

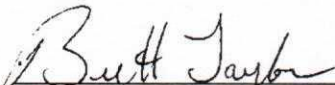
Of the county of Newton, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to it paid by the said party or parties of the second part, (the receipt of which is hereby acknowledged), does or do by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described lots, tracts or parcels of land lying, being and situated in the county of Newton, and State of Missouri, to wit:

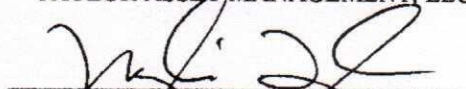
All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.


BRETT TAYLOR, Member

TAYLOR ASSET MANAGEMENT, LLC

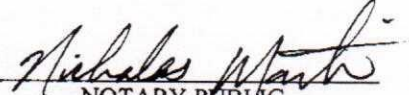

MYLI TAYLOR, Member

(LLC)
ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Gwinnett)SS

On this 10th day of February, 2014, before me personally appeared BRETT TAYLOR, to me personally known, who being by me duly sworn, did say that he is a Member of TAYLOR ASSET MANAGEMENT, LLC, a Limited Liability Company, of the State of Georgia, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and the said BRETT TAYLOR acknowledged said instrument to be his free act and deed and the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said County and State, the day and year last above written.

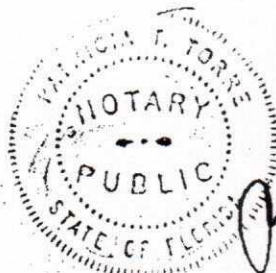

NOTARY PUBLIC
NICHOLAS MARTIN
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES APRIL 13, 2015

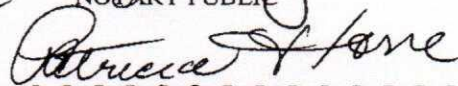
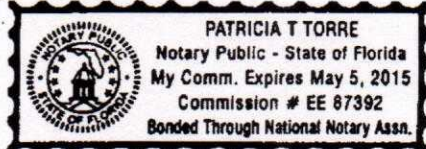
(LLC)
ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Pasco)SS

On this 6th day of Feb., 2014, before me personally appeared MYLI TAYLOR, to me personally known, who being by me duly sworn, did say that she is a Member of TAYLOR ASSET MANAGEMENT, LLC, a Limited Liability Company, of the State of Georgia, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and the said MYLI TAYLOR acknowledged said instrument to be her free act and deed and the free act and deed of said Limited Liability Company. And provided a Missoula Driver License

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said County and State, the day and year last above written.




NOTARY PUBLIC



\$27.00

Evenoon, Carlin
Po Box 605
Pineville, mo 64856

Image# 002943260002 Type: LAN
Recorded: 02/15/2007 at 09:06:03 AM
Total Amt: \$27.00 Page 1 of 2
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2007-00001260
BK 356 PG 1251



QUIT-CLAIM DEED

#8417 \$27.00

THIS INDENTURE Made on the 29th day of January Two Thousand and Seven, by and between BRETT TAYLOR and MYLI TAYLOR, Co-Trustees of the Harry J. Taylor Non-Marital QTIP Trust of the County of Newton, State of Missouri, Grantors and TAYLOR ASSET MANAGEMENT, LLC, a Georgia Limited Liability Company, of the County of Gwinnett, State of Georgia, Grantee.

(Mailing address of the first named grantee is 1751 Bergen Court, Lawrenceville, GA 30043)

WITNESSETH, that the said Grantors, in consideration of the sum of OTHER VALUABLE CONSIDERATION AND TEN AND NO/100 DOLLARS, to them paid by the said Grantee (the receipt of which is hereby acknowledged) do by these presents **REMISE, RELEASE** and **FOREVER QUIT CLAIM** unto the said Grantee, the following described lots, tracts or parcels of land, lying and situate in the County of Newton, State of Missouri, to-wit:

All of Lots 2 through 6 inclusive in Block 8; and All of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-division in the City of Neosho, Newton County, Missouri.

THE PURPOSE OF THIS QUIT CLAIM DEED IS TO CORRECT AN ERROR IN A PREVIOUSLY RECORDED QUIT CLAIM DEED, WHIH WAS RECORDED IN BOOK 355 AT PAGE 12139.

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

IN WITNESS WHEREOF, the said part Grantors hereunto set their hand and seal the day and year above written.

HARRY J. TAYLOR NON-MARITAL QTIP TRUST,

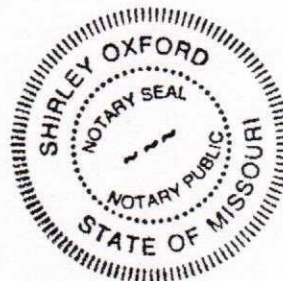
BY: Brett Taylor
BRETT TAYLOR
BY: Myli Taylor
MYLI TAYLOR
CO-TRUSTEES

In the State of Missouri County of McDonald, on this 27th day of January, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MYLI TAYLOR to me known to be the person described in and who executed the foregoing instrument and who acknowledged that she executed the same as her own free act and deed, and as Trustee of the Harry J. Taylor Non-Marital QTIP Trust.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Shirley Oxford
NOTARY PUBLIC

My Commission Expires: Jan 2, 2008



Holcomb, Rachel

From: Michael Kiele <mckiele@hotmail.com>
Sent: Monday, November 09, 2020 6:48 PM
To: Holcomb, Rachel
Subject: Taylor Asset Management Rezoning

Good evening,

WE wish to express our dissent for the rezoning of the properties in the Taylor Asset Management zone. There are numerous factors to be considered in expanding the area from single family houses to duplexes. One of the first considerations is the impact of the density in the area. This rezoning will increase the amount of traffic at an already unsafe location on Cash Street. As there is no plan available to view how many units would be built there, it could affect the quality of life in the surrounding single-family homes. Another consideration is that already marginal water pressure in the surrounding neighborhood would be adversely affected. If these were to be single family homes that fit into the surrounding configuration, it would lessen the impact on the infrastructure as well as the traffic situation.

Thank You,
Michael and Bethany Kiele
1312 Benton Ave.
Neosho, MO 64850
mckiele@hotmail.com

Holcomb, Rachel

From: Linda Baum <lindabaum135@gmail.com>
Sent: Tuesday, November 10, 2020 3:35 PM
To: Holcomb, Rachel
Subject: Fwd: Taylor's Asset Management Rezoning

----- Forwarded message -----

From: Linda Baum <lindabaum135@gmail.com>
Date: Tue, Nov 10, 2020, 3:29 PM
Subject: Taylor's Asset Management Rezoning
To: <rhlcomb@neoshomo.org>

As concerned homeowners we would like to voice some concerns with the new rezoning off Cash street. The new development would be concerning for the mere facts of we already lack water pressure in area. Secondly the traffic is horrendous in area. Least but not lastly, the homeowners property will depreciate substantially. Thank you for listening to our concerns.

Property Number

15-9.0-30-003-011-006.000

Owner - Mailing Address

TAYLOR ASSET MANAGEMENT, LLC
C/O:
5293 E. BALTIC LANE
JOPLIN MO 64801-0000

Situs Address

DBA:

Tax ID#

5-17678-0

Property Description

DOGWOOD ESTATES: LOT 2-3-4-5 & 6 BLK 8

Sec-Twp-Rng Land Type Lot Size Calc Acre
30-25-31 IT 125.65 X 357.86 IRR 1.00

Book-Page Date Acq City School Road Fire Amb Libr College Water Neo
356-01251 2007-02-15 5 5 5 0 4 5 1 0 6

TYPE	LAND VAL	STRUCT VAL	TOTAL VAL	TOTAL ASSESS
RES	\$12,400	\$0	\$12,400	\$2,360
AGR	\$0	\$0	\$0	\$0
COMM	\$0	\$0	\$0	\$0
VAC	\$0	\$0	\$0	\$0
TOTALS	\$12,400	\$0	\$12,400	\$2,360

#	AG LAND ACRES	GRADE	PER ACRE	VALUATION
---	---------------	-------	----------	-----------

LAND DATA											
CLASS	TYPE	AVG	DF	SFF	FF/ACRES	DEPTH	UNIT PRICE	DEPTH FAC	ADJ FAC	ADJ AMT	VALUATION
1	9	0	0	0	1.00	0.0	12400.00	0.00	0.00	0.00	12400.00

IMPROVEMENTS

Bldg No.	Struct	Yr Built	Yr Rem	Eff Yr	Stor	Bd Rm	Room	Class RateCd	Class Units	Const Units	Total Units	Base Rate	Adj Rate	Index	SqFt Cost	Base Area	Adj Area	Base Cost	Extra Feat	Replace Cost	Phy Cond	Adj Cond	Appraised Value
----------	--------	----------	--------	--------	------	-------	------	--------------	-------------	-------------	-------------	-----------	----------	-------	-----------	-----------	----------	-----------	------------	--------------	----------	----------	-----------------



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

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

INFORMATION

APPLICANT		PROJECT	
Name	<u>Taylor Asset Management LLC</u>	Project Location	<u>15-9.0-30-003-011-006.000</u>
Address	<u>5293 E. Baltic Ln</u>	Existing Use	<u>Single Fam</u>
Phone	<u>Doplin, MO 64801</u> <u>417-434-5523</u>	Proposed Use	<u>Duplex</u>
Contact Person Name	<u>Steven Hays</u>	Existing Zone	<u>R1</u>
Contact Person Phone	<u>417-850-3050</u>	Proposed Zone	<u>R2</u>

SIGNATURE OF OWNERS & DATE

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

[Signature], member
Signature of Owner

09/18/2020
Date

Signature of Co-Owner

Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

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



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

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

INFORMATION

APPLICANT	PROJECT
Name <u>Taylor Asset Management LLC</u>	Project Location <u>15-9.0-30-003-013-001.000</u>
Address <u>5293 E. Baltic Ln.</u>	Existing Use <u>Single Fam</u>
Phone <u>Joplin, MO 64801</u> <u>417-434-5523</u>	Proposed Use <u>Duplex</u>
Contact Person Name <u>Steven Hays</u>	Existing Zone <u>R1</u>
Contact Person Phone <u>417-850-3050</u>	Proposed Zone <u>R2</u>

SIGNATURE OF OWNERS & DATE

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

[Signature], member
Signature of Owner

09/18/2020
Date

Signature of Co-Owner

Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

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



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

Neighboring property owners, within 200 feet of property proposed to be rezoned :

NAME	STREET ADDRESS-MAILING ADDRESS (if different)	PARCEL NUMBER
Jerry + Sharon Kimbrough	1400 Cash St.	159030003013001003
Andrew + Crystal Rhodes	1402 Cash St	159030003013006000
Larry Tanner	306 Barton Place	159030003013005000
Gregory + Spring Bradley	304 Barton Place	159030003013004000
Sobrad Properties LLC	302 Barton Place	159030003013003000
R + G Properties of Newton County LLC	300 Barton Pl.	159030003013002000
Alicia Eslick	1403 Garland Douglas	159030003013001001
Mark + Margaret Stevens	1406 Garland Douglas	159030003010006000
Sarah Bodine	1402 Garland Douglas	159030003010005000
Santiago + Ronda Ramirez	1400 Garland Douglas	159030003010005008
Meridith + Carrie Sampson	P.O. Box 21, Ravine	159030003010005009

Area map: This application must include a map showing all lots, streets and alleys in the area requested to be rezoned and the surrounding area within at least 300 feet. Map scale shall be one inch = 100 feet.

27.00
NCA



Image# 004777540002 Type: LAN
Recorded: 03/18/2014 at 08:41:20 AM
Total Amt: \$27.00 Page 1 of 2
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2014-00001576

BK **363** PG **1563**



QUIT CLAIM DEED

Cash

THIS INDENTURE, Made and entered into this 6th day of February, 2014, by and between

GRANTOR: TAYLOR ASSET MANAGEMENT, LLC
of the county of GWINNETT, State of GEORGIA, party of the first part and

GRANTEE: ROBERT E. DAVES LIVING TRUST dated January 22, 2014
ADDRESS: 2100 E. 34th Place, Joplin, MO 64804

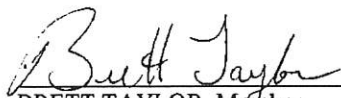
Of the county of Newton, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to it paid by the said party or parties of the second part, (the receipt of which is hereby acknowledged), does or do by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described lots, tracts or parcels of land lying, being and situated in the county of Newton, and State of Missouri, to wit:

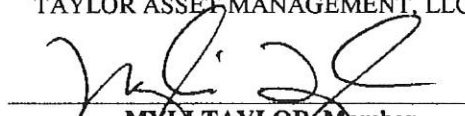
All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.


BRETT TAYLOR, Member

TAYLOR ASSET MANAGEMENT, LLC


MYLI TAYLOR, Member

\$27.00

Evenoon, Carlin
Po Box 605
Pineville, mo 64856

Image# 002943260002 Type: LAN
Recorded: 02/15/2007 at 09:06:03 AM
Total Amt: \$27.00 Page 1 of 2
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2007-00001260
BK 356 PG 1251



QUIT-CLAIM DEED

#8417 \$27.00

THIS INDENTURE Made on the 29th day of January Two Thousand and Seven, by and between BRETT TAYLOR and MYLI TAYLOR, Co-Trustees of the Harry J. Taylor Non-Marital QTIP Trust of the County of Newton, State of Missouri, Grantors and TAYLOR ASSET MANAGEMENT, LLC, a Georgia Limited Liability Company, of the County of Gwinnett, State of Georgia, Grantee.

(Mailing address of the first named grantee is 1751 Bergen Court, Lawrenceville, GA 30043)

WITNESSETH, that the said Grantors, in consideration of the sum of OTHER VALUABLE CONSIDERATION AND TEN AND NO/100 DOLLARS, to them paid by the said Grantee (the receipt of which is hereby acknowledged) do by these presents **REMISE, RELEASE** and **FOREVER QUIT CLAIM** unto the said Grantee, the following described lots, tracts or parcels of land, lying and situate in the County of Newton, State of Missouri, to-wit:

All of Lots 2 through 6 inclusive in Block 8; and All of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-division in the City of Neosho, Newton County, Missouri.

THE PURPOSE OF THIS QUIT CLAIM DEED IS TO CORRECT AN ERROR IN A PREVIOUSLY RECORDED QUIT CLAIM DEED, WHICH WAS RECORDED IN BOOK 355 AT PAGE 12139.

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

IN WITNESS WHEREOF, the said part Grantors hereunto set their hand and seal the day and year above written.

Taylor Asset Management

Two tracts requested to be re-zoned from R1 to R2

Subject Property

Legend

 Subject Re-Zoning Property

Google Earth

© 2020 Google

E Garland Douglas Dr

Cash St

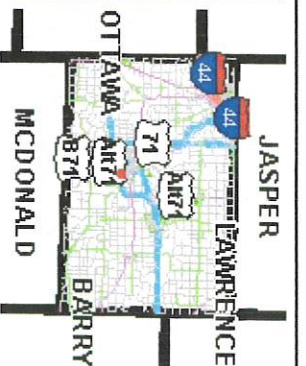
Barton Pl

Benton Ave

400 ft



Newton County, MO



- Legend**
- Road
 - County Roads / City Streets
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - Parcel
 - Corporate Limit Line
 - County Boundary

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



1: 1,242

207.0	0	103.52	207.0 Feet
-------	---	--------	------------

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION
accurate, current, or otherwise reliable

Notes

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Bill No. 2025-23: Amending Chapter 500 Buildings and Building Regulations: Site Survey

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Ordinance - Neosho - Amending 500.050 Amendments - Permits require survey and plans
-

PURPOSE:

The purpose of this item is to gain the council's approval to modify Chapter 500 and require site surveys for a building permit.

BACKGROUND:

The requirement for site plans will help ensure that mandatory setbacks are met and that access to existing easements and infrastructure is not interfered with. This will ease the permit approval process for the Building Inspector and Development Services.

RECOMMENDATION:

Staff recommends that the City Council authorize the change to Chapter 500.050.

AN ORDINANCE of the City of Neosho amending Chapter 500 Buildings and Building Regulations, Article II Building Code by repealing and replacing Section 500.050(B) Paragraph 3. Application for Permit to require survey and plans for building permits.

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

Section 1. That Chapter 500 Buildings and Building Regulations, Article II Building Code be amended by repealing and replacing Section 500.050 Amendments Paragraph (B)(3) Application for Permit to require survey and plans for building permits and the same be hereby adopted to read as follows:

“Chapter 500 Buildings and Building Regulations”

“Section 500.050 Amendments”

“B.3.

(a) When Permit Is Required. It shall be unlawful to construct, enlarge, alter, remove, demolish, or excavate for any building or change the occupancy of a building from one (1) use group to another, requiring greater strength, exit or sanitary provisions, or to change a building to a prohibitive use, or to construct a parking lot, or construct a retaining wall, or to occupy, use or permit the occupancy or use of a travel trailer or mobile home, or to install or alter any equipment for which provision is made or the installation of which is regulated by the Basic Code, without first filing an application with the Building Official in writing and obtaining a building permit therefor; except that ordinary repairs as previously defined, which do not involve any violation of the Basis Code, shall be exempt from this provision. This permit is for six (6) months and can be renewed at the option of the City. No permit will be required for any facility used as a temporary construction facility for the duration of construction or development period only. Said temporary construction facility must be on wheels or skids and its dimensions shall not exceed nine (9) feet by fifty (50) feet.

(b) Plans And Specifications. The permit application shall be accompanied by not less than two (2) copies of plans and specifications drawn to scale with sufficient clarity and detail dimensions to show the nature and character of the work to be performed. Whenever plans and specifications are required, they shall bear the signature or seal of an architect or engineer duly licensed by the State of Missouri. Plans and specifications are required for all commercial buildings, multi-family containing more than two (2) dwelling units.

(c) Plans And Specifications — Single- And Two-Family. The permit application shall be accompanied by a non-sealed drawing of proposed construction, including a plot plan drawn to scale with sufficient clarity and detail dimensions to show the nature and character of the work to be performed, as well as a sealed survey of the lot to be improved from a licensed Missouri surveyor; together showing building setbacks.

(d) Additions or Modifications --Permit applications that add or change a building's footprint of a structure shall be accompanied by a sealed survey of the lot the work is being performed from a licensed Missouri surveyor."

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

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Resolution Bill No. 2025-09: Memorandum of Agreement with Camp Crowder with the Neosho Fire Department

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Res. Bill No. 2025-09 Agreement w-Camp Crowder for Fire Protection
 2. MEMORANDUM OF AGREEMENT- Camp Crowder Neosho Fire Dept
-

PURPOSE:

To establish a Mutual Agreement between the Department of the Army and the Neosho Fire Department in the event of an emergency at Camp Crowder.

BACKGROUND:

The last time this agreement was updated was in 2019. They have a new Base Operations Supervisor of Camp Crowder and he has requested an updated MOA. Camp Crowder Training Center lacks the trained personnel and equipment required to respond to an emergency, i.e. fire, basic or advanced life support, hazardous material spill containment and special rescue events. This agreement between the Neosho Fire Department and the Department of the Army covers these types of situations. This MOA has been approved by the city Attorney.

RECOMMENDATION:

Staff recommends approval of the MOA and allowing the Fire Chief to sign.

Resolution Bill No. 2025-09

A RESOLUTION of the City of Neosho, Missouri, approving a Memorandum of Agreement between the City of Neosho Fire Department and the Department of the Army for the purpose of providing fire protection and emergency services to Camp Crowder Training Center and authorizing the Neosho Fire Chief to execute the same by and on behalf of the City of Neosho.

WHEREAS, Camp Crowder Training Center lacks the trained personnel and equipment required to respond to an emergency; and

WHEREAS, the City of Neosho Fire Department is equipped to provide emergency services; and

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

That the Memorandum of Agreement between the City of Neosho Fire Department and the Department of the Army for the purpose of providing fire protection and emergency services to Camp Crowder Training Center, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

BE IT FURTHER RESOLVED, the Neosho Fire Chief is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 1st day of April, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED AS TO FORM:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

SEAL

MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF THE ARMY AND THE NEOSHO FIRE DEPARTMENT

SUBJECT: Camp Crowder Training Center Emergency Response Agreement

1. Reference: AR 420-1, Title 42 USC
2. Purpose: To establish a Mutual Agreement between the Department of the Army and the Neosho Fire Department in the event of an emergency.
3. Issue: Camp Crowder Training Center lacks the trained personnel and equipment required to respond to an emergency i.e. fire, basic or advanced life support, hazardous material spill containment and special rescue events. It is required to enter into an agreement with a local emergency response organization in order to provide these services.
4. Scope: This agreement, entered into this March 20, 2025, between the Secretary of the Army acting according to the authority of Title 42 U.S. Code § 1856a-1 and the Neosho Fire Department is to secure for each the benefits of : mutual aid in fire prevention, the protection of life and property from fire, firefighting to include emergency services such as basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, trench, building, and confined space extractions.
5. Understandings, agreements and support and resource needs. It is agreed that:
 - a. On request to a representative of Neosho Fire Department by a representative of Camp Crowder Training Center, firefighting equipment and personnel of the Neosho Fire Department will be dispatched when available to any point within the area for which the Neosho Fire Department normally provides fire protection as designated by the representative of the Neosho Fire Department.
 - b. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
 - c. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of

SUBJECT: Camp Crowder Training Center Emergency Response

equipment and number of personnel to be dispatched will be determined by a representative of the responding organization.

(2) The responding organization will report to the Officer in Charge of the requesting organization at the location to which the equipment and personnel are to be dispatched and will be subject to the orders of the official.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Neosho Fire Department normally provides fire protection, the Chief of the Neosho Fire Department or his or her representative may assume full command upon arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

f. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

g. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by the Neosho Fire Department in carrying out this agreement will be owned by the Neosho Fire Department and all personnel acting for the Neosho Fire Department under this agreement will be an employee or volunteer member of the Neosho Fire Department.

6. Effective Date: This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving a thirty (30) day notice of said cancellation.

SUBJECT: Camp Crowder Training Center Emergency Response

AARON HOUK
Chief, Neosho Fire Department

1LT TANNER S. MCNUTT
Camp Crowder Base Operations Supervisor

(Date)

(Date)

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Resolution Bill No. 2025-10: Destruction of Records

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2025-10 Destruction of Records
 2. FD Destruction of Records
-

PURPOSE:

The purpose of this resolution is to comply with state procedures for the retention and destruction of municipal records.

BACKGROUND:

RSMo 109.230 states: The director shall, with due regard for the functions of the agencies concerned, and subject to the approval of the Secretary of the State: Public lists of records authorized for disposal or retention. City Code Section 110.390 states the City Clerk shall have custody of and shall safely keep the public records, original rolls of ordinances and resolutions of the City Council, such other records, documents and papers of public nature as may be delivered into his/her custody.

RECOMMENDATION:

Request the council's approval of Resolution Bill No. 2025-10.

Resolution Bill No. 2025-10

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, NOTIFYING THE COUNCIL OF THE DESTRUCTION OF CITY RECORDS.

WHEREAS, the Secretary of the State of Missouri has established a procedure for the retention and destruction of municipal records, and

WHEREAS, the City Clerk has processed Neosho records in accordance with the guidelines set out in said section, RSMo. 109.230 (4)

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

Section 1: That those city records which have met the retention requirements as set forth by RSMo. 109.230(4) and are recommended for disposal by the State of Missouri are attached hereto as Exhibit A and incorporated herein by reference.

Section 2: That the City Clerk as the Custodian of Records of the City of Neosho is hereby authorized to dispose of the city records listed in Exhibit A in accordance with RSMo. 109.230 (4).

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

ADOPTED this 1st day of April 2025.

CITY OF NEOSHO, CITY COUNCIL

Ashton Robinson, Mayor Pro Tem

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

City of Neosho

Records Program Disposition List

Fire Department

Submit Form to City Clerk

The following records have met their retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The officeholder with jurisdiction over these records may elect to take the following action: store the records, destroy the records, or de-accession the records. If the records are destroyed or donated to a local historical agency, the action should be recorded in the City Council minutes with the record series and inclusive dates.

The Record Series Title will be found on the record dispositions from the State of Missouri Secretary of States Office website.

Records to be destroyed are as follows:

Record Series Title:	Inclusive Dates (To/From):	Number of Boxes
RUN REPORTS Fire 006	1962 - 1975	1
RUN REPORTS Fire 006	SEP 1979 - DEC 1981	1
RUN REPORTS Fire 006	JAN 1982 - DEC 1983	1
RUN REPORTS Fire 006	JAN 1990 - JUL 1992	1
RUN REPORTS Fire 006	JAN 1988 - DEC 1989	1
RUN REPORTS	AUG 1992 - SEP 1994	1
RUN REPORTS	NOV 1995 - DEC 1996	1
RUN REPORTS	OCT 1994 - OCT 1995	1
RUN REPORTS	JUL 1998 - DEC 1999	1
RUN REPORTS	JAN 1997 - JUN 1998	1

I hereby certify to the best of my knowledge, that the records described herein are not needed in the transaction of current business and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further keeping. I also certify it has met the retention as governed by law.

Signature

Shelley Bringle

Title

Administrative Assistant

Date *03/28/2025*

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Resolution Bill No. 2025-11: Recodification of City Code

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Proposal for Codification Services for the City of Neosho

PURPOSE:

BACKGROUND:

RECOMMENDATION:



Proposal for Codification Services

PREPARED FOR:

City of Neosho, Missouri

PREPARED BY:

EMILY WOOD

CODIFICATION ACCOUNT MANAGER

ewood@generalcode.com

800.836.8834

DATE:

March 24, 2025

(Valid for six months)

Table of Contents

Executive Summary	2
<i>General Code's</i> Approach to Codification.....	4
The <i>General Code</i> Recommended Solution and Process	5
Project Materials	8
Investment Details and Options	9
Performance and Payment Schedule	10
Authorization and Agreement	11
Appendix.....	12
Additional Online Services	12

Executive Summary

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the City of Neosho's Code a more useful and effective resource for your community. The executive summary below serves as an overview for building a collaborative codification solution that can help the City achieve its goals.

Situation Analysis

The City of Neosho's Code was originally codified in 1995, and it was last updated in 2024. As a result, the Code may contain inconsistencies, errors and outdated information that could potentially affect the Code's enforceability and alignment with relevant Missouri statutes.

It is our understanding that the City would like a complete recodification, including a comprehensive review and update of the 1995 Code, to include all legislation of a general and permanent nature to Ordinance No. 570-2024. This process would ensure that legislation is up-to-date and is in line with Missouri statutes and the current needs of your constituents, in addition to making the overall Code consistent in organization, format, style, and content.

The City would also like to provide access to the Code and make it easier for constituents and staff to find information by implementing a fully searchable online version of its Code, housed on our unparalleled eCode360® platform.

Our Solution

Our comprehensive codification solution for Neosho includes:

- > **Supplement your Code**
At the start of the project, we will perform Supplement No. 28 to update the Code with legislation through Ordinance No. 570-2024.
- > **Create an Updated Code**
General Code® will provide the City with an updated Code that is clear and easy for your community to access and use.
- > **An Editorial and Code Analysis**
This process will identify conflicts, redundancies and inconsistencies in the Code and enable you to incorporate the necessary revisions to ensure that your Code is enforceable and fully complies with Missouri statutes.
- > **Update your online Code housed on our innovative eCode360 platform**
Once your new Code is ready, we will update your eCode360 site to make it available online to your community and staff.
- > **5 custom printed Code books, with an option for additional printed volumes**
We will provide you with 5 fully customized print copies of your new Code, with additional copies as requested.

Solution Benefits

A comprehensive codification solution from *General Code* will:

1. Deliver a Code that is always accessible to the public and up-to-date
2. Help you keep Neosho's Code enforceable
3. Improve transparency with constituents
4. Save Neosho's staff time and resources by empowering constituents to find Code information independently

Who Benefits?

1. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date and understandable format.
2. **Staff**—All staff members will be able to gather the information they need to answer questions from both citizens and other municipal officials.
3. **Planners/Developers**—Your new Code will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives.
4. **Attorneys**—Legal staff can draft and amend legislation more efficiently by using *eCode360* to research similar laws that other communities have passed.

Neosho's Investment

The price of *General Code*'s recommended solution will be \$15,700.

A detailed breakdown of the investment and available options can be found in the Investment Details and Options section on page 8.

General Code's Approach to Codification

Codification Powered by Code Review brings your code project to life during the milestones of your project. Code Review is a revolutionary Code review platform, shared interactively between the General Code project team and your review committee, that guides you through the stages of your Codification project.

Code Review, a secure, searchable platform, gives your codification stakeholders the ability to manage milestones, share and assign questions, and expedite the decision-making process. With digital access to all your relevant project documentation throughout the project, including the analysis, drafts and reference documents, our technology eliminates the need for paper reports, printed legal memorandums or Legal Workbooks.

Codification Powered by Code Review is a collaborative process that will guide you through each project stage. We will prepare and evaluate your legislation, prepare the Editorial and Code Analysis, and create your Digital Manuscript, so that you can easily access the project documents and make decisions.

This streamlined process allows users to collaborate, annotate, print and share comments among all committee members, while staying connected with your *General Code* Editor. It also will provide, as the project moves forward, a record or memorandum of the changes to be made, as users agree upon and make those decisions.

So how does it work?

When the Digital Manuscript and Editorial and Code Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a secure link to the online version of your in-process Code. We will facilitate a dedicated e-Learning workshop for your municipal officials, led by our *General Code* training specialist, to guide you through the features and functionality of the platform. *Codification Powered by Code Review* will include these supporting documents as the project progresses through the codification stages:

- > Code Project Contract
- > Code Project Guidelines
- > Digital Manuscript
- > Editorial and Code Analysis
- > Record of any changes to be made
- > Code Adoption Ordinance
- > Disposition List
- > Digital Drafts of your Code

Upon completion of the codification project and adoption of your new Code, the Code will seamlessly transition from the private *Code Review* platform to your public *eCode360* site and will house the adopted version of your Code, which is available to the public.

The *General Code* Recommended Solution and Process

Below is an outline of the process for completing your recodification project.

Project Launch

General Code will consult with Neosho's designated contact person to review the project generally and to clarify any initial questions for both *General Code* and the City. To begin the project, the City and *General Code* shall confirm the source materials for the project. For more detail, see the source materials listed on page 8.

Supplement No. 28 to the 1995 Code

General Code will supplement your current Code with uncodified legislation through Ordinance No. 570-2024, to provide ready access to the most up-to-date version of the existing Code until such time as publication of your new Code is completed.

Editorial and Code Analysis with Manuscript

The City's existing Code will be used as the Manuscript for the project. The Code will be supplemented just prior to preparation of the Editorial and Code Analysis in order to optimize the City's review of the Code, and also so that *General Code* is reviewing the most up-to-date material.

To accompany your updated Code, we will prepare an Editorial and Code Analysis for your review. Your project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be presented in a progressive format with option sets to guide the user in the decision-making process. City officials, including the City Attorney, will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Code Analysis will include the following:

- > Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- > Identification of duplications, conflicts and inconsistencies with Missouri statutes
- > Any practical recommendations to make your legislation more enforceable
- > Suggestions regarding fines, fees and penalties
- > Suggestions on ways to modernize your legislation

Your Responsibilities

The City will review the Editorial and Code Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the City officials and the City Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code.

Code Supplement

In order to minimize the timeframe during which the City's Code is out-of-date prior to publication, the Code will be supplemented just prior to preparation of the Draft. Once the Draft is prepared, supplementation of the prior Code shall be discontinued until Code publication is complete.

Final Editing of the Manuscript and Submission of the Draft

Once the Editorial and Code Analysis is returned, an editor will begin the final editing process. During this time, we will:

- > Edit the text to incorporate any revisions and additions previously approved in the Editorial and Code Analysis phase
- > Update the Table of Contents listing all chapters and articles included in the Code, as applicable
- > Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment
- > Proofread all copy to correct typographical and spelling errors

General Code will submit a Draft of the Code for final review by the City. With the submission of the Draft, the editorial work on your project will be completed; therefore, if the City requires any additional changes, further charges will apply.

Prepare Final Deliverables

Upon approval to proceed with the publication of your Code, we will prepare the following final deliverables:

- > **A Comprehensive Index**
We will provide you with an index that is designed to let you quickly and easily locate information in the Code.
- > **A Disposition List**
Your Code will include a Disposition List that sets forth—in chronological order—the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project. It will also indicate whether those items are included in or omitted from the Code.
- > **Code Adoption Legislation**
We will prepare adoption legislation for the proposed Code and give it to the City Attorney for review and enactment by the governing body. The Code should be adopted as soon as possible to formally enact the many revisions authorized by the City and establish the Code as the permanent enforceable system of law in the City. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Update your online Code housed on eCode360

Once the project has been completed, we will update the City's eCode360 with the new version of the City's Code.

Publish a Custom Printed Code

General Code will publish 5 printed copies of your Code excluding binders. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

Provide Ongoing Code Maintenance

The codification process is not truly over when your new Code is delivered. Your community will change and grow, and ultimately, your Code will evolve with it. In order to maintain your Code as an accurate and reliable resource, it is important that the City keeps the Code up-to-date after initial publication. *General Code*'s supplementation services are designed to make the process easy, fast and accurate.

Project Materials

Source Materials

General Code will use the following source materials for the codification project:

- > A copy of the City's 1995 Code, as updated to Ordinance No. 532-2024
- > Uncodified legislation adopted from Ordinance No. 531-2024 to Ordinance No. 570-2024

Project Scope

This proposal and the scope of this project consider only the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Neosho set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.

Special Consideration

General Code has identified the following specific special consideration that will be addressed by our staff as the project progresses:

- > Please note that this proposal provides for the print publication of the new Code, excluding binders. The City will reuse its existing *General Code* binders.

Investment Details and Options

Supplementation Price

\$350

Electronic Supplement 28 to update the Code with Ordinance No. 531-2024 to Ordinance No. 570-2024

Codification Project Price

\$15,350

Services included with the codification project:

- > Project Launch
- > Creation of a New Code, with Project Scope Including Legislation to Ordinance No. 570-2024
- > Editorial Work
- > Proofreading
- > Shipping

Initial deliverables included with the codification project:

- > Editorial and Code Analysis
- > Manuscript
- > Draft

Final deliverables included with the codification project:

- > Updated eCode360
- > eCode360 Search App
- > Publication of 5 Code Volumes excluding binders
- > Comprehensive Index
- > Disposition List
- > Customizable Tabs
- > Code Adoption Legislation

Please note: Code books in addition to the 5 Code books included in the Codification Project Price may be ordered through the publication date of your Code. Pricing is available upon request.

Ongoing Services

Supplementation

Charges for supplementation after Supplement No. 28 during the phases of the project are outside the scope of work and the base price of the project. Therefore, the City should budget separately for ongoing supplementation during the recodification project. *General Code* will also continue providing supplementation services after completion of the project.

Performance and Payment Schedule

Supplement Performance and Payment Schedule

Deliverables	Delivery Date	Payment Milestone
Electronic Supplement	Within 6 to 8 weeks of contract signing	100% of total supplementation price due upon posting of supplement on eCode360

Codification Performance and Payment Schedule

Deliverable	Delivery Date	Payment Milestone
Contract Signing	Within 30 days of contract signing	20% of total codification price due
*Submission of the Editorial and Code Analysis with Manuscript	Within 180 days of contract signing; the City has 100 days for review	40% of total codification price due
Submission of Draft	Within 145 days of receipt of responses to the Editorial and Code Analysis; the City has 45 days to review	30% of total codification price due
Delivery of the Code	Within 40 days of approval to proceed with the publication of the Code	Balance of total codification price due

Performance schedule reflects only business days excluding legal holidays.

**Code supplements shall be prepared prior to this stage to ensure that the Code remains up-to-date throughout the project.*

Code supplements after the first supplement shall be invoiced separately and are outside the scope of the project pricing. Estimates are available upon request.

Authorization and Agreement

The City of Neosho, Type 1S - Recodification, March 24, 2025

Supplementation Price

\$350

Codification Project Price

\$15,350

Total Investment

\$15,700

The City of Neosho, Missouri, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

City of Neosho, Newton County, Missouri

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Neosho for its records.

Scan and email the completed form to contracts@generalcode.com. You may also return it by mail to General Code, 781 Elmgrove Road, Rochester, NY 14624.

Appendix

Additional Online Services

MapLink™ powered by ZoningHub™

MapLink is a *Visual Zoning* service that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from *eCode360* in an interactive online map. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the City, which can help grow your community.

MapLink uses your municipality's existing GIS map information and seamlessly presents data from *eCode360*, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to *eCode360*, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.

eCode360 Enhanced Graphics™

eCode360 Enhanced Graphics can help drive economic development in your community by presenting an online Zoning Code that is clear, easy to understand and always up-to-date. *Enhanced Graphics* offers zoning specific features like integrated tables that allow users to view tables in context, multi-column layout options to accommodate natural image placement, searchable image captions, color coding to create easier navigation, and high-quality graphics. Every community is unique, so we also offer custom solutions tailored to suit your community's specific needs.

Custom I-Codes

Until now, no single publication has included both ICC I-Code building regulations and local amendments in an integrated form. Our solution will create a single central repository for your adopted Building Code regulations that is intuitive, searchable, and linked to your municipal Code. This solution will eliminate the need to separately manage state adopted I-Codes and your local amendments, and make your Building Code regulations available from anywhere at any time, even if the City only has one set of printed books.

Application Programming Interface

Application Programming Interfaces (API) make it possible for your Code in *eCode360* to "talk" with additional external systems to share information. *General Code* has APIs that deliver structured Code information contained in *eCode360* to external systems, including legislation drafting, parcel management, municipal websites, enterprise content management (ECM), permitting, GIS-based interactive maps, code enforcement, law enforcement, and more.

For more information on our additional online services please contact us at
sales@generalcode.com



REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: City of Neosho GoGov App

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION: