

NOTICE OF OPEN MEETING

Posted 5:00 p.m., May 2, 2025

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, May 6, 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. April 15, 2025 Open Session Council Minutes
2. April 22, 2025 Special Session Council Minutes
3. Bill No. 2025-27: Contract with Marion Group Construction for T-Hangar Construction
4. Bill No. 2025-28: Contract with QT-Pod, LLC. for Self-Serve Point of Sale Fuel Payment at the Airport
5. Amendments to Liberty Utility Contract

VISITOR'S BUSINESS

UNFINISHED BUSINESS

1. Bill No. 2025-26: Police Facility Group Architect Contract for the Construction of the Public Safety Center
2. 1124 Skyline Drive - Utility High Read

AWARDS AND PRESENTATION

1. Adam Worster - Inspector of Stormwater Certification

PROCLAMATION

1. Proclamation

BIDS

1. Rope and Rescue Equipment

NEW BUSINESS

1. Bill No. 2025-29: Declaring 225 N Washington Street (Twin Rivers Building) Surplus
2. Bill No. 2025-30: Amending Section 210.070 of the City Code: Keeping of Fowl
3. Bill No. 2025-31: MoDot Cost Apportionment Agreement
4. Bill No. 2025-32: Agreement for Professional Engineering Services with Waters Edge

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5. Resolution Bill No. 2025-16: Blue Shield Program for Neosho Police Department
6. Chamber of Commerce Update
7. Request for Closure of Square for All School Reunion Event
8. Withdrawal from RTP High Grounds Trail Grant (2022-04)
9. Lower High School Branch Extension - Brook/McCord Street to Summit/Valley Street

REPORT OF CITY OFFICERS

1. Airport Update
2. Ravenwood Circle
3. Square Update

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
April 15, 2025 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Jeremy Pinson opened with prayer and Mayor Davidson led the pledge of allegiance.

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

There were none absent.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

CONSENT AGENDA

Councilman Cobb made a motion to approve the consent agenda to include:

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Bill No. 2025-20

Bill No. 2025-21

Bill No. 2025-22

Bill No. 2025-23; Councilman Workman seconded.

Roll call vote:

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

No: None

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Abstain: None
Passed.

UNFINISHED BUSINESS

Bill No. 2025-24: Canvassing the Returns of the April 8, 2025 Municipal Election for Council Member Seats...UNDER EMERGENCY MEASURE...1ST, 2ND & 3RD READINGS

AN ORDINANCE of the City of Neosho, Missouri, canvassing the returns of the municipal election held Tuesday, April 8, 2025, submitting to the qualified voters of said city, candidates for the office of City Council Member for Ward 4 and At Large and declaring the results thereof UNDER EMERGENCY MEASURE so as to comply with provisions in the City Charter.

City Attorney Snyder read Bill No. 2025-24 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2025-24; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2025-25: Canvassing the Returns of April 8, 2025 Municipal Election-Use Tax...UNDER EMERGENCY MEASURE...1ST, 2ND & 3RD READINGS

AN ORDINANCE of the City of Neosho, Missouri, canvassing the returns of the municipal election held Tuesday, April 8, 2025, submitting to the qualified voters of said city, to impose a use tax for general revenue purposes at the rate of three percent (3.0%) and declaring the results thereof UNDER EMERGENCY MEASURE so as to comply with provisions of the City Charter.

City Attorney Snyder read Bill No. 2025-25 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2025-25; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

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ADJOURN...SINE....DIE

Mayor Davidson called for an adjourn sine die of the city council.

Councilman Collinsworth made a motion to adjourn sine die; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourn sine die the city council at 7:05 p.m.

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS

City Clerk Wright administered the oaths of office to Carl Cobb and Angela Thomas.

RECONVENED SESSION

City Clerk Wright reconvened the city council meeting at 7:07 p.m.

ELECTION OF MAYOR (Conducted by the City Clerk)

City Clerk Wright called to order the city council meeting and called for nominations for mayor.

Carl Cobb nominated Tom Workman for Mayor.

Charles Collinsworth nominated Richard Davidson for Mayor.

Tom Workman for Mayor

Carl Cobb - No

Charles Collinsworth - No

Richard Davidson - No

Julie Humphrey - No

Ashton Robinson - No

Angela Thomas - No

Tom Workman - No

Motion Failed.

Richard Davidson for Mayor

Charles Collinsworth - Yes

Richard Davidson - Yes

Julie Humphrey - Yes

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Ashton Robinson - Yes
Angela Thomas - Yes
Tom Workman - Yes
Carl Cobb - Yes
Motion carried.

Richard Davidson took the seat of Mayor.

ELECTION OF MAYOR PRO TEMPORE (Conducted by the Mayor)

Mayor Davidson opened the floor for nominations for Mayor Pro Tempore.

Carl Cobb nominated Tom Workman for Mayor Pro Tem.

Charles Collinsworth nominated Ashton Robinson for Mayor Pro Tem.

Tom Workman for Mayor Pro Tempore
Richard Davidson - No
Julie Humphrey - Yes
Ashton Robinson - No
Angela Thomas - Yes
Tom Workman - No
Carl Cobb - Yes
Charles Collinsworth - No
Motion failed.

Ashton Robinson for Mayor Pro Tempore
Julie Humphrey - No
Ashton Robinson - Yes
Angela Thomas - No
Tom Workman - Yes
Carl Cobb - No
Charles Collinsworth - Yes
Richard Davidson - Yes
Motion carried.

Ashton Robinson was appointed to Mayor Pro Tempore.

VISITOR'S BUSINESS

Maxim Golf LLC - Golf Course Financial Update

Brian Minnis with Maxim Golf was present to update the council on the golf course.

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Brad Taylor - Safety of Pedestrians in Downtown Square Area

Brad Taylor addressed the City Council requesting more safety for the downtown area of Neosho. He would like to request more speed limit signs in the downtown area and crosswalks in the downtown area.

Esther Flores - Change to Section 270.070 City Code

Esther Flores addressed the city council regarding Section 210.070 regarding chicken coop restrictions. She spoke regarding the chicken coop restriction on how close the coop can be to your personal dwelling.

BIDS

Sale of City Vehicles-Equipment

City Manager Kennedy addressed the city council stating that the city sent out multiple vehicles and one tractor for sale bid and received the bids from Ringwood Motors, Shane Lake, Terry Hurn and Tim Caya. Ringwood Motors was awarded the bid for the 2019 Dodge Charger \$4,280.00 and 2015 Ford Super Crew F350. Shane Lake was awarded the 2005 Ford F250 in the amount of \$11,150.00. Terry Hurn was the only person to bid on the 2014 Kioti Tractor, however this was under bid for \$3,500.00. Tim Caya was awarded the bid for the 2014 Dodge Charger in the amount of \$5,427.00.

Councilman Cobb made a motion to approve the sale of city vehicles to the highest bidders listed; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Construction Bids for T-Hangar Project

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for a contract for the construction of a 5-unit airplane T-Hangar at Hugh Robinson Airport. The city was awarded a MoDot Aviation Grant to construct a 5-unit airplane T-Hangar at the Hugh Robinson Airport. Two sealed bids were received and opened on March 28, 2025. Marion Company, LLC, bid \$747,000 for the project and Branco Enterprises bid for the project at \$808,982.63. The engineers estimated construction costs were \$755,000.00. Both bids meet the requirements for a qualified bidder. Staff recommends council accept the bid from Marion Company, LLC for \$747,000.

Councilman Collinsworth made a motion to approve the bid from Marion Company ; Councilman

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Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2025-26: Police Facility Group Architect Contract for the Construction of the Public Safety Center

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement with Police Facility Design Group, P.A., a Kansas professional association, for the purpose of providing architectural planning and design services for the construction of a police and fire facility; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2025-26 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2025-26; Councilman Workman seconded.

Fire Chief Houk and Police Chief Baird addressed the council regarding the selection of the architect for the Public Safety Facility.

Roll call vote:

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

No: None

Abstain: None

Passed.

City Manager addressed the city council after the vote.

He would like to know how to proceed with this project: design/bid/build or CMAR (Construction Manager at Risk).

Mayor Davidson asked the council if they would like to give the City Manager authorization to move forward with CMAR for this project with a full consensus of the council.

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Bill No. 2025-27: Contract with Marion Group Construction for T-Hangar Construction

AN ORDINANCE of the City of Neosho authorizing an Agreement for Construction Services with Marion Company, LLC, a Missouri limited liability company, d/b/a Construction Services Group, for the purpose of performing construction services to construct a five (5) Unit T-Hangar at the Neosho Hugh Robinson Airport for the not to exceed price of Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2025-27 in title only.

Councilwoman Robinson made a motion to approve and discuss Bill No. 2025-27; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the contract with Marion Group Construction for the construction of the Airport T-Hanger.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2025-28: Contract with QT-Pod, LLC. for Self-Serve Point of Sale Fuel Payment at the Airport

AN ORDINANCE of the City of Neosho, Missouri, authorizing a Subscription Service Agreement by and between the City of Neosho and QTPOD, LLC, an Oregon limited liability company, for the purpose of providing Siteminder Fuel Management Software for the Self-Serve Terminal at the Neosho Hugh Robinson Memorial Airport for the term of one year and each year thereafter by annual appropriations; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2025-28 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2025-28; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for an agreement with QT-Pod, LLC to provide point of sale fuel payment services for the airport. QT-Pod, LLC. has provided an automated fuel payment system at the airport since the city purchased their terminal system in 2019. This service is necessary for the self-serve terminal to function. The city has added wireless communication to the system and will no longer be using a cellular based communication system. This will save the city \$480.00 over the next year. The standard annual rate is \$1195.00 per year. Staff recommends that the City Council approve the agreement with QT-Pod, LLC.

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Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-11: Recodification of City Code

A RESOLUTION of the City of Neosho, Missouri, approving an Agreement between the City of Neosho and General Code, LLC, a Missouri foreign limited liability company, for the purpose of providing codification services for the City of Neosho Code of Ordinances and authorizing the City Manager to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Resolution Bill No. 2025-11 in title only.

Councilman Cobb made a motion to approve and discuss Resolution Bill No. 2025-11; Councilwoman Thomas seconded.

City Clerk Wright addressed the city council stating that the purpose of this item is to seek approval for the recodification of the city code. Supplements to the code have been made every year, supplementing in the codes passed by the council the previous year. However, there has not been a recodification of the code since 1999. General Code will go through the city's entire code, ensuring that no codes are in conflict with each other and ensuring that no codes are in conflict with state statute and also supplement the current state statute into our code. This is recommended to be done every ten to fifteen years.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-12: Memorandum of Agreement between Camp Crowder and the Neosho Police Department

A RESOLUTION of the City of Neosho, Missouri, approving services by the City of Neosho Police Department for the Department of the Army for the purpose of providing periodic surveillance and response to alarms to Camp Crowder Training Center and authorizing the Neosho Police Chief to execute acknowledgement of the same by and on behalf of the City of Neosho.

City Attorney Snyder read Resolution Bill No. 2025-12 in title only.

Councilwoman Thomas made a motion to approve and discuss Resolution Bill No. 2025-12; Councilman Workman seconded.

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Police Chief Baird addressed the city council, stating that the purpose of this item is to seek approval for an MOU with the Police Department and Camp Crowder. 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. This agreement between the Neosho Police Department and the Department of the Army covers these types of situations. The city Attorney has approved this MOA.

Roll call vote:

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

No: None

Abstain: None

Passed.

14990 Mallard Drive Water Connection for Future Annexation

The Development Services Director addressed the city council stating that 14990 Mallard Drive has applied for annexation into the city. They were originally going to dig a well, however the cost was \$60,000 and they would like to request the council's approval to hook up to city utilities now and then to move forward with the annexation process. It will be July 1st before this is annexed.

Mayor Davidson made a motion to approve the connection to water utilities with the condition of annexing in the property; Councilwoman Thomas seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

1124 Skyline-High Utility Read

Public Works Director Siler addressed the city council regarding the high utility read at 1124 Skyline Drive. We are confident that the meters did not fail due to the water main break close to his house.

Finance Director Forest addressed the city council stating that with the occupant stating that he has a water softener in his house, staff began looking into this. There were issues that came up with water softeners/filters. Staff spoke with Amanda Kriesch prior to the council meeting, and she stated that the water filter system does not hook into the system. Staff have done everything up to this point that we can do by city code.

Karl Kriesch stated that he did not have any leaks at his residence. He knows that it was not a toilet, and he does not have a water softener but water filters that just filter the water into the house. He feels that this has to be a public works issue.

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Forest stated that she reached out to the Diamond, MO water utility and they have the AMR that does reads every four hours and a leaking toilet can use 10,000 gallons of water in that time span. This has been documented with their system over and over.

Mayor Davidson directed staff to bring this back to the next council meeting to allow council time to research this issue more and reach out to the City Manager with any questions.

REPORT OF CITY OFFICERS

March Financial Reports

Finance Director Forest updated the council on the March Financials.

Local Government Week

Public Information Officer Johnson addressed the city council about Local Government the week of May 4th through the 10th. May 8th we would like to host a Coffee with the Council in the Council Chambers from 7:30 a.m. to 9 a.m.

Work Session Discussion

City Manager Kennedy addressed the city council and asked for a work session with council next Tuesday.

The council decided on meeting April 22nd at 7 p.m.

APPOINTMENTS AND VACANCIES

Neosho Housing Authority Board

Request for Reappointment from Jacob Evans

Golf Course Board

Jay Boice Letter of Resignation

Councilman Cobb made a motion to approve the request for reappointment for Jacob Evans and the resignation of Jay Boice; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

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CLOSED SESSION

Mayor Davidson made a motion to to go into closed Session under 610.021 (1), (2) and (3); Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson closed the open session at 8:14 p.m.

Mayor Davidson reconvened the open session at 9:32 p.m. and announced that three votes were taken.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the April 15, 2025, Council Meeting at 9:33 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

MINUTES
NEOSHO CITY COUNCIL
April 22, 2025 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

There were none absent.

CITY OFFICERS PRESENT:

David Kennedy, City Manager and Cheyenne Wright, City Clerk, minutes taken by clerk.

NEW BUSINESS

Resolution Bill No. 2025-13: Authorizing the Application for a Community Development Block Grant for the Freeman Extension Stormwater Project

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

City Clerk Wright read Resolution Bill No. 2025-13 in title only.

Councilman Cobb made a motion to approve and discuss Resolution Bill No. 2025-13; Councilman Workman seconded.

Development Services Director Leavens addressed the city council stating that this CDBG grant application is for the Freeman Extension Stormwater Project.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-14: Authorizing the Application for a Community Development Block Grant for the Buffalo Creek Lift Station Project

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING

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THE MAYOR AND CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING FOR FLOOD PROTECTION.

City Clerk Wright read Resolution Bill No. 2025-14 in title only.

Councilman Collinsworth made a motion to approve and discuss Resolution Bill No. 2025-14; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the application of the CDBG Grant for the Buffalo Creek Lift Station Project.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-15: Authorizing the Application for a Community Development Block Grant for the Waldo Hatler Detention Ponds Project

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

City Clerk Wright read Resolution Bill No. 2025-15 in title only.

Councilwoman Thomas made a motion to approve and discuss Resolution Bill No. 2025-15; Councilman Cobb seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the application for a CDBG Grant for the Waldo Hatler Detention Ponds Project.

Roll call vote:

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

No: None

Abstain: None

Passed.

WORK SESSION

The mayor stated that we will now move into the work session for council and staff.

Parks and Recreation Discussion

Parks and Recreation Director Balls addressed the city council stating that he would like to speak to the council tonight about the growth of our parks and upgrades to our parks. Benton Park we would like to see as a green space due to this park being located in the flood plain, however we would like to continue with a small

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community park for that area at the front end. We would like to furnish this park with park benches, swing sets, picnic tables and bbq grills.

Discussion followed.

The city was denied the grant for Scenic Park, however the city has budgeted the cost match and would like to move forward with the pavillion and new parking lot and then move forward with the sidewalks and restrooms for this park during the next budget year and continue the upgrades to this park in phases.

Discussion followed.

City Manager Kennedy addressed the council stating that Proposition A did not pass. However, I said through many town hall meetings that this project will not be put to the side if Proposition A does not pass. It would just be funded and built in a different way by phasing in parts of the project.

Parks Director Balls stated that even with phases we still need to have an architect design to work off of. We will work fund the project through phases through our budgeting process, by applying for grants, and also receiving donations.

Kyle McCawley with Water's Edge, stated that he has worked with other cities in phases. Kathe Kristek with Sapp Designs stated that by creating your design imprint, you have everything in place for your future phases. In the initial design, we would ensure that your transformers are large enough, the sewer lines are large enough to manage a pool when it comes online and that that infrastructure is all in place to hook into at a later phase. The timeline for work to start would be 6-8 months after the master plan has been approved by the city.

Discussion followed.

Drainage

Development Services Director Leavens addressed the city council stating that the Freeman Road stormwater project was extended for the lower high school branch. This project will go from Wheeler Street to N. Lincoln Street to Adams Street to Valley Street to Brook Street.

The hour for the work session was up and it was decided to bring the Airport, Lampo Building and City Event's Security work session items to the council under Report of City Officers.

ADJOURN

The agreed upon timeframe was expended, so the mayor asked for a motion to adjourn.

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the April 22, 2025 Special Session/Work Session at 8:01 p.m.

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APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Bill No. 2025-27: Contract with Marion Group Construction for T-Hangar Construction

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

- 1. Bill No. 2025-27 Contract with Marion Co -for Construction of a 5 Unit T-Hangar - 2025**
 - 2. Contract with Marion Company - 5 Unit T-Hangar - 2025**
-

PURPOSE:

The purpose of this item is to gain the council's approval of a contract with Marion Company, LLC for construction of a 5-unit airplane T-Hangar at the Hugh Robinson Airport.

BACKGROUND:

Marion Company, LLC was the low bidder to construct a 5-unit airplane T-Hangar at the Hugh Robinson Airport under a MoDOT Aviation Grant. The bid was for \$747,000 with the city's portion under the grant to be 10% of the cost.

RECOMMENDATION:

Staff recommends the City Council approve the contract for Marion Company, LLC.

AN ORDINANCE of the City of Neosho authorizing an Agreement for Construction Services with Marion Company, LLC, a Missouri limited liability company, d/b/a Construction Services Group, for the purpose of performing construction services to construct a five (5) Unit T-Hangar at the Neosho Hugh Robinson Airport for the not to exceed price of Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Marion Company, LLC, a Missouri limited liability company, d/b/a Construction Services Group, for the purpose of performing construction services to construct a five (5) Unit T-Hangar at the Neosho Hugh Robinson Airport for the not to exceed price of Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of May, 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 Marion Company, LLC, a Missouri limited liability company, d/b/a Construction Services Group, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of performing construction services to construct a five (5) unit T-Hangar at the Neosho Hugh Robinson Airport, 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 construction services to construct a five (5) unit T-Hangar at the Neosho Hugh Robinson Airport, 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 the specified time per Exhibit A and B, from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct a five (5) unit T-Hangar:

- a. Mobilization (NTE 10% of Total Bid Amount) \$71,000.00;
- b. Temporary Marking, lighting and barricades \$17,300.00;
- c. Saw Cut (unit price \$66.15 per LF) \$14,751.45;

- d. Remove existing concrete pavement (unit price \$48.73 S.Y.) \$11,451.55;
- e. Remove Existing Aggregate Base Course (unit price \$48.73 S.Y.) \$11,451.55;
- f. Remove portion of Underdrain System \$1,500.00;
- g. Haul Road, staging area and site restoration \$4750.00;
- h. Construct 5-Unit T-Hangar \$569,994.67;
- i. Construct Hangar Approach (unit price \$132.94 S.Y.) \$44,800.78

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 Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00) – the full amount of this contract – within thirty (30) 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 \$2,100.00 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

Marion Company, LLC
ATTN: Tyler Marion
12451 Highway 59
Neosho, MO 64850

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

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 Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00)– 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 fifteen (15) 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 Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00)– 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 fifteen (15) 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

MARION COMPANY, LLC

Richard Davidson, Mayor

Tyler Marion, President

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Bill No. 2025-28: Contract with QT-Pod, LLC. for Self-Serve Point of Sale Fuel Payment at the Airport

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

- 1. Bill No. 2025-28 Authorizing QTPOD Fuel Mang Software - Airport Terminal**
 - 2. QTpod - Subscription Agreement 2025 FINAL**
-

PURPOSE:

The purpose of this item is to gain the City Council's approval of an agreement with QT-Pod, LLC to provide point of sale fuel payment services for the airport.

BACKGROUND:

QT-Pod, LLC. has provided an automated fuel payment system at the airport since the city purchased their terminal system in 2019. This service is necessary for the self-serve terminal to function. The city has added wireless communication to the system and will no longer be using a cellular based communication system. This will save the city \$480.00 over the next year. The standard annual rate is \$1195.00 per year.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with QT-Pod, LLC.

AN ORDINANCE of the City of Neosho, Missouri, authorizing a Subscription Service Agreement by and between the City of Neosho and QTPOD, LLC, an Oregon limited liability company, for the purpose of providing Siteminder Fuel Management Software for the Self-Serve Terminal at the Neosho Hugh Robinson Memorial Airport for the term of one year and each year thereafter by annual appropriations; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and QTPOD, LLC, an Oregon limited liability company, for the purpose of providing Siteminder Fuel Management Software for the Self-Serve Terminal at the Neosho Hugh Robinson Memorial Airport for the term of one year and each year thereafter by annual appropriations; 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 1st 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



2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of the 1st of the month following installation of the M4000 ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and CITY OF NEOSHO ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term.**"

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web-based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing,

each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. Cardholder and Transaction Information.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. Excused Non-Performance.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the

provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QTPOD, LLC
2605 Trade Centre Ave., Ste. B
Longmont, CO 80503

Attention: _____

Email: _____

Address for Notice:

City of Neosho
203 E Main Street
Neosho, MO 64850

Attention: Development Services

Email: rleavens@neoshomo.gov

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b)

constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words “includes” and “including” are not limited in any way and mean “including without limitation.” The word “or” is not exclusive and includes “and/or.” The word “will” is a synonym for the word “shall.” Reference to a “person” includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QTPOD, LLC

City of Neosho

By: _____

By: _____

Name: _____

Name: Richard Davidson

Title: _____

Title: Mayor

Exhibit 1

Fees

1. Fee Plans

The following Fee Plans are available. Please select one.



Base Plan—\$1195 per unit, per year, \$4780 for five years if prepaid

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates



Premium Plan—\$1,995 per unit, per year (Post-Warranty)

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. Cellular Option



The Services may be accessed through a cellular plan established by QTPOD at a cost of \$480 per unit, per year

3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (“**Uptime Percentage**”). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, “**Downtime**” includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer’s applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Amendments to Liberty Utility Contract

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Electrical agreement amendments 9

PURPOSE:

To seek Council approval of the amendment of the contract with Liberty Utilities.

BACKGROUND:

There are 9 amendments for the replacement of non-working streetlights with LEDs in multiple neighborhoods. The total reduction in the monthly electric bill for street lights will be -\$17.43.

RECOMMENDATION:

The City Staff recommends the Council approve the contracts and authorize the mayor to sign the noted amendments.

Service
Notification #

590000059623

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **24th** day of **April, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	NE Corner Grant & Young	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 294.05	
Remove	NE Corner Grant & Young	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 294.05	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.58	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.58
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.80
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.63
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____
Clerk of Neosho By _____ Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	442	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	224
11,000L - 250W	11	16,000L - 150W	161	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059623

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.58

\$60,318.03

\$670,200.33

The Empire District Electric CompanyCompany Representative Completing Contract: Shane Grooms

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Service
Notification #

590000059232

The Empire District Electric Company***Request for Change in Street Lighting Service***

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **25th** day of **April, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Dewey & Jefferson	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 294.05	
Remove	Dewey & Jefferson	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 294.05	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.58	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.58
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.80
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.63
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By _____

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	442	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	226
11,000L - 250W	11	16,000L - 150W	159	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059232

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.58

\$60,331.63

\$670,351.49

The Empire District Electric CompanyCompany Representative Completing Contract: Shane Grooms

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

SA 22A 9/18
Service
Notification #

590000059225

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the City of Neosho hereinafter called CITY, on the 24th day of April, 2025 The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	824 Riverside DR	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 294.05	
Remove	824 Riverside DR	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 294.05	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.58	

The CITY agrees that the AGREEMENT shall be amended as follows:

C Total Facility Usage Charge for this Request (Total Line B)	\$75.58
D Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.80
E Annual Energy Charge for this Request (Total Line A)	-\$33.43
F Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.63
G Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____ By _____
Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	442	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	225
11,000L - 250W	11	16,000L - 150W	160	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059225

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.58

\$60,324.83

\$670,275.91

The Empire District Electric Company

Company Representative Completing Contract: Shane Grooms

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Service
Notification #

590000059222

The Empire District Electric Company**Request for Change in Street Lighting Service**

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the

25th day of **April, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	720 S Wood	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 294.05	
Remove	720 S Wood	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 294.05	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.58	

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Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____
Clerk of Neosho By _____ Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	442	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	227
11,000L - 250W	11	16,000L - 150W	158	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059222

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.58

\$60,338.44

\$670,427.07

The Empire District Electric CompanyCompany Representative Completing Contract: Shane Grooms

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

SA 22A 9/18
Service
Notification #

590000059206

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the City of Neosho hereinafter called CITY, on the 25th day of April, 2025 The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Police Dept. Parking Lot	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 294.05	
Remove	Police Dept. Parking Lot	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 294.05	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.58	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.58
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.80
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.63
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____ By _____
Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	442	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	228
11,000L - 250W	11	16,000L - 150W	157	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059206		DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
\$75.58	\$60,345.24	\$670,502.65

The Empire District Electric Company

Company Representative Completing Contract: Shane Grooms

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

590000059204

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the

25th day of April, 2025

The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	NW Blvd & Business 49	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 294.05	
Remove	NW Blvd & Business 49	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 294.05	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 239.67	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$239.67
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$21.57
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$3.98
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.33

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By _____

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	441	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	229
11,000L - 250W	11	16,000L - 150W	157	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059204

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$239.67

\$60,366.81

\$670,742.32

The Empire District Electric CompanyCompany Representative Completing Contract: Shane Grooms

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Service
Notification # 590000059177**The Empire District Electric Company*****Request for Change in Street Lighting Service***

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **25th** day of **April, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	S Wood & Sherman	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 294.05	
Remove	S Wood & Sherman	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 294.05	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.58	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.58
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.80
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.63
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____
Clerk of Neosho By _____ Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	441	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	230
11,000L - 250W	11	16,000L - 150W	156	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059177

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.58

\$60,373.61

\$670,817.90

The Empire District Electric CompanyCompany Representative Completing Contract: Shane Grooms

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Service
Notification #

590000059676

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **24th** day of **April, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Daugherty & Sally Ann	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 294.05	
Remove	Daugherty & Sally Ann	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 294.05	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.58	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.58
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.80
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.63
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____ By _____
Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	442	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	223
11,000L - 250W	11	16,000L - 150W	162	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059676

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.58

\$60,311.23

\$670,124.75

The Empire District Electric CompanyCompany Representative Completing Contract: Shane Grooms

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Service
Notification #

590000055950

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **21st** day of **March, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	SW CORNER SOUTH ST & JUSTIN TRAIL	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 294.05	
Remove	SW CORNER SOUTH ST & JUSTIN TRAIL	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 294.05	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.58	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.58
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.80
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.63
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____

Clerk of Neosho

By _____
Mayor or Board Chairman**ACCEPTANCE**

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	442	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	222
11,000L - 250W	11	16,000L - 150W	163	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000055950

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.58

\$60,304.43

\$670,049.17

The Empire District Electric CompanyCompany Representative Completing Contract: Shane Grooms

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Bill No. 2025-26: Police Facility Group Architect Contract for the Construction of the Public Safety Center

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2025-26 Contract with Architect - Public Safety Facility (2025)
 2. Architect Agreement with Police Facility Group for Public Safety Group
 3. Neosho Estimate of Reimbursable Expense
-

PURPOSE:

The purpose of this agenda item is to approve an architect and sign a contract for their services.

BACKGROUND:

The process of finding and approving an architect for the new public safety center began last July by sending out RFQs and then holding interviews with the top 5 firms that we interviewed. The selection committee was made up of members from the Fire Department, Police Department, Finance Department, City Manager, City Clerk and Developmental services department. The top 5 firms were selected following the state statute for selecting an architect. After the process of selecting the top firm for our needs was completed, we held several conference calls and meetings with the selected firm. The firm we agreed upon was the Police Facility Design group. They have specific knowledge of the needs of a police facility and have partnered with BKV architects, who have extensive knowledge of building fire stations. We feel like this is an excellent selection for our needs. We have received a contract from the Police Facility Design Group, who are the lead architectural firm on our project, and have sent it to the City Attorney for approval. The attorney has approved the contract.

RECOMMENDATION:

Staff recommends Council approval and for the Mayor to execute.

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement with Police Facility Design Group, P.A., a Kansas professional association, for the purpose of providing architectural planning and design services for the construction of a police and fire facility; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Police Facility Design Group, P.A., a Kansas professional association, for the purpose of providing architectural planning and design services for the construction of a police and fire facility, 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 the foregoing 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 May, 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



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15th day of April in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Neosho, Missouri
203 East Main Street
Neosho, Missouri 64850

and the Architect:
(Name, legal status, address and other information)

Police Facility Design Group
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700

for the following Project:
(Name, location and detailed description)

Neosho Public Safety Center

Planning, Design, and Construction for Police and Fire Facilities on a site owned by the
City of Neosho

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The initial Owner's program will be established as part of the preliminary work under this Agreement, based initially on the project description in the RFQ, final program and budget being acceptable to the owner.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will be of new construction, on a centrally located City owned property with existing surrounding street and nearby utilities. Size, costs, and probable construction materials will be developed under the initial programming and concept design phase.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

/

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

2026, the precise date to be determined

.3 Substantial Completion date or dates:

2027, the precise date to be determined

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design, Bid, Build (Competitive Bid)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No LEED requirement. Design the project to incorporate energy efficient strategies that reflect good life cycle value at an acceptable initial cost.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

David Kennedy, City Manager
203 East Main Street
Neosho, MO 64850
417-451-8050

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.) Jason Baird, Chief of Police
201 North College Street
Neosho, MO 64850
417-451-8012

Aaron Houk, Fire Chief
125 North College Street
Neosho, MO 64850
417-451-8021

§ 1.1.9 The Architect will assist the Owner in retaining the following consultants and contractors:
(List name, legal status, address, and other contact information.)

Init.

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User Notes:

(1314138967)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Under Architects Agreement and services

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Surveyor. Firm/Entity to be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James Estes
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700, x302

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.0 Associate Architect for Fire Facility:

BKV Architects
222 North 2nd Street, Suite 101
Minneapolis, MN 55401
612-339-3752

.1 Structural Engineer:

Bob D. Campbell & Company
4338 Belleview Ave.
Kansas City, MO 64111
816-531-4144

.2 Mechanical Engineer:

Hoss & Brown Engineers
11205 W. 79th Street, Suite 102
Lenexa, KS 66214
913-362-9090

.3 Electrical Engineer:

Hoss & Brown Engineers
11205 W. 79th Street, Suite 102
Lenexa, KS 66214
913-362-9090

.4 Civil Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

None anticipated.

§ 1.1.12 Other Initial Information on which the Agreement is based:

The initial program and concept design will establish the scope of work going forward for Basic Design Services (Design, and Construction Administration). The initial programming and concept design phase will be at the Stipulated Sum stated in Article 11. The Basic Services Phase fee will be determined by applying the percentage of construction fee stated in Article 11 to the budget determined by the programming and concept design phase at their completion and acceptance by the City. At the City's acceptance of the budget, the percentage of construction fee will be converted to a stipulated sum fee reflecting the percentage stated in Article 11 applied to the accepted budget.

The Architect will facilitate and assist Owner in procuring FF&E related to tables, work stations, chairs, etc. Architectural documents will establish furnishings layout, quantities, and general product configuration for vendor bidding. Architect will assist in conveying quality desired but will not produce a detailed furnishings specification for bidding.

Architect will provide design for integrated door/access control, CCTV, AV hardware (not including tv selection/procurement) as part of their services.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one-million (\$ 1,000,000) for each occurrence and two-million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one-million (\$ 1,000,000) each accident, one-million (\$ 1,000,000) each employee, and one-million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one-million (\$ 1,000,000) per claim and two-million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3.0 SCOPE OF ARCHITECT'S PRE-DESIGN SERVICES

§ 3.0.1 **Pre-design scope of Service** in general is to determine the specific space needs for all Police Department, Fire Department and Emergency Services Operations and to identify and evaluate the best concepts for the development of facilities to support the programmed needs. This space determination will result in the establishment of the individual spaces within the facility, the total building size, and the site space needs such as parking areas. From this space need determination, evaluate the most probable scenarios for developing facilities to meet that need. That scenario evaluation will compare and contrast the functionality and cost related to any identified development scenario. It is anticipated that probable development scenarios may include a separate police and fire facilities on remote sites from one another, separate building structures on the same site (campus configuration), or a joint facility with the sharing of some space.

§ 3.0.2 Details of the Scope of Services are as follows:

§ 3.0.2.1 Meet with key department managers within each department in initial on-site information gathering work sessions. Study the routine operations as required to understand optimal department functions and interactions.

§ 3.0.2.2 Establish facility needs separately for each occupant group, Police and Fire. Facility needs will be established for both current facility needs, and future facility needs. Future facility needs will reflect the requirements anticipated in 20 years (planning horizon), again, corresponding to the forecasting of department personnel for the planning horizon. Projections shall be developed by applying the City's anticipated percentage population increase for the period (from City accepted figures) to the current year departmental personnel counts, or personnel growth by an alternate measure as prescribed by the Owner.

§ 3.0.2.2.1 Within each occupant group, Police and Fire, identify space that could be shared.

§ 3.0.2.3 At site level programming, determine the parking requirement for fleet, staff, and public (visitors) vehicles to be parked on the site acreage.

§ 3.0.2.4 From the resulting space programming, establish alternate building concepts as outlined in 3.0.1 above. For a joint facility, apply a reduction in square footage for space identified as acceptable for shared use between Police and Fire. Concepts will be diagrammatic in their conveyance, showing the resulting footprint size of the building structures and possible configuration, parking and drives, site boundaries and surrounding streets and context, and key access points to the building to allow for understanding of function and flow on the site and into and out of the facilities.

§ 3.0.2.5 Establish probable costs for each project development concept (site and building configuration). Probable costs will include hard costs for building construction and normal site development based on square footage and unit costs. Additionally, the design team will establish project soft costs typically comprised of professional fees, geotechnical exploration, construction phase testing and inspection, and Owner's typical fixtures, furnishings and equipment.

§ 3.0.2.6 Evaluate the strengths and weaknesses of each concept and compare one to another regarding function.

§ 3.0.2.7 Prepare drawings and supporting narrative to inform the City of the concept comparisons, for the purpose of assisting them in deciding on the best concept alternative that meets their needs and goals moving forward into the Basic Services Phase.

§ 3.0.2.8 Document the accepted concept, scope and budget to be advanced.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 From a determination of the best concept option in the Pre-design Phase the Architect shall proceed with the design, and shall review laws, codes, and regulations applicable to the Architect's services.

(Paragraphs deleted)

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Not applicable.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Not Applicable.

(Table deleted)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Not applicable.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Not applicable.
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Not applicable.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraphs deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Init.

Twenty percent on the balance of the service fee remaining.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

For Pre-design services as outlined in Article 3.0 a fee of \$25,000, plus reimbursable expenses authorized by the owner at actual cost.

.2 Percentage Basis
(Insert percentage value)

For Basic Services: Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration, a percentage of construction in the amount of eight-point-seven-five percent (8.75 %) of the Owner's accepted budget following the completion of the Programming and Concept Design, plus reimbursable expense authorized by the owner at actual expense.

.3 Other
(Describe the method of compensation)

Following the establishment and acceptance by the owner of the scope of work corresponding to the selected design concept at the completion of the Pre-design Services, and the associated budget, the percentage fee in 11.1.2 above will be converted to a Stipulated Sum fee.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At the percentage stated in Article 11.2 for the additional scope, or a stipulated sum based on the service performed; method of fee calculation to be mutually agreeable to both Parties to this Agreement.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty--	percent (	20	%)
Construction Documents	forty	percent (	40	%)

Init.

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User Notes:

(1314138967)

Phase				
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Not applicable.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Not applicable.;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Not applicable.
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Not applicable.
- .11 Not applicable.
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

TBD

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

Init.

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(1314138967)

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Not applicable.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 days upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
- .3 Exhibits: A, Estimate of Reimbursable Expense (To be Billed at Actual Cost Incurred).

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Richard Davidson, Mayor
(Printed name and title)

ARCHITECT (Signature)

James P. Estes, President PFDG
(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:28:04 CT on 04/11/2025.

PAGE 1

AGREEMENT made as of the 15th day of April in the year 2025

...

City of Neosho, Missouri
203 East Main Street
Neosho, Missouri 64850

...

Police Facility Design Group
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700

...

Neosho Public Safety Center

...

Planning, Design, and Construction for Police and Fire Facilities on a site owned by the City of Neosho

PAGE 2

The initial Owner's program will be established as part of the preliminary work under this Agreement, based initially on the project description in the RFQ, final program and budget being acceptable to the owner.

...

The project will be of new construction, on a centrally located City owned property with existing surrounding street and nearby utilities. Size, costs, and probable construction materials will be developed under the initial programming and concept design phase.

...

TBD
PAGE 3

TBD

...

2026, the precise date to be determined

...

2027, the precise date to be determined

...

TBD

...

Design, Bid, Build (Competitive Bid)

...

No LEED requirement. Design the project to incorporate energy efficient strategies that reflect good life cycle value at an acceptable initial cost.

...

David Kennedy, City Manager
203 East Main Street
Neosho, MO 64850
417-451-8050

...

(List name, address, and other contact information.)information.)Jason Baird, Chief of Police
201 North College Street
Neosho, MO 64850
417-451-8012

Aaron Houk, Fire Chief
125 North College Street
Neosho, MO 64850
417-451-8021

§ 1.1.9 The Owner shall retain Architect will assist the Owner in retaining the following consultants and contractors:
PAGE 4

TBD

...

Under Architects Ageement and services

...

Surveyor. Firm/Entity to be determined.

...

James Estes
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700, x302

...
.0 Associate Architect for Fire Facility:
BKV Architects
222 North 2nd Street, Suite 101
Minneapolis, MN 55401
612-339-3752

Bob D. Campbell & Company
4338 Belleview Ave.
Kansas City, MO 64111
816-531-4144

...

Hoss & Brown Engineers
11205 W. 79th Street, Suite 102
Lenexa, KS 66214
913-362-9090

.3 Electrical Engineer:

Hoss & Brown Engineers
11205 W. 79th Street, Suite 102
Lenexa, KS 66214
913-362-9090

.4 Civil Engineer:

TBD

PAGE 5

None anticipated.

...

The initial program and concept design will establish the scope of work going forward for Basic Design Services (Design, and Construction Administration). The initial programming and concept design phase will be at the Stipulated Sum stated in Article 11. The Basic Services Phase fee will be determined by applying the percentage of construction fee stated in Article 11 to the budget determined by the programming and concept design phase at their completion and acceptance by the City. At the City's acceptance of the budget, the percentage of construction fee will be converted to a stipulated sum fee reflecting the percentage stated in Article 11 applied to the accepted budget.

The Architect will facilitate and assist Owner in procuring FF&E related to tables, work stations, chairs, etc. Architectural documents will establish furnishings layout, quantities, and general product configuration for vendor bidding. Architect will assist in conveying quality desired but will not produce a detailed furnishings specification for bidding.

Architect will provide design for integrated door/access control, CCTV, AV hardware (not including tv selection/procurement) as part of their services.

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than one-million (\$ 1,000,000) for each occurrence and two-million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one-million (\$ 1,000,000) each accident, one-million (\$ 1,000,000) each employee, and one-million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one-million (\$ 1,000,000) per claim and two-million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

ARTICLE 3.0 SCOPE OF ARCHITECT'S PRE-DESIGN SERVICES

§ 3.0.1 **Pre-design scope of Service** in general is to determine the specific space needs for all Police Department, Fire Department and Emergency Services Operations and to identify and evaluate the best concepts for the development of facilities to support the programmed needs. This space determination will result in the establishment of the individual spaces within the facility, the total building size, and the site space needs such as parking areas. From this space need determination, evaluate the most probable scenarios for developing facilities to meet that need. That scenario evaluation will compare and contrast the functionality and cost related to any identified development scenario. It is anticipated that probable development scenarios may include a separate police and fire facilities on remote sites from one another, separate building structures on the same site (campus configuration), or a joint facility with the sharing of some space.

§ 3.0.2 Details of the Scope of Services are as follows:

§ 3.0.2.1 Meet with key department managers within each department in initial on-site information gathering work sessions. Study the routine operations as required to understand optimal department functions and interactions.

§ 3.0.2.2 Establish facility needs separately for each occupant group, Police and Fire. Facility needs will be established for both current facility needs, and future facility needs. Future facility needs will reflect the requirements anticipated in 20 years (planning horizon), again, corresponding to the forecasting of department personnel for the planning horizon. Projections shall be developed by applying the City's anticipated percentage population increase for the period (from City accepted figures) to the current year departmental personnel counts, or personnel growth by an alternate measure as prescribed by the Owner.

§ 3.0.2.2.1 Within each occupant group, Police and Fire, identify space that could be shared.

§ 3.0.2.3 At site level programming, determine the parking requirement for fleet, staff, and public (visitors) vehicles to be parked on the site acreage.

§ 3.0.2.4 From the resulting space programming, establish alternate building concepts as outlined in 3.0.1 above. For a joint facility, apply a reduction in square footage for space identified as acceptable for shared use between Police and Fire. Concepts will be diagrammatic in their conveyance, showing the resulting footprint size of the building structures and possible configuration, parking and drives, site boundaries and surrounding streets and context, and key access points to the building to allow for understanding of function and flow on the site and into and out of the facilities.

§ 3.0.2.5 Establish probable costs for each project development concept (site and building configuration). Probable costs will include hard costs for building construction and normal site development based on square footage and unit costs. Additionally, the design team will establish project soft costs typically comprised of professional fees, geotechnical exploration, construction phase testing and inspection, and Owner's typical fixtures, furnishings and equipment.

§ 3.0.2.6 Evaluate the strengths and weaknesses of each concept and compare one to another regarding function.

§ 3.0.2.7 Prepare drawings and supporting narrative to inform the City of the concept comparisons, for the purpose of assisting them in deciding on the best concept alternative that meets their needs and goals moving forward into the Basic Services Phase.

§ 3.0.2.8 Document the accepted concept, scope and budget to be advanced.

PAGE 8

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, From a determination of the best concept option in the Pre-design Phase the Architect shall proceed with the design, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

...

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
Not applicable.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors;
- .3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.) Not Applicable.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

...

.7 Preparation for, and attendance at, a public presentation, meeting or hearing; Not applicable.

...

.9 Evaluation of the qualifications of entities providing bids or proposals; Not applicable.

...

.11 Assistance to the Initial Decision Maker, if other than the Architect; Not applicable.

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twenty-four (24) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. ~~The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement.~~ The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

ARTICLE 8 — CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ — Arbitration pursuant to Section 8.3 of this Agreement

☐ — Litigation in a court of competent jurisdiction

☐ — Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

...

Zero

Twenty percent on the balance of the service fee remaining.

For Pre-design services as outlined in Article 3.0 a fee of \$25,000, plus reimbursable expenses authorized by the owner at actual cost.

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. For Basic Services: Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration, a percentage of construction in the amount of eight-point-seven-five percent (8.75) % of the Owner's accepted budget following the completion of the Programming and Concept Design, plus reimbursable expense authorized by the owner at actual expense.

Following the establishment and acceptance by the owner of the scope of work corresponding to the selected design concept at the completion of the Pre-design Services, and the associated budget, the percentage fee in 11.1.2 above will be converted to a Stipulated Sum fee.

Not applicable.

At the percentage stated in Article 11.2 for the additional scope, or a stipulated sum based on the service performed; method of fee calculation to be mutually agreeable to both Parties to this Agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (%), 10%, or as follows:

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>twenty--</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

Not applicable.

Employee or Category

Rate (\$0.00)

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Not applicable.;

- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Not applicable.~~

...

- ~~.10 Site office expenses; Not applicable.~~
~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, Not applicable.~~

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

TBD
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§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. Not applicable.~~

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 days upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % monthly

...

Not applicable.

...

- ~~.2 — Building Information Modeling Exhibit, if completed:~~

- ~~.3 — Exhibits:~~

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[—] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)~~

~~[—] — Other Exhibits incorporated into this Agreement:~~

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:

(List other documents, if any, forming part of the Agreement.)

3 Exhibits: A, Estimate of Reimbursable Expense (To be Billed at Actual Cost Incurred).

...

Richard Davidson, Mayor

James P. Estes, President PFDG

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James Estes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:28:04 CT on 04/11/2025 under Order No. 4104247504 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A: ESTIMATE OF REIMBURSABLE EXPENSE

TYPE 1: 1 Day Trip	Unit Type	Unit Cost	Unit Quantity	Total	Units x Persons	Total Trip Cost Estimate
Automobile Mileage	Mile	\$ 0.70	344	\$ 240.80	1	\$ 240.80
Lodging	Night	\$ 120.00	1	\$ 120.00	0	\$ -
Meal	Daily Allowance	\$ 20.00	0	\$ -	0	\$ -
Trip Type 1 Total						\$ 240.80

TYPE 2: 2 Day Trip	Unit Type	Unit Cost	Unit Quantity	Total	Units x Persons	Total Trip Cost Estimate
Automobile Mileage	Mile	\$ 0.70	344	\$ 240.80	1	\$ 240.80
Lodging	Night	\$ 120.00	1	\$ 120.00	1	\$ 120.00
Meal	Daily Allowance	\$ 20.00	1	\$ 20.00	1	\$ 20.00
Trip Type 1 Total						\$ 380.80

TRIP TYPE	SERVICE PHASE QUANTITY					COST
	Pre-Design	SD Phase	DD/CD Phase	Bid Phase	Construction	
Police Facility: Type 1	1	2	1	2	16	\$5,298
Type 2	1		1			\$762
TOTAL TRIP EXPENSE						\$6,440
Fire Station: Type 1	1	2		2	16	\$5,057
Type 2	1		1			\$762
TOTAL TRIP EXPENSE						\$5,818
Project Total Trip Expense						\$12,258
Electronic Document Exchange						
Police Facility						\$5,500
Fire Facility						\$5,500
Presentation Materials						\$1,000
Project Expense Totals						\$24,258

- Notes:**
- 1 Police and Fire constructed as a single building could reduce the trips by approximately fifty-percent
 - 2 Electronic Document is a project subscription service that eliminates the cost of shipping documents dprimarily during the construction phase.

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: 1124 Skyline-High Utility Read

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Email Re_ 1124 Skyline- Leak repaired
 2. Fiber email FW_ 1124 Skyline
 3. email 1124 Skyline RE_ Water customer on council agenda
-

PURPOSE:

BACKGROUND:

Karl Kriesch -1124 Skyline addressed Council on February 25th for a high water bill from December. Public Works pumped the water off the meter and checked the water leak the resident stated was in the street.

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Rope and Rescue Equipment

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Rope Rescue Equipment Bid-Fire Department

PURPOSE:

The purpose of this agenda item is to accept the bid for rope rescue equipment

BACKGROUND:

The Fire Department sent out bid requests for rope rescue equipment. The equipment was sent to 6 vendors and placed on the city website. We received 7 bids back and 6 met the specifications. After reviewing the bids, Technical Rescue.com Inc was the lowest bidder at \$12,767.90, who met our needs. They are a .com company from Florida who we have no experience with. Feld Fire came in with the second-lowest bid at \$12,812.25. Feld Fire is a current vendor we use and have had excellent dealings with. While their bid was just under \$45 higher, I believe that the confidence of dealing with a local vendor who I can reach out to and get problems taken care of easily if any arise is worth the extra \$45 spent.

RECOMMENDATION:

Staff recommends accepting the bid from Feld fire for \$12,812.25.



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Thursday May 1st, 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: Fire Department Rope Rescue Equipment

Please label the envelope: Rope Rescue Equipment Bid Opening May 1st, 2025 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Aaron Houk, Fire Chief, at the follow address/phone: 417-451-8021, 125 N College 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.

***W-9 Required**

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,

Aaron Houk
Fire Chief

BID SPECIFICATIONS:

The bid packet is for the purchase of:

CMC Rope Rescue Equipment or Comparable to CMC Equipment. All Listed Part numbers are from CMC Rescue Equipment.

4 -CMC Confined Space Entrant Personal Kit (501203)

2 size Medium w/Large gloves

2 size Large W/Large gloves

1-CMC Confined Space Rescue Rigging Kit (501301)
Kit, CSR Rigging, 13mm Clutch

2- CMC Rescue 8 – Aluminum (300840)

2- CMC Rescue Rack (300890)

4-CMC Rescue Sewn Loop Prusik (293086)

1-CMC Rescue Static Pro Rope Red 200Ft (281203-200)

1-CMC Recuse Rope Bag Model # 2 1750ci (430202)

Note:

This bid should include the expected shipping date.

All items highlighted in yellow will be purchased. The items in green are add ons that may be purchased additionally dependent on the bid price of the items in yellow.

BID FORM

Description: (To be completed by bidding party)

(2) - Confined Space Entrant Personal Kit, Medium Size Atom Harness with Large Gloves, CMC. \$1,496.00

(2) - Confined Space Entrant Personal Kit, Large Size Atom Harness with Large Gloves, CMC. \$1,496.00

(1) - Confined Space Rigging Kit, 13mm Clutch, CMC. \$8,837.60

(2) - Rescue Eight Descender, Aluminum, BLK, NFPA -Technical-Use, CMC. \$178.20

(2) - SMC NFPA Rappel Rack, General-Use, MPN NFPA14001. \$325.80

(4) - Prusik, Sewn Lopp 8mm, Green 25" In., CMC. \$69.80

(200' Ft.) - Rope Static-Pro 1/2" In. (12.5mm), Red w/White Trace, CMC. \$280.00

(1) - Rope Bag, Model #2 Blue, CMC. \$84.50

Total Bid Price: \$12,767.90 dollars

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

F.O.B. Neosho, MO

Projected Shipping Date: 6 - 8 weeks complete delivery ARO

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: TechnicalRescue.com, Inc.

ADDRESS: 4973 SW 105th Way, Cooper City, FL 33328-4049

PHONE: 954-818-7121

EMAIL: Sales@technicalrescue.com

BY: Walter James Knapp, CEO / President

SMC NFPA Rappel Rack NFPA14001



Widely described as the best rappel device in the world, rappel racks are simple, rugged, very versatile and a vital piece of rescue or work-safety equipment. While there are a variety of other devices such as Figure 8 Descenders and mechanical belay devices, the basic, standard length, six bar J-frame rappel rack has versatility that most devices lack, allowing the user to adjust friction by adding or removing bars while under load, doing so results in greater control of the rate of descent. A rappel rack may be quickly tied-off which then frees both hands in order to assist with a patient in rescue scenarios, for rigging other gear, and in a variety of other situations.

MPN: NFPA14001

TechnicalRescue.com, Inc.
 4973 SW 105 Way
 Cooper City, FL. 33328
 Phone (954) 818-7121
 Fax (954) 818-7066
 Sales@technicalrescue.com

Estimate

Date	Estimate #
4/18/2025	3291

Ship To

City of Neosho Fire Department
 Attn: Chief Aaron Houk
 125 N College St.
 Neosho, MO 64850
 United States

Qty	Item	Description	Rate	Total
		PROJECT: FIRE DEPARTMENT ROPE RESCUE EQUIPMENT		
2	501203 —	CONFINED SPACE ENTRANT PERSONAL KIT, CMC MEDIUM SIZE ATOM HARNESS W/LARGE GLOVES MSLP: \$935.00 EACH	748.00	1,496.00
2	501203 —	KIT, CONFINED SPACE ENTRANT PERSONAL, CMC LARGE SIZE ATOM HARNESS W/LARGE GLOVES MSLP: \$935.00 EACH	748.00	1,496.00
1	501301 —	KIT, CONFINED SPACE RIGGING KIT, 13MM CLUTCH, CMC MSLP: \$11,047.00 EACH	8,837.60	8,837.60
2	300840 —	RESCUE EIGHT DESCENDER, ALUMINUM, BLK, NFPA -TECHNICAL-USE, CMC MSLP: \$108.00 EACH	89.10	178.20
2	99163 300890	SMC NFPA RAPPEL RACK, GENERAL-USE, MPN: NFPA14001 MSLP: \$180.99 EACH	162.90	325.80
4	293086 —	PRUSIK, SEWN LOOP 8MM, GRN 25" CMC MSLP: \$22.50 EACH	17.45	69.80
200	281203 —	ROPE, STATIC-PRO, 1/2" IN. (12.5 MM) RED W/WHITE TRACE, CMC MSLP: \$1.73 P/FT.	1.40	280.00
1	430202 —	ROPE BAG, MODEL #2 BLUE, CMC MSLP: \$109.00 EACH	84.50	84.50
1	SH00	SHIPPING/FREIGHT CHARGES (FOB) INCLUDED	0.00	0.00

This Estimate is valid for 60 days.

Subtotal	\$12,767.90
Sales Tax (0.0%)	\$0.00
Total	\$12,767.90

BID FORM**Description:** (To be completed by bidding party)

Item # 501203 KIT, CONFINED SPACE ENTRANT PERSONAL	\$1,990.00
Item # 501203 KIT, CONFINED SPACE ENTRANT PERSONAL	\$1,990.00
Item # 501301 KIT, CSR RIGGING, 13MM CLUTCH	\$11,890.00
Item # 300840 CMC Aluminum Rescue 8 Black	\$250.00
Item # 300890 RESCUE RACK, CMC	\$530.00
ADD ONS: Item # 293086 CMC 8mm Sewn Prusik 25" Green	\$396.00
Item # 281203 CMC 1/2in Static-Pro Red	\$800.00
Item # 430202 CMC #2 Rope Bag 200ft. of 1/2in. Rope Blue	\$550.00

Price(s) for unit(s) meeting enclosed specifications: \$16,650.00 Total Base Bid
 \$1,746.00 Total Add-Ons

F.O.B. Neosho, MO

Projected Shipping Date: 16 weeks ARO

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Technology International, Inc.**ADDRESS:** 1331 South International Parkway, Suite 2251, Lake Mary, Florida 32746**PHONE:** (407) 359-2373**EMAIL:** tii@tii-usa.com**BY:** Rifat Habib, Business Development Executive

Equipment Proposal

Description: Fire Department Rope Rescue Equipment

Agency: City Of Neosho

Attention: Aaron Houk
Phone: 417-451-8021
Email: ahouk@neoshomo.org

TII Ref: TII/MO/0425/44778

Date: 04/29/2025

DUNS Number: 877177162

Cage Code: 1RX34

Tax ID # 650342335

UEI: DfVEM9N1F4J6

Registered in www.sam.gov

"We are a Small Business"

In response to your quote request for FCC Beaumont - 100 Ton Air Cooled Commercial Grade Chillers, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
Base Bid:				
1	2	Item # 501203 KIT, CONFINED SPACE ENTRANT PERSONAL 501203 KIT, CONFINED SPACE ENTRANT PERSONAL (2 size Medium w/Large gloves)	\$995.00	\$1,990.00
2	2	Item # 501203 KIT, CONFINED SPACE ENTRANT PERSONAL 501203 KIT, CONFINED SPACE ENTRANT PERSONAL (2 size Large W/Large gloves)	\$995.00	\$1,990.00

3	1	Item # 501301 KIT, CSR RIGGING, 13MM CLUTCH 501301 KIT, CSR RIGGING, 13MM CLUTCH	\$11,890.00	\$11,890.00
4	2	Item # 300840 CMC Aluminum Rescue 8 Black	\$125.00	\$250.00
5	2	Item # 300890 RESCUE RACK, CMC	\$265.00	\$530.00
Add Ons:				
1	4	Item # 293086 CMC 8mm Sewn Prusik 25" Green	\$99.00	\$396.00
2	200	Item # 281203 CMC 1/2in Static-Pro Red	\$4.00	\$800.00
3	1	Item # 430202 CMC #2 Rope Bag 200ft. of 1/2in. Rope Blue	\$550.00	\$550.00
Total Base Bid:\$16,650.00 Total Add Ons:\$1,746.00				

Delivery:

- Base bid# 1: Estimated delivery is **16 Weeks** after receipt of order and approved submittal.
- Add Ons # 2: Estimated delivery is **16 Weeks** after receipt of order and approved submittal.
- Please note, there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload

Freight: Included to Neosho, MO 64850

Quote Validity: 30 days.

Payment Terms: NET 30

Prompt Payment discount: 1/4 % 10 days

Technology International, Inc. Corporate data:

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The above price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,



Rifat Habib
Business Development Executive
Technology International, Inc.

BID FORM

Description: (To be completed by bidding party)

see attached quote # 34372

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

F.O.B. Neosho, MO

Projected Shipping Date: estimated 2 weeks from order

After delivery - payment made on third Tuesday of month delivered

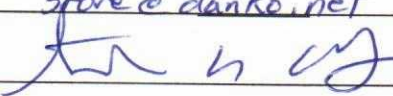
I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Danko Emergency Equipment

ADDRESS: 302 E 4th St, Snyder, NE 68664

PHONE: 660-730-2145

EMAIL: sfure@danko.net

BY: 

BID FORM

Description: (To be completed by bidding party)

Please see attached Quote

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

F.O.B. Neosho, MO

Projected Shipping Date: 45 Days

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Feld Fire Equipment

ADDRESS: 1330 NW Jefferson, Grain Valley, MO 64029

PHONE: Cell: 816-824-9110

EMAIL: gregp@feldfire.com

BY: Greg Pottberg



Quote
#QUO1146
4/20/2025

Ed M. Feld Equipment Co., Inc.
PO Box 625
113 North Griffith Road
Carroll IA 51401
800-568-2403

Bill To

Neosho Fire Department
125 N College
Neosho MO 64850
United States

Ship To

Neosho Fire Department
125 N College
Neosho MO 64850
United States

Expiration Date	Shipping Method	Order Date	Sales Rep
6/19/2025	BEST WAY	4/20/2025	Gregory Pottberg

Quantity	Item	Additional Notes	Rate	Amount
2	MISC	CMC #501301 - Confined Space Entrant Personal Kit -Medium/ Large	\$745.00	\$1,490.00
2	MISC	CMC #501301 - Confined Space Entrant Personal Kit - Large/ Large	\$745.00	\$1,490.00
1	MISC	CMC #501301 - Confined Space Rescue Rigging Kit	\$9,069.00	\$9,069.00
2	MISC	CMC #300840 - Rescue 8 - Alum.	\$90.75	\$181.50
2	601102 RescueTECH Rescue Rack		\$70.00	\$140.00
4	293086 PRUSIK, SEWN LOOP 8MM GRN 25 CMC"		\$18.00	\$72.00
1	MISC	CMC #281203-200 - Static Pro Rope 200 Ft. - RED	\$278.00	\$278.00
1	430202 CMC #2 blue rope bag		\$91.75	\$91.75

Subtotal	\$12,812.25
Tax (%)	\$0.00
Shipping	\$0.00
Total	\$12,812.25



QUO1146



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 Descender
 Rack - Type Rescue
 Descender Belay Device
 Rescue 8 - Type
 Rescue Belay Devices
 Figure 8 - type
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[Rescue Equipment at RescueTECH1.com](#) > [Descenders, Belay Devices](#) > [Rack - Type Rescue Descender Belay Device](#) > RescueTECH Rescue Rack

RescueTECH Rescue Rack

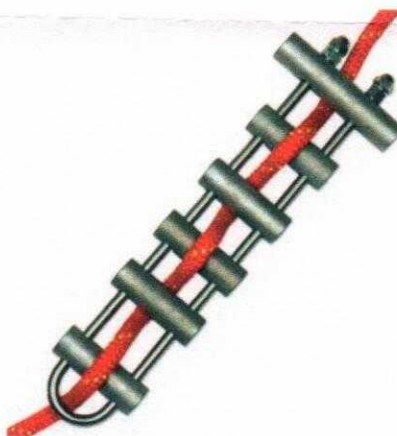
Price: \$80.00

Item Number: 601102

Quantity: [Add to Cart](#)

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The safest, heavy-duty lowering and rappelling device. It can be placed on the rope at any point. Friction is varied by sliding easily rigged bars up or down - even while on rappel or during lowering operations. Specially designed straight-cut 1" aluminum friction bars help prevent mis-rigging. Extended top bar for quick lock-off. Accommodates ropes from 1/4" to 1 1/2" or double ropes up to 3/4". One person can easily control a 1,000 lb. load on 1/2" rope. Frame manufactured of 304 stainless steel and will accommodate four 13mm carabiners. The special design of the frame distributes the load between both sides of the unit.

Rating: General Use

Weight: 35.2 oz. (997 gm)
Length: 14" (35 cm)
Tensile Strength: 10,000 lbf. (44.5 kn)
WWL: 1,000 lbf. (4.55 kg)
Brake Bar diam: 1" Solid Aluminum

WARNING

This product can expose you to chemicals that are known to the State of California to cause cancer.

For information go to: www.p65warnings.ca.gov

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 Edge Management

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BID FORM

Description: (To be completed by bidding party)

on contained quotation included.

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

F.O.B. Neosho, MO

Projected Shipping Date:

3 weeks from receipt of order

After delivery - payment made on third Tuesday of month delivered

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

COMPANY:

Sentinel Emergency Solutions

ADDRESS:

2900 Telegraph Rd. St. Louis, MO 63125

PHONE:

office: 800-851-1928 Branch: 816-604-8053

EMAIL:

DavidUreorch@Sentinels.com

BY:

D. Ureorch



SENTINEL EMERGENCY SOLUTIONS
2900 TELEGRAPH RD.
ST. LOUIS MO 63125

sales@sentineles.com
800.851.1928
314.939.1999

PROPOSAL

Date	Quote #
4/14/2025	18608

Bill To:
NEOSHO FIRE DEPARTMENT 125 N COLLEGE NEOSHO, MO 64850

Ship To
NEOSHO FIRE DEPARTMENT 125 N COLLEGE NEOSHO, MO 64850 ATTN: Williams

Terms		Rep	Proposal Good Throu...	Freight	Submitted by
Net 20		DU	30 Days	INCLUDED	RM
Qty	Item	Vendor	Description	Cost	Total Sale Price
2.00	SPECIAL ORDER	CMC	PT# 501203 KIT, CONFINED SPACE ENTRANT PERSONAL Kit Contents: DUFFEL, LASSEN MD RED HARNESS, ATOM RESCUE, MD HELMET, SUPER PLASMA RED HEADLAMP, EOS II BLK, PRINCETON TEC GLOVES, ESSENTIAL, LG GRY/BLK FIELD GUIDE, CONFINED SPACE	731.71	1,463.42
2.00	SPECIAL ORDER	CMC	PT# 501203 KIT, CONFINED SPACE ENTRANT PERSONAL Kit Contents: DUFFEL, LASSEN MD RED HARNESS, ATOM RESCUE, ***LARGE*** HELMET, SUPER PLASMA RED HEADLAMP, EOS II BLK, PRINCETON TEC GLOVES, ESSENTIAL, LG GRY/BLK FIELD GUIDE, CONFINED SPACE	731.71	1,463.42
1.00	SPECIAL ORDER	CMC	PT# 501301 KIT, CSR RIGGING, 13MM CLUTCH Kit Contents: Bags / Packs GEAR BAG, SHASTA RED ROPE & EQUIPMENT BAG, MD RED ROPE BAG, #2 ORG ROPE BAG, #2 RED Technical Gear TRIPOD, TRISKELION, CMC ANCHOR PLATE, ALUMINUM RED CARABINER, PS LOCK BRT, CMC (18)	8,900.00	8,900.00

**Additional Tariffs / Surcharges may apply at time
of invoicing.**

THANK YOU for the opportunity to quote this.

Total

* 300890



SENTINEL EMERGENCY SOLUTIONS
2900 TELEGRAPH RD.
ST. LOUIS MO 63125

sales@sentineles.com
 800.851.1928
 314.939.1999

PROPOSAL

Date	Quote #
4/14/2025	18608

Bill To:
NEOSHO FIRE DEPARTMENT 125 N COLLEGE NEOSHO, MO 64850

Ship To
NEOSHO FIRE DEPARTMENT 125 N COLLEGE NEOSHO, MO 64850 ATTN: Williams

Terms	Rep	Proposal Good Throu...	Freight	Submitted by
Net 20	DU	30 Days	INCLUDED	RM

Qty	Item	Vendor	Description	Cost	Total Sale Price
			PULLEY, PROSWIVEL 1.5", PMP SS (2) WEB, 1" TUBULAR, RED (5x 20 ft) WEB, 1" TUBULAR, YELLOW (4x 12 ft) SL STRAP, FASTLINK ANCHOR MD (1) PRUSIK, SEWN LOOP 8MM RED 18" (4) MANUAL, CONFINED SPACE RESCUE Patient Packaging HARNESS, LIFESAVER VICTIM CHEST HARNESS, LIFESAVER VICTIM HARNESS DRAG-N-LIFT W/BAR KIT Edge Protection EDGE PAD, XL (2) SLEEVE, ANCHOR STRAP MD ENTRY-EASE, BORN 13 mm Kit Includes: CLUTCH, 13 MM (1/2 IN) SYSTEM, CSR2 PULLEY, 12.5 MM (1/2 IN) ROPE, STATIC-PRO, 12.5 MM (1/2 IN), ORG (200 ft) ROPE, STATIC-PRO, 12.5 MM (1/2 IN), BLU (200 ft) ROPE, STATIC-PRO, 12.5 MM (1/2 IN), YEL (200 ft)		
2.00	SPECIAL ORDER	CMC	PT# 300840	89.10	178.20
4.00	SPECIAL ORDER	CMC	RESCUE 8, ALUMINUM BLK, CMC PT# 293086	17.325	69.30
200.00	SPECIAL ORDER	CMC	PRUSIK, SEWN LOOP 8MM GRN 25", CMC PT# 281203	1.331	266.20
1.00	SPECIAL ORDER	CMC	ROPE, STATIC-PRO 1/2 RED, CMC PT# 430202	83.93	83.93
1.00	SHIPPING		ROPE BAG, #2 BLU, CMC SHIPPING	100.00	100.00

**Additional Tariffs / Surcharges may apply at time
 of invoicing.**

THANK YOU for the opportunity to quote this.

Total	\$12,524.47
--------------	--------------------

BID FORM

Description: (To be completed by bidding party)

All items as specified with the exception of the Brake Bar Rack. The CMC version is OBSOLETE. PETZEL equivalent substituted.

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

F.O.B. Neosho, MO

Projected Shipping Date: **2 – 3 Weeks A.R.O.**

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: **LEO M ELLEBRACHT COMPANY**

ADDRESS: **104 Mullach Ct, Suite 1028**

PHONE: **(417) 437-1001**

EMAIL: **david.wunderlin@hotmail.com**

BY: **David Wunderlin – Regional sales**

BID SPECIFICATIONS:

The bid packet is for the purchase of:

CMC Rope Rescue Equipment or Comparable to CMC Equipment. All Listed Part numbers are from CMC Rescue Equipment.

4 -CMC Confined Space Entrant Personal Kit (501203)

2 size Medium w/Large gloves 2 @ 758.29 Total \$ 1,516.58

2 size Large W/Large gloves 2 @ 758.29 Total \$ 1,516.58

1-CMC Confined Space Rescue Rigging Kit (501301) 1 @ \$ 9,069.20
Kit, CSR Rigging, 13mm Clutch

2- CMC Rescue 8 – Aluminum (300840) 2 @ \$ 92.34 Total \$ 184.68

2- CMC Rescue Rack (300890) **OBSOLETE** Alternate PETZL D11 RACK 2 @ \$ 103.70 Total \$ 207.41
Variable friction descender with brake bars

SUB-TOTAL (Group 1) \$ 12,494.45

4-CMC Rescue Sewn Loop Prusik (293086) 4 @ \$ 17.95 Total \$ 71.80

1-CMC Rescue Static Pro Rope Red 200Ft (281203-200) 1 @ \$ 276.00

1-CMC Recuse Rope Bag Model # 2 1750ci (430202) 1 @ \$ 86.98

SUB-TOTAL (Group 2) \$ 433.80

TOTAL (Group 1 & Group 2) \$ 12,928.25

Note:

This bid should include the expected shipping date. 2-3 weeks A.R.O.

All items highlighted in yellow will be purchased. The items in green are add ons that may be purchased additionally dependent on the bid price of the items in yellow.

BID FORM

Description: (To be completed by bidding party)

4 - CMC - 501203	Price each	\$ 775.00	Total \$ 3100.00
1 - CMC - 501301		\$ 9,425.00	\$ 9,425.00
2 - CMC - 300840		\$ 94.99	\$ 189.98
2 - Petz-D11 (Rack, replacement for CMC-300840)		\$ 99.99	\$ 199.98
4 - CMC 293086		\$ 18.95	\$ 75.80
200 ^{ft} - CMC - 281203		\$ 1.56	\$ 312.00
1 - CMC - 430203		\$ 89.99	\$ 89.99

Price(s) for unit(s) meeting enclosed specifications: \$ 13,342.75 estimated Freight \$ 650.00
F.O.B. Neosho, MO
Projected Shipping Date: 6-8 weeks from Date of Order 6/21/25 \$ 14,042.75

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Dinges Fire Company
ADDRESS: 243 E Main St AMBOY, IL 61310
PHONE: 479-640-2670 cell 815-857-2000 office
EMAIL: SKirk@Dingesfire.com
BY: Jonathan Seth Kirk





Dinges Fire Company

243 E Main St.
Amboy, IL 61310
Phone: 815.857.2000
www.DingesFire.com

Bill To:

Neosho Area Fire Protection District (Neosho, MO)
C/O: Chief Houk
125 North College Street
Neosho, MO 64850

Ship To:

Neosho Fire Dept (Neosho, MO)(C15728)
125 North College Street
Neosho, MO 64850

Quantity	Item	Description	Price	Total
4	CMC-501203	KIT, CONFINED SPACE ENTRANT PERSONAL, CATEGORY: KITS 4 -CMC Confined Space Entrant Personal Kit (501203) 2 size Medium w/Large gloves 2 size Large W/Large gloves	\$775.00	\$3,100.00
1	CMC-501301	KIT, CSR RIGGING, 13MM CLUTCH, CATEGORY: KITS 1-CMC Confined Space Rescue Rigging Kit (501301) Kit, CSR Rigging, 13mm Clutch	\$9,425.00	\$9,425.00
2	CMC-300840	RESCUE 8, ALUMINUM BLK, CMC, CATEGORY: HARDWARE DEVICES 2- CMC Rescue 8 Aluminum (300840)	\$94.99	\$189.98
2	Petzl-D11	RACK, brake bar descender, 9 to 13 mm, RACK: 2- CMC Rescue Rack (300890) Substitute Petzl - Rack (D11)	\$99.99	\$199.98
4	CMC-293086	PRUSIK, SEWN LOOP 8MM GRN 25", CMC, CATEGORY: CORD 4-CMC Rescue Sewn Loop Prusik (293086)	\$18.95	\$75.80
200	CMC-281203	ROPE, STATIC-PRO 1/2 RED, CMC, CATEGORY: ROPE 1-CMC Rescue Static Pro Rope Red 200Ft (281203-200)	\$1.56	\$312.00
1	CMC-430203	ROPE BAG, #2 RED, CMC, CATEGORY: ROPE BAGS 1-CMC Recuse Rope Bag Model # 2 1750ci (430202)	\$89.99	\$89.99

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$13,392.75

* Quote Created on 04/15/2025. Pricing valid until 05/16/2025, unless noted otherwise.

Shipping \$650.00

* Financing options may be available. Please contact your sales rep for more information and a payment estimate.

Total \$14,042.75

This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.

Some products may not be able to be cancelled after an order is approved if it is a built to spec or custom item. Restocking fees may apply if custom products are cancelled after order and before delivery.

Notes:

shipping is estimated at \$650 via Fedex Economy Freight (mainly due to large kits)

estimated lead time is 6-8 weeks. from date of order.

message sent from CMC in email

BID SPECIFICATIONS:

The bid packet is for the purchase of:

CMC Rope Rescue Equipment or Comparable to CMC Equipment. All Listed Part numbers are from CMC Rescue Equipment.

4 -CMC Confined Space Entrant Personal Kit (501203)

2 size Medium w/Large gloves

2 size Large W/Large gloves

1-CMC Confined Space Rescue Rigging Kit (501301)

Kit, CSR Rigging, 13mm Clutch

2- CMC Rescue 8 – Aluminum (300840)

2- CMC Rescue Rack (300890) - Petzl-D11

4-CMC Rescue Sewn Loop Prusik (293086)

1-CMC Rescue Static Pro Rope Red 200Ft (281203-200)

1-CMC Recuse Rope Bag Model # 2 1750ci (430202)

Note:

This bid should include the expected shipping date.

All items highlighted in yellow will be purchased. The items in green are add ons that may be purchased additionally dependent on the bid price of the items in yellow.



Dinges Fire Company

243 E Main St.
Amboy, IL 61310
Phone: 815.857.2000
www.DingesFire.com

Bill To:

Neosho Area Fire Protection District (Neosho, MO)
C/O: Chief Houk
125 North College Street
Neosho, MO 64850

Ship To:

Neosho Fire Dept (Neosho, MO)(C15728)
125 North College Street
Neosho, MO 64850

Quantity	Item	Description	Price	Total
4	CMC-501203	KIT, CONFINED SPACE ENTRANT PERSONAL, CATEGORY: KITS 4 -CMC Confined Space Entrant Personal Kit (501203) 2□ size Medium w/Large gloves 2□ size Large W/Large gloves	\$775.00	\$3,100.00
1	CMC-501301	KIT, CSR RIGGING, 13MM CLUTCH, CATEGORY: KITS 1-CMC Confined Space Rescue Rigging Kit (501301) Kit, CSR Rigging, 13mm Clutch	\$9,425.00	\$9,425.00
2	CMC-300840	RESCUE 8, ALUMINUM BLK, CMC, CATEGORY: HARDWARE DEVICES 2- CMC Rescue 8 Aluminum (300840)	\$94.99	\$189.98
2	Petzl-D11	RACK, brake bar descender, 9 to 13 mm, RACK: 2- CMC Rescue Rack (300890) Substitute Petzl - Rack (D11)	\$99.99	\$199.98
4	CMC-293086	PRUSIK, SEWN LOOP 8MM GRN 25", CMC, CATEGORY: CORD 4-CMC Rescue Sewn Loop Prusik (293086)	\$18.95	\$75.80
200	CMC-281203	ROPE, STATIC-PRO 1/2 RED, CMC, CATEGORY: ROPE 1-CMC Rescue Static Pro Rope Red 200Ft (281203-200)	\$1.56	\$312.00
1	CMC-430203	ROPE BAG, #2 RED, CMC, CATEGORY: ROPE BAGS 1-CMC Rescue Rope Bag Model # 2 1750ci (430202)	\$89.99	\$89.99

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$13,392.75

* Quote Created on 04/15/2025. Pricing valid until 05/16/2025, unless noted otherwise.

Shipping \$650.00

* Financing options may be available. Please contact your sales rep for more information and a payment estimate.

Total \$14,042.75

This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.

Some products may not be able to be cancelled after an order is approved if it is a built to spec or custom item. Restocking fees may apply if custom products are cancelled after order and before delivery.

Notes:

shipping is estimated at \$650 via Fedex Economy Freight (mainly due to large kits)

estimated lead time is 6-8 weeks. from date of order.

message sent from CMC in email

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Bill No. 2025-29: Declaring 225 N Washington Street (Twin Rivers Building) Surplus

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2025-29 Declaring Washington Street Property surplus Quit Claiming to School District
 2. Quit-Claim Deed - Washington St - City to School
-

PURPOSE:

The purpose of this item is to gain the City Council approval to surplus the property located at 225 N. Washington Street (Twin Rivers) and transferring the property to the Neosho School District.

BACKGROUND:

The Neosho School District transferred this property to the City of Neosho in a cooperative effort to obtain grant funding to demolish the structure. The funding was not obtained. This action returns the property to the school district.

RECOMMENDATION:

Staff recommends the City Council authorize the surplus and transfer.

AN ORDINANCE of the City of Neosho declaring a tract of real property containing approximately 0.87 acres along Washington Street in the City of Neosho as surplus and waiving the requirements pursuant to Section 120.235 Purchases and Sales of Real Estate and authorizing said surplus property to be conveyed and transferred to the Neosho School District.

WHEREAS, the City Council has determined that a tract of property as legally described below serves no public purpose and the same should be declared surplus; and

WHEREAS, Section 120.235 Purchases and Sales of Real Estate, Paragraph A. provides when deemed impractical and/or not reasonably feasible and when the public interest will be served thereby, that the City Council may waive requirements for sealed bids and sale of real estate to the highest bidder;

WHEREAS, the real property to be deemed surplus will best benefit the public by conveyance and transfer to the Neosho School District.

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

Section 1. That certain property owned by the City of Neosho, serving no current public purpose, shall be declared surplus and this property being legally described as:

A part of Block 10 in McCord's Addition to the City of Neosho, Missouri, along with a part of the Northeast Quarter of the Southwest Quarter of Section 19, Township 25 North, Range 31 West, Newton County, Missouri, described as beginning at the Northwest corner of Block 10 in McCord's Addition, thence North 3°03'53" East along Washington Street 54.11 feet, thence leaving Washington Street, South 86°3'46" East 161.02 feet, thence South 3°03'39" East 47.96 feet, thence South 86°59'09" East 64.33 feet, thence South 3° 24'24" West 134.04 feet, thence 86°42'15" West 224.96 feet to the East line of Washington Street, thence North 3°14'55" East 127.03 feet to the point of beginning.

Containing 0.87 acres more or less.

Section 2. That pursuant to Section 120.235 of the City Code of Ordinances, the City Council has deemed that sale by sealed bid or other method would be impractical and/or not reasonably feasible and the public interest will be served thereby conveying and transferring said property to the Neosho School District.

Section 3. The Mayor is authorized to execute all necessary documents to effectuate conveyance and transfer by Quit Claim Deed.

Section 4. This Ordinance shall be effective , 2024.

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

QUIT CLAIM DEED

This Deed, made and entered into by and between City of Neosho, Missouri, a Missouri Municipal Corporation, ("Grantor"); and Neosho School District of Newton County, Missouri, ("Grantee"), whose mailing address is: 418 Fairground Rd, Neosho, MO 64850.

WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged;

Grantors do hereby Remise, Release and forever Quitclaim to Grantee and Grantee=s heirs and assigns the following described real property in Newton County, Missouri:

A part of Block 10 in McCord's Addition to the City of Neosho, Missouri, along with a part of the Northeast Quarter of the Southwest Quarter of Section 19, Township 25 North, Range 31 West, Newton County, Missouri, described as beginning at the Northwest corner of Block 10 in McCord's Addition, thence North 3°03'53" East along Washington Street 54.11 feet, thence leaving Washington Street, South 86°3'46" East 161.02 feet, thence South 3°03'39" East 47.96 feet, thence South 86°59'09" East 64.33 feet, thence South 3° 24'24" West 134.04 feet, thence 86°42'15" West 224.96 feet to the East line of Washington Street, thence North 3°14'55" East 127.03 feet to the point of beginning.
Containing 0.87 acres more or less.

TO HAVE AND TO HOLD THE SAME, with all rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and Grantee=s heirs and assigns, forever; so that neither Grantors, nor Grantors= heirs, nor any other person or persons for Grantors or in Grantors name or behalf, shall claim or demand any right or title to these premises, or any part thereof, but they and every one of them shall, by these present, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand this ____ day of _____, 2025.

CITY OF NEOSHO

By: _____
Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

STATE OF MISSOURI)
) ss
COUNTY OF NEWTON)

On this ____ day of _____, 2025, before me personally appeared Richard Davidson, as Mayor for the City of Neosho, Missouri, a Missouri Municipal Corporation, known to me to be the person described in and who executed the foregoing Quit Claim Deed as Grantor, and acknowledged to me that he executed the same as his voluntary, free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have set my hand and affix my official seal in the County and State aforesaid, on the day and year first above written.

Notary Public

My Commission Expires:

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Bill No. 2025-30: Amending Section 210.070 of the City Code: Keeping of Fowl

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2025-30 Amending 210.070 -Keeping of Fowl

PURPOSE:

To amend ordinance 210.070 Keep Fowl within the city limits of Neosho.

BACKGROUND:

This allows residents to keep certain fowl inside city limits while maintaining reasonable efforts to safeguard neighbors' peace and tranquility throughout the city.

RECOMMENDATION:

To approve the Keeping Fowl ordinance as presented and authorize the Mayor to execute it.

AN ORDINANCE of the City of Neosho amending Chapter 210 Animals and Fowl, Article I In General, by repealing and replacing Section 210.070 Keeping Fowl-Accumulating Manure in Fowl Pens to modify the location for fowl pens and limit the number of fowl to be kept.

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

Section 1. That 210 Animals and Fowl, Article I In General of the Code of Ordinances for the City of Neosho be amended by repealing and replacing Section 210.070 Keeping Fowl-Accumulating Manure in Fowl Pens to modify the location for fowl pens and limit the number of fowl to be kept; and the same be hereby adopted to read as follows:

“Chapter 210 Animals and Fowl”

“Section 210.070 Keeping Fowl-Accumulating Manure in Fowl Pens”

“No person shall keep in the aggregate more than six (6) chickens, ducks, geese, turkeys, pigeons or other fowl. Roosters shall not be kept inside the City. Fowl shall be kept in a fenced enclosure, coop or cage which shall not be located beyond the frontline of the residence and shall be located not less than six (6) feet from the property line of the side or rear lot, and kept not less than twenty-five (25) feet from a neighboring dwelling, church or school as measured from the exterior boundary of such enclosure to the nearest point of the neighboring dwelling, church or school. Nor shall any person permit the accumulation of manure in any such enclosure. For the purpose of this Section, limits on fowl are not applicable in a District “AG” Agricultural Use district and neighboring dwelling, church or school shall mean such buildings not located on the same lot as the enclosure.”

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: May 6, 2025

ITEM: Bill No. 2025-31: MoDot Cost Apportionment Agreement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2025-31 Approving Cost Apportionment AG - MoHwyTransComm
 2. MoDOT Cost Apportionment Agreement SRMO101
-

PURPOSE:

To approve the Missouri Highways and Transportation Commission Cost Apportionment Agreement with MoDot.

BACKGROUND:

This agreement pertains to the Lower School Branch drainage project extension. MODOT was contacted to inquire about potential assistance for the removal and replacement of the Coler Street Bridge. It was determined that funding could not be obtained through standard procedures due to the ongoing nature of the project. However, the commission reviewed the current budget's maintenance funds and successfully secured an additional \$100,000 to support this project.

RECOMMENDATION:

To approve the agreement as submitted and authorize the Mayor to execute it.

AN ORDINANCE of the City of Neosho, Missouri, approving and authorizing a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for the purpose of providing right-of-way culvert improvements along a section of Route 86 as part of the State Highway System, accepting from the Commission funds not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Cost Apportionment Agreement by and between the City of Neosho, Missouri, and the Missouri Highways and Transportation Commission for the purpose of providing right-of-way culvert improvements along a section of Route 86 as part of the State Highway System, accepting from the Commission funds not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) from the Commission, 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.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of May, 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

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 03/24 (TLP)
Modified:

Cost Apportionment Agreement
Route: 86
County: Newton
Job No.: SRM0101
Agreement # 2025-04-86967

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Neosho (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route 86 in Newton County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Route 86, at culvert J0622 over Dry Branch_; and

WHEREAS, the Entity is willing to provide assistance in the construction or reconstruction of the improvements, subject to the terms and conditions herein.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's public improvement for Route 86, in the County of Newton, designated as Job No. SRM0101. This public improvement will involve Stormwater improvements along Dry Branch, including replacement of culvert J0622.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

On Route 86, locally-named Coler Street, where Route 86 crosses dry branch due east of North Valley Street in the City of Neosho.

The general location of the public improvement is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) USE OF RIGHT-OF-WAY: The Commission grants the right to use the right-of-way of public roads as necessary for construction and maintenance of said public improvements, subject to the approval of improvements plans and construction permit for work on Commissions right-of-way

(5) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Entity will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Entity will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The project shall be constructed in accordance with and conform to Commission requirements. The Entity will solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity will award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity will obtain concurrence in award from the Commission. The Entity will submit all required bid concurrence documentation to the Commission at least 2 weeks prior to the Commission Meeting in which the Entity seeks to request award.

(D) The Entity will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The Commission will pay one hundred thousand dollars (\$100,000), no more and no less, of the total project cost. The Commission will remit payment to the Entity no later than July 1, 2025.

(C) The Entity [or Commission, if appropriate] is responsible for the

balance of the project in excess of one hundred thousand dollars (\$100,000). The Entity will receive all cost savings.

(8) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(13) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(14) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(15) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(19) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(20) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(21) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Stacy Reese
Southwest District Engineer
3025 E. Kearney
Springfield, MO 65803
Email:
Stacy.Reese@modot.mo.gov

Entity to: David Kennedy
City Manager
203 E. Main Street
Neosho, MO 64850
Email: d.kennedy@neoshomo.org

or to such other place as the parties may designate in accordance with this Agreement.

(22) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(23) INDEMNIFICATION: To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(24) INSURANCE:

(A) The Entity is required or will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

[Remainder of Page Intentionally Left Blank.]

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

Executed by the Entity this on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF NEOSHO

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

EXHIBIT A

Project Location

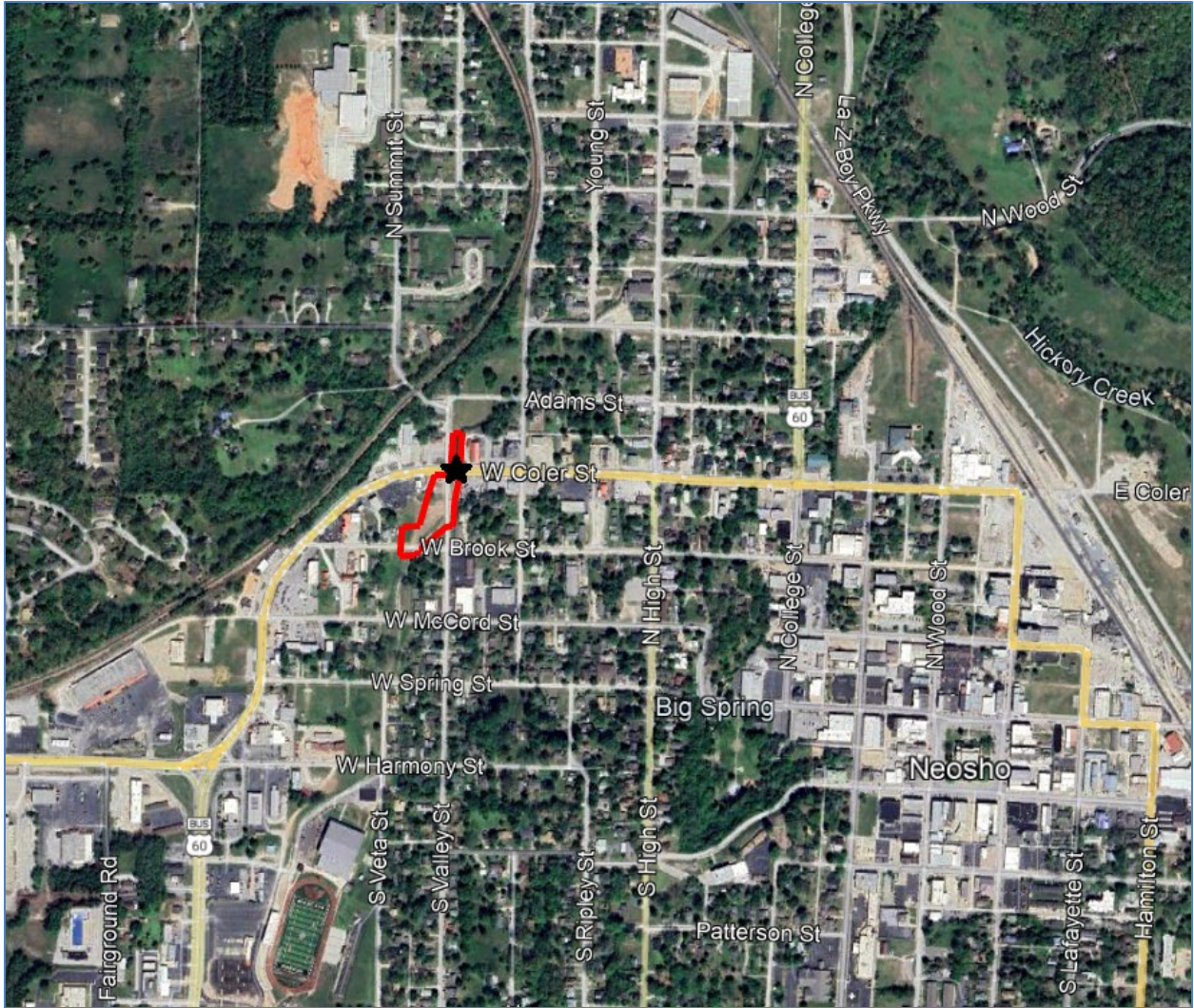


Exhibit B

Project Name: Route 86/Coler Street Stormwater Improvements

MoDOT Project Number: SRM0101

Description: Stormwater improvements along Dry Branch, including replacement of culvert J0622

Total Project Cost Estimate: \$1,441,629

Local Entity: City of Neosho

	Current Estimate	Cost Share/Participation Eligible
Preliminary Engineering	\$	\$
Right of Way Acquisition (including easements)	\$	\$
Right of Way Incidentals	\$	\$
Utilities	\$	\$
Construction	\$1,441,629	\$100,000
Construction Engineering	\$	\$
Total	\$1,441,629	\$100,000

Project Responsibilities:

Design	Entity
Right of Way Acquisition	Entity
Letting	Entity
Inspection	Entity

Financial Responsibilities:

Commission	\$100,000	Lump Sum Amount
City/County	\$1,341,629	
Total:	\$1,441,629	

How are overruns and underruns handled?

Commission's contribution is a lump sum payment of \$100,000. The Entity will be responsible for all overruns and underruns.

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Bill No. 2025-32: Agreement for Professional Engineering Services with Waters Edge

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Bill No. 2025-32 Authorizing Engineering Agreement for Neosho Aquatic Park Project
 2. Neosho-Waters Edge Agreement _Amended_ 2025.05.05
-

PURPOSE:

To approve an agreement for professional engineering services with Waters Edge Aquatic Design, LLC.

BACKGROUND:

The City of Neosho originally approved this agreement for Phase I of the Aquatic Park at the Neosho Golf Course. The city has chosen to continue with the design and engineering of the new facilities and park to eventually phase out the park system into the city.

RECOMMENDATION:

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

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement for Professional Engineering Services by and between the City of Neosho and Waters Edge Aquatic Design, LLC, a Missouri foreign limited liability company for the purpose of providing planning, design, development and construction engineering for the Neosho Aquatic Project and Park Development for the not to exceed amount for services of Four Hundred Seventy-Four Thousand and 00/100 Dollars (\$474,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Professional Engineering Services by and between the City of Neosho and Waters Edge Aquatic Design, LLC, a Missouri foreign limited liability company for the purpose of providing planning, design, development and construction engineering for the Neosho Aquatic Project and Park Development for the not to exceed amount for services of Four Hundred Seventy-Four Thousand and 00/100 Dollars (\$474,000.00); a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This is an agreement effective as of the date of last signature below between Waters Edge Aquatic Design, LLC ("ENGINEER") and the City of Neosho, Missouri ("OWNER").

The OWNER intends to plan, design, and construction of the Neosho Aquatic Project and Park Development, including site work and appurtenances ("PROJECT").

OWNER is authorized and empowered to contract with ENGINEER for the purpose of furnishing Engineering Services in connection with the PROJECT, and necessary funds for payment of said services are available.

OWNER and ENGINEER in consideration of their mutual understanding as set forth herein agree to the following scope of work, methods of delivery, fee basis, general conditions, and related issues ("Agreement"). This Agreement includes the following attached Appendices:

Appendix A - Terms and Conditions

Appendix B - ENGINEER's Services

Appendix C - OWNER's Responsibilities

Appendix D - Insurance

Appendix E - Billing Rates

Terms and conditions of this Agreement are described in Appendix A. ENGINEER agrees to perform engineering design services in accordance with the Scope of Services described in Appendix B. OWNER's Responsibilities are described in Appendix C. Insurance information is listed in Appendix D.

The OWNER hereby agrees to give the ENGINEER all its planning and design criteria, OWNER design and construction standards, and full information as to the OWNER's requirements for the PROJECT.

This Agreement represents the entire and integrated agreement between the ENGINEER and the OWNER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ENGINEER and the OWNER. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

Waters Edge Aquatic Design, LLC " ENGINEER "	City of Neosho, Missouri " OWNER "
By: 	By:
Print Name: Kyle A. McCawley	Print Name: _____
Print Title: Senior Project Manager	Print Title: _____
Date: <u>October 15, 2024</u>	Date: _____

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APPENDIX A - TERMS AND CONDITIONS

SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER will provide planning, schematic design and design development, construction documents, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. ENGINEER will serve as OWNER's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to OWNER during the performance of its services.
- C. ENGINEER will provide the Basic Services outlined and described in this Agreement.
- D. ENGINEER will provide Additional Services only following authorization by the OWNER.

OWNER'S RESPONSIBILITIES

2.01 Scope

- A. OWNER shall have the responsibilities set forth in this Agreement.

TIMES FOR PROVIDING SERVICES

3.01 General

- A. ENGINEER's obligation to provide services hereunder will be for a period of time that may reasonably be required for the completion of said services.
 - 1. If OWNER requests changes in scope, extent, or character of the PROJECT, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
 - 2. OWNER understands that ENGINEER cannot guarantee a construction completion date because construction activities are the Contractor's responsibility.
 - 3. The OWNER and ENGINEER are aware that many factors outside the ENGINEER's control may affect the ENGINEER's ability to complete the services to be provided under this Agreement. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.

3.02 Suspension

- A. The OWNER agrees that the ENGINEER is not responsible for damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services in an orderly and efficient manner, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

- B. If ENGINEER's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of ENGINEER, ENGINEER will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

PAYMENT TO ENGINEER

4.01 Compensation

- A. General: In addition to other requirements of this Agreement, compensation is based on the following:
1. A traditional design-bid-build delivery process with one prime contractor.
 2. Fees for special consultants (e.g. geotechnical consultant, topographic site survey, testing agencies, etc...) are not included. These consultants are generally contracted independently from the ENGINEERING SERVICES AGREEMENT. If special consultants are required within this agreement, fees for such services will be negotiated at the time based on the required scope of work.
 3. ENGINEER will furnish two (2) sets of the plans and specifications to the OWNER. Additional sets required for permitting, OWNER's review, bidding, or for construction will be furnished at the cost of reproduction and paid for by others (e.g. OWNER, Bidders, or Contractor).
 4. Number of on-site meetings. Up to three on-site meeting for meetings during the planning phase (Phase II) are included. Up to (to be negotiated at the completion of Phase I) on-site meetings by ENGINEER and ENGINEER's sub-consultants are included in the Basic Services. Additional visits will be provided for a lump sum fee of \$ (to be negotiated at the completion of Phase I) for each additional visit.
- B. The OWNER agrees to compensate the ENGINEER for the consulting services provided under this Agreement based on the following:

LUMP SUM AMOUNT:

PHASE I	\$34,000.00
PLANNING	
PHASE II	\$440,000.00
SCHEMATIC DESIGN & DESIGN DEVELOPMENT	
CONSTRUCTION DOCUMENTS	
BIDDING	
CONSTRUCTION ADMINISTRATION	
POST-CONSTRUCTION SERVICES	
TOTAL LUMP SUM AMOUNT:	\$474,000.00

- C. Expenses: Direct expenses for travel shall be billed at the direct amount. The anticipated direct expenses would be: gas, mileage and lodging.
- D. Compensation for additional or redesign services requested by OWNER during the Construction Phase will be based on Appendix B, Section 2 - Additional Services, unless agreed to otherwise.

4.02 Other Payment Provisions

- A. Invoices will be prepared using ENGINEER's standard practices and shall clearly identify the level of progress claimed.
- B. Payment Due: Invoices shall be submitted by the ENGINEER monthly in proportion to services provided, are due upon presentation, and shall be considered past due if not

paid within thirty (30) calendar days of the due date.

- C. Interest: If payment in full is not received by the ENGINEER within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principle.
- D. Suspension of Services: If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- E. If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within seven (7) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
- F. Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.
- G. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- H. In the event legal action is necessary to enforce the payment terms of this Agreement, the ENGINEER shall be entitled to collect from the OWNER any judgement or settlement sums due plus reasonable attorneys fees, court costs, and other expenses incurred by the ENGINEER for such collection action and, in addition, the reasonable value of the ENGINEER's time and expenses spent for such collection action, computed according to the ENGINEER's prevailing fee schedule and expense policies.

OPINIONS

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable construction costs for the PROJECT will be made on the basis of ENGINEER's professional judgment and experience.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions.

- C. ENGINEER makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

5.02 Opinions of Facility Operating Expenses and Revenue Projections

- A. ENGINEER's opinions of facility operating expenses and revenue projections for the PROJECT will be made on the basis of ENGINEER's professional judgment, experience, and historical data obtained from other similar facilities.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, utilities, supplies, materials, equipment, or services provided by others, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that actual operating expenses or projected revenues will not vary from opinions of facility operating expenses and revenue projections prepared by ENGINEER.

GENERAL CONSIDERATIONS

6.01 Performance Standards

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill normally furnished by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER and OWNER shall comply with applicable laws and regulations that are in effect as of the date of this Agreement and OWNER-mandated standards. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to the OWNER's responsibilities or to ENGINEER's scope of services, compensation, or times of performance.
- C. The ENGINEER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the ENGINEER, increase the ENGINEER's risk or the availability or cost of its professional or general liability insurance.
- D. As used herein, the word certify shall mean an expression of the ENGINEER's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the ENGINEER.

6.02 Project Representatives

- A. At the start of the PROJECT, ENGINEER and OWNER shall designate specific individuals to act as Project Representatives with respect to the services to be performed or furnished by the ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the PROJECT, on behalf of each respective party.

6.03 Use of Documents

- A. All Documents are instruments of service in respect to this PROJECT, and ENGINEER will retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed.
- B. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER for use, maintenance and repair of the PROJECT. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project.
- C. If the ENGINEER for any reason is not allowed to complete all the services called for by this Agreement, the ENGINEER shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the ENGINEER if used, reused, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by ENGINEER.

6.04 Insurance

- A. ENGINEER will procure and maintain insurance as set forth in Appendix D.
- B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the PROJECT.
- C. All policies of property insurance shall contain provisions to the effect that ENGINEER's interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

6.05 Termination

- A. In the event of termination of this Agreement by either party, the OWNER shall, within fifteen (15) calendar days of termination, pay the ENGINEER for all services rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination, in accordance with the payment provisions of this Agreement.
- B. The OWNER may terminate this Agreement for the OWNER's convenience and without cause upon giving the ENGINEER not less than seven (7) calendar days written notice.
- C. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
 - 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 - 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
 - 3. Suspension of the Project or the ENGINEER's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate.

4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- D. In the event of any termination that is not the fault of the ENGINEER, the OWNER shall pay the ENGINEER, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the ENGINEER in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6.06 Successors, Assigns, and Beneficiaries

- A. OWNER and ENGINEER each is hereby bound to the other party in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent mandated or restricted by law.

6.07 Third-Party Beneficiaries

- A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.08 Fiduciary Responsibility

- A. OWNER confirms that neither the ENGINEER nor any of the ENGINEER's subconsultants or subcontractors has offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEER or any of the ENGINEER's subconsultants or subcontractors, as a consequence of the ENGINEER's entering into this Agreement with the OWNER.

6.09 Jobsite Safety

- A. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction/project site, shall impose any duty on the ENGINEER, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the

OWNER, the ENGINEER and the ENGINEER's subconsultants. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

6.10 Controlling Law

- A. This Agreement is to be governed by the law of the State of Missouri.

6.11 Dispute Resolution

- A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- B. OWNER and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- C. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

6.12 Hazardous Environmental Conditions

- A. OWNER represents to ENGINEER that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site.
- B. Both parties acknowledge that the ENGINEER's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.

6.13 Allocation of Risks

- A. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.
- B. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.
- C. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
- D. In recognition of the relative risks and benefits of the PROJECT to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER to the OWNER shall not exceed the ENGINEER's total fees for services rendered on this

PROJECT. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

- E. It is intended by the parties to this Agreement that the ENGINEER's services in connection with the PROJECT shall not subject the ENGINEER's individual employees, officers, members or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Missouri limited liability company, and not against any of the ENGINEER's individual employees, officers, members or directors.

6.14 Consequential Damages

- A. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

6.15 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Code Compliance

- A. The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA) will be subject to various and possibly contradictory interpretations. The ENGINEER, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the PROJECT. The ENGINEER, however, cannot and does not warrant or guarantee that the PROJECT will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the PROJECT.
- B. The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

6.19 Betterment

- A. When a Change Order is necessitated by an act or omission of ENGINEER or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by OWNER and ENGINEER. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by ENGINEER or of the lack of professional quality deliverables prepared by ENGINEER, OWNER shall be entitled to an amount equal to the difference between the actual cost of the change Work and the estimated cost of the change Work (less added value to the OWNER) if there had been no such act, omission, or error. ENGINEER shall pay such sum to OWNER.

6.20 Construction Management

- A. If the OWNER elects to employ a construction manager, the OWNER will promptly notify the ENGINEER of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of the ENGINEER. If the employment of such construction manager by the OWNER results in additional time or expense to the ENGINEER to prepare for, coordinate with or respond to the construction manager, the ENGINEER shall be entitled to an equitable adjustment in fees and time for performance of these services.

6.21 Changed Conditions

- A. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

6.22 Confidential Communications

- A. The ENGINEER may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the OWNER. Those about whom reports and opinions are rendered may as a consequence initiate claims against the ENGINEER. To help create an atmosphere in which the ENGINEER may freely report or express such opinions candidly in the interest of the OWNER, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harm-less the ENGINEER against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by the ENGINEER to the OWNER or to the OWNER's agents.

6.23 Permits and Approvals

- A. The ENGINEER shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the ENGINEER's services are being engaged. This assistance will consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction

documents, and other services normally provided by the ENGINEER and included in the scope of Basic Services of this Agreement.

6.24 Design With Limited Construction Administration

- A. It is understood and agreed that the ENGINEER's Basic Services under this Agreement includes limited project observation or review of the Contractor's performance or any other construction phase services.
- B. OWNER will forward requests modifications, clarifications, or interpretations to ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.
- C. If the OWNER requests in writing that the ENGINEER provide any additional construction phase services and if the ENGINEER agrees in writing to provide such services, then they shall be compensated for as Additional Services as discussed in this Agreement.

6.25 Design Without Construction Administration

- A. It is understood and agreed that the ENGINEER's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the ENGINEER that may be in any way connected thereto.
- B. In addition, the agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.
- C. If the OWNER requests in writing that the ENGINEER provide any specific construction phase services and if the ENGINEER agrees in writing to provide such services, then they shall be compensated for as Additional Services as discussed in this Agreement.

DEFINITIONS

7.01 Defined Terms

- A. As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.
 - 1. CERTIFY, CERTIFICATION: A statement of the ENGINEER's opinion, based on his or her observation of conditions, to the best of the ENGINEER's professional

knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the ENGINEER's certification shall not relieve the OWNER or the OWNER's contractors of any responsibility or obligation they may have by industry custom or under any contract.

2. **COST ESTIMATE:** An opinion of probable construction cost made by the ENGINEER. In providing opinions of probable construction cost, it is recognized that neither the OWNER nor the ENGINEER has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the ENGINEER's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the OWNER's budget or from any opinion of probable cost prepared by the ENGINEER.
 3. **DAY, DAYS:** A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
 4. **INSPECT, INSPECTION:** The visual observation of construction to permit the ENGINEER, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the ENGINEER makes no guarantee for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.
 5. **RECORD DOCUMENTS:** Drawings prepared by the ENGINEER upon the completion of construction based upon the drawings and other data furnished to the ENGINEER by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, the ENGINEER makes no warranty of the accuracy or completeness of the drawings. Refer to Appendix B – ENGINEER Services to determine if preparation of Record Documents is part of Basic Services or Additional Services.
- B. Additional terms and definitions are referenced as part of this Agreement in Article 7 – Definitions of the Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee EJCDC No. 1910-1 (1996 Edition).

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APPENDIX B - ENGINEER'S SERVICES

ENGINEER will provide site evaluation, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT as set forth below.

BASIC SERVICES

1.01 Phase I – Planning (PHASED COMPLETED APRIL 2025)

- A. Anticipated project scope for the ENGINEER
 - 1. Provide engineering and architectural services for the design and construction of a OWNER recreational park that will include an aquatic park, playground, golf clubhouse, driving range and golfcart barn.
- B. ENGINEER will complete the following service tasks:
 - 1. Program Development
 - a. Develop list of proposed program/activities needs, features, capacities, space allocation and requirements
 - 2. Concept Planning
 - a. Prepare concept scenarios
 - b. Prepare magnitude of capital cost information for each concept scenario
 - c. Develop preliminary operations projections
 - d. Refine Preferred Concept Scenario
 - e. Develop schedule for repairs
 - f. Prepare project cost budget
 - g. Meeting with Staff
 - 3. Prepare Final Report and Recommendations
 - a. Document assessment findings with repairs
 - b. Document concepts considered
 - c. Document preferred concept
 - d. Prepare final concept graphics
 - e. Summarize next steps
 - 4. On-site meeting with Staff and Governing Body
 - a. Project kick-off meeting
 - Objective - Review and discuss project goals and site visit.
 - b. Present planning and concept progress: 50% and 100%
 - Objective – present project progress
 - Quantity – 2
 - 5. Deliverables:
 - a. Provide promotional support information to assist with communications about the project
 - b. Color plan view drawings of pool concept layouts (2D)
 - 3D rendering is additional services.
 - c. Capital and operational costs for the final layout
 - d. Magnitude of cost for options
 - e. Operation performance
 - f. Documentation and final report

1.02 Phase II - Schematic Design + Design Development

AMENDMENT – MAY 1, 2025

SCOPE OF WORK:

THE SCOPE OF WORK CONSISTS ARCHITECTURAL DESIGN AND ENGINEERING SERVICES LOCATED AT 1850 CLUBHOUSE ROAD, NEOSHO, MO 64850. SERVICES TO INCLUDE THE FOLLOWING DESIGN PHASES: SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING, CONSTRUCTION ADMINISTRATION, AND POST CONSTRUCTION. SCOPE OF SERVICES INCLUDE:

1. POOL INFRASTRUCTURE, INCLUDING SANITARY, WATER, AND POWER.
2. NEW INCLUSIVE PLAYGROUND, INCLUDING LIGHTING.
3. (8) PICKLEBALL COURTS, INCLUDING LIGHTING, PAVILION, CONCESSION AND RESTROOMS.
4. IMPROVEMENTS TO THE GOLF SHOP, INCLUDING NEW ADDITION FOR GOLF CARTS AND INTERIOR RENOVATIONS OF EXISTING FACILITY, DRIVING RANGE IMPROVEMENTS, DEMO OF EXISTING METAL BUILDINGS, AND IMPROVEMENTS TO CHIPPING AND PUTTING GREENS.
5. IMPROVEMENTS TO THE SITE INCLUDE NEW ENTRY AND EXISTING PARKING LOT IMPROVEMENTS, A NEW PARKING LOT AT THE PLAYGROUND/PICKLEBALL AREA, WALKING/BIKE TRAIL, LANDSCAPING, AND FENCING AND GATE.

SERVICES INCLUDE:

ARCHITECTURAL DESIGN

INTERIOR DESIGN

MEP ENGINEERING

STRUCTURAL ENGINEERING

CIVIL ENGINEERING

SURVEY

LANDSCAPING DESIGN

GOLF COURSE CONSULTANT

GEOTECHNICAL ENGINEERING

SERVICES EXCLUDES:

CONSTRUCTION TESTING

TRAFFIC STUDY, CAN BE PROVIDED AS AN ADDITIONAL SERVICE IF REQUESTED.

A. Phase to begin when the following items occur

1. City April 2025 referendum
2. OWNER authorized ENGINEER in writing to proceed to Phase II.

- B. ENGINEER will complete the following Design Development Phase tasks:
1. ENGINEER will use available information from the evaluation and concept phase as the basis for the pool layout and design criteria.
 2. ENGINEER's work will include pool site development. ENGINEER will coordinate pool facilities within the available site.
 3. When the Design Development is complete, ENGINEER will meet with OWNER to review the drawings and cost information. Based on comments by the OWNER, ENGINEER will adjust the design and prepare the final Preliminary Design documents.
 4. At the conclusion of the Design Development phase, ENGINEER will make a final presentation to the group designated by OWNER. The presentation will include a summary of the entire PROJECT in a written document as well as a verbal presentation. ENGINEER will create a Power Point presentation that describes the Preliminary Design and summarizes the PROJECT findings. ENGINEER will provide a colored layout drawing for the recommended pool design.

1.03 Phase III - Final Design/Construction Documents

- A. Phase to begin when the following items occur
1. City April 2025 referendum
 2. OWNER authorized ENGINEER in writing to proceed to Phase III.
- B. After acceptance by OWNER of the Design Development documents, ENGINEER will:
1. On the basis of the above acceptance, prepare final engineering design and prepare final construction documents including bidding documents, specifications and drawings indicating the scope, extent, and character of the work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute.
 2. Provide design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist OWNER in consultations with appropriate authorities.
 3. Prepare and furnish Final Construction Documents for review and approval by OWNER.
 4. The number of prime contracts for work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).
 5. ENGINEER will provide an updated opinion of probable cost of the PROJECT.
- C. ENGINEER's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted by the OWNER. Under this Agreement ENGINEER will furnish two (2) final sets of the plans and specifications to the OWNER. If requested, additional sets will be furnished at the cost of reproduction.

1.04 Phase IV - Bidding

- A. Phase to begin when the following items occur
1. City April 2025 referendum
 2. OWNER authorized ENGINEER in writing to proceed to Phase IV.

- B. After acceptance by OWNER of the Bidding Documents, and upon written authorization by OWNER to proceed ENGINEER will:
 - 1. Assist OWNER in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders. Cost for printing and mailing of these documents will be paid for by prospective bidders.
 - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3. Assist OWNER in evaluating the low bidder's proposal. Furnish and assist in assembling up to four (4) sets of Contract Documents for execution by OWNER and Contractor.
 - 4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- C. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective bidder.

1.05 Phase V - Construction Administration

- A. Phase to begin when the following items occur
 - 1. City April 2025 referendum
 - 2. OWNER authorized ENGINEER in writing to proceed to Phase V.
- B. Upon successful completion of the Bidding Phase, ENGINEER will perform the following:
 - 1. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in performance of Construction Administration of the Construction Contract to the extent provided in this Agreement and said General Conditions.
 - 2. ENGINEER shall distribute plans and specifications to the selected reproduction company. The reproduction and shipping costs for these documents shall be paid for by OWNER.
 - 3. Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services needed for the PROJECT.
 - 4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work while it is in progress:
 - a. ENGINEER will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow ENGINEER, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
 - b. Based on this general observation, ENGINEER will keep the OWNER informed about the progress of the Work and shall advise the OWNER about observed deficiencies in the Work.
 - c. ENGINEER will not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the OWNER's safety precautions or programs in connection with the Work. These rights and responsibilities are solely

- those of the Contractor in accordance with the Contract Documents.
- d. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by ENGINEER as Additional Services in accordance with the terms of this Agreement.
 - e. ENGINEER will not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
5. **Defective Work.** Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. ENGINEER will advise and consult with the OWNER on correction of Defective work and shall assist the OWNER in testing of work believed to be defective if necessary. Services in connection with the evaluation of and determination to accept Defective work by contractor, including required re-design services, will be paid in accordance with Section 2 - Additional Services.
 6. **Clarifications, Interpretations, and Field Orders.** Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
 7. **Change Orders.** Recommend Change Orders to OWNER, as appropriate, and prepare Change Orders as required.
 8. **Shop Drawing Review.** Review and take other appropriate action on the submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Review of a specific item shall not indicate that ENGINEER has reviewed the entire assembly of which the item is a component. ENGINEER will not be responsible for any deviations from the Construction Documents not brought to the attention of ENGINEER in writing by the Contractor.
 9. **Substitutes and "or-equal".** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. If the substitute product requires re-design, the cost for these services will be paid as described in Section 2 – Additional Services.
 10. **Inspections and Tests.** Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. ENGINEER will be entitled to rely on the results of such tests.
 11. **Applications for Payment.** Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's

representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents.

- b. By recommending any payment, ENGINEER will not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

12. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- c. ENGINEER will transmit these documents to OWNER.

13. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the work Substantially Complete, ENGINEER will deliver a notice of Substantial Completion to OWNER and Contractor.

14. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

- C. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT and will terminate upon written recommendation by ENGINEER for final payment to Contractor.

1.06 Phase VI - Post-Construction Services

- A. Phase to begin when the following items occur

- 1. City April 2025 referendum
- 2. OWNER authorized ENGINEER in writing to proceed to Phase VI.

- B. During the Post-Construction Phase, ENGINEER will:

1. Provide assistance in connection with the testing and adjusting of PROJECT equipment or systems.
 2. Assist in training OWNER's staff to operate and maintain PROJECT equipment, and systems.
 3. Together with OWNER, visit the PROJECT to observe any apparent defects in the work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
 4. If requested by OWNER and in company with OWNER, provide a review of the PROJECT within one month before the end of the Warranty Period to ascertain whether any portion of the work is subject to correction.
- C. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Appendix, will terminate upon written recommendation by ENGINEER for final payment to Contractor.

ADDITIONAL SERVICES

2.01 Scope of Additional Services

- A. ENGINEER will advise OWNER as to the necessity of data or services of the types described in Section 2 – Additional Services, which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
- B. If authorized in writing by OWNER, ENGINEER will furnish or obtain from others Additional Services of the types listed below. OWNER will pay for these services based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.
 1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
 2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by OWNER.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, any other causes beyond ENGINEER's control.
 4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
 5. Services required for re-design as a result of substitute products during the construction phase.
 6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by OWNER or others.
 7. Services required as a result of OWNER's providing incomplete or incorrect PROJECT information with respect to Appendix B.
 8. Services during authorized out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
 9. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the OWNER's program or other instruction.
 10. Providing construction surveys and layouts to enable Contractor to perform its work.
 11. Providing assistance in resolving any Hazardous Environmental Condition in

compliance with current Laws and Regulations.

12. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on PROJECT annotated record documents received from Contractor.
13. Preparing to serve or serving as engineer or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.
14. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
15. Providing an enhanced or detailed pool operations manual.
16. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

END OF APPENDIX B 9 00004.03

APPENDIX C - OWNER'S RESPONSIBILITIES

The Agreement is amended and supplemented to include the following Agreement of the parties.

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish copies of all design and construction standards that OWNER will require to be included in the Drawings and Specifications. Furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- C. Furnish to ENGINEER any other available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Provide topographic survey for the Site, if needed.
- E. Provide geotechnical engineering services in connection with explorations and tests of subsurface conditions at the Site including providing a written report with recommendations.
- F. If demolition of existing facilities is required, provide a building materials assessment for identification of hazardous materials, such as asbestos, and have such materials removed and disposed of properly before start of construction.
- G. Following ENGINEER's assessment of initially-available PROJECT information and data and upon ENGINEER's request, furnish or otherwise make available such additional PROJECT related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or if any other development that affects the scope or time of performance of ENGINEER's services, or any defect or non-conformance in ENGINEER's services or in the work of any Contractor.
- I. Authorize ENGINEER to provide Additional Services as required by OWNER.
- J. Arrange for safe access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under the Agreement.
- K. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or ENGINEER's as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- L. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the PROJECT designed or specified by ENGINEER.
- M. Provide, as required for the PROJECT:
 - 1. Accounting, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the PROJECT as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the work with appropriate professional interpretation thereof.

END OF APPENDIX C 9 00004.11

APPENDIX D - INSURANCE

The Agreement is amended and supplemented to include the following Agreement of the parties.

The limits of liability for the insurance required by this Agreement are as follows:

A. By ENGINEER:

1. Workers' Compensation: Statutory
2. Employer's Liability:
 - a. Each Accident \$500,000
 - b. Disease, Policy Limit \$500,000
 - c. Disease, Each Employee \$500,000
3. General Liability:
 - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - b. Personal and advertising injury \$1,000,000
 - c. Products - completed operations aggregate \$2,000,000
 - d. General Aggregate \$2,000,000
4. Excess or Umbrella Liability:
 - a. Each Occurrence \$2,000,000
 - b. General Aggregate \$2,000,000
5. Automobile Liability:
 - a. Combined Single Limit (Bodily Injury and Property Damage and Hired and Non-Owned Auto Liability) Each Accident \$1,000,000
6. Professional Liability Insurance
 - a. Limits of \$1,000,000 per claim and \$2,000,000 annual aggregate
 - b. Certificate can be furnished upon request.

END OF APPENDIX D 9 00004.12

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APPENDIX E - BILLING RATES (2024)

The Agreement is amended and supplemented to include the following Agreement of the parties.

The following range of billing rates represent the range of individuals who may work on this project. These rates do not apply to expert witness services. Billing rates for expert witness services will be furnished upon request. Billing Rates are subject to change each year.

Principal Engineer	\$160 to \$210 per hour
Aquatic Design Engineer	\$100 to \$160 per hour
Aquatic Design Engineer-in-Training	\$85 to \$100 per hour
Senior Project Designer/Manager	\$95 to \$130 per hour
Project Designer	\$75 to \$95 per hour
Aquatics Consultant	\$100 to \$130 per hour
Administrative Assistant	\$60 to \$85 per hour

Expenses

- A. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work. Special project expenses are those that are requested by the OWNER for their project, such as renderings, models, testing or other special items. The OWNER must authorize any special expense prior to our incurring that expense.
- B. The following items are examples of basic expenses.
 - 1. Travel costs including airfare, rental vehicles, rental fuel, mileage, and other transportation costs.
 - 2. Mileage costs are billed at the IRS-approved rate.
 - 3. Lodging including motel costs and all related taxes.
 - 4. Meals including tips (no alcohol).
 - 5. Printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.

END OF APPENDIX E 9 00004.13

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Resolution Bill No. 2025-16: Blue Shield Program for Neosho Police Department

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Res. Bill No. 2025-16 Blue Shield Program_Neosho PD

PURPOSE:

To approve a Resolution for the Blue Shield Program as signed in Executive Order 25-03 by Governor Kehoe.

BACKGROUND:

Participation in the Blue Shield Program demonstrates the City's commitment to adopting best practices in policing, increasing officer wellness and training, and fostering a safer, more resilient community. Showing support and getting approved for the program makes a lot more future grants available to the Police Department.

RECOMMENDATION:

Approve the resolution as presented and authorize the Mayor to execute it.

RESOLUTION BILL NO. 2025-16

A RESOLUTION of the City of Neosho, Missouri, affirming the City's commitment to public safety through participation in the Blue Shield Program.

WHEREAS, the City of Neosho, Missouri, recognizes the importance of proactive and collaborative efforts to enhance public safety and community trust; and

WHEREAS, the Blue Shield Program is a statewide initiative designed to strengthen relationships between law enforcement and the communities they serve by promoting transparency, accountability, and engagement; and

WHEREAS, participation in the Blue Shield Program demonstrates the City's commitment to adopting best practices in policing, increasing officer wellness and training, and fostering a safer, more resilient community; and

WHEREAS, the City supports law enforcement agencies that uphold the values of integrity, service, and partnership with the public; and

WHEREAS, the City Council desires to affirm their support for the City's participation in this initiative as a reflection of their commitment to advancing public safety and community wellbeing;

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

Section 1. The City of Neosho hereby endorses and supports participation in the Blue Shield Program.

Section 2. The City commits to working collaboratively with local, regional, and state partners to implement the goals and principles of the Blue Shield Program, including public safety innovation, officer development, and community engagement.

Section 3. The Mayor, City Administrator, and Police Chief are authorized to take such actions as may be necessary to advance the City's involvement in the Blue Shield Program.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 6th day of May, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

RESOLUTION BILL NO. 2025-16

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Chamber of Commerce Update

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Request for Closure of Square for All School Reunion Event

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

1. PROPOSED All School Reunion Alcohol Map

PURPOSE:

To request City Council's approval for Neosho Charitable Foundation to close the entire Square and W. Main Street from S. Jefferson Street to S. Wood Street from 11am-12am, and to allow alcohol to be carried within the designated event area, as part of the Neosho School District All Class Reunion event.

BACKGROUND:

Neosho Charitable Foundation is coordinating a Neosho School District All-Class Reunion event and is requesting permission to temporarily close the square and W. Main Street from S. Jefferson Street to S. Wood Street to accommodate festivities. As part of the event, they are also requesting approval to allow alcohol to be carried and consumed within a designated area, both inside and outside the square, including to the Municipal Auditorium. The event will take place on Saturday, October 11, 2025, and the Neosho Charitable Foundation intends to follow all applicable regulations related to public safety, security, and alcohol distribution.

RECOMMENDATION:

City Staff recommends approval of Neosho Charitable Foundation's request to close the entire Square and W. Main Street from S. Jefferson Street to S. Wood Street from 11am-12am, and to allow alcohol to be carried within the designated event area, as part of the Neosho School District All Class Reunion event.

Clay Cup

Sam's Cellar

Downtown Nutrition

Nighthawk Gallery

Osage Spring

Sho-Me Sugar

MAP KEY

STREET

SIDEWALK

ALCOHOL ALLOWED

CROSSWALK

Magnolia & Sunshine

Miss Daisy's Home & Decor Co.

A-Ray's Desserts

Eastside Social

Wood Street

Washington Street

Spring Street

NEWTON COUNTY COURTHOUSE

Main Street

Municipal Auditorium

Briar & Thistle

Indian Springs Brewing Company



REQUESTED COUNCIL MEETING DATE: May 6, 2025**ITEM:** Withdrawal from RTP High Grounds Trail Grant (2022-04)

ORIGINATING DEPARTMENT: Development Services Department**ATTACHMENT:****1. High Grounds Trail Project Withdrawal**

PURPOSE:

The purpose of this item is to gain the council's approval to withdraw from the Recreational Trails Program grant number 2022-04.

BACKGROUND:

This grant was originally awarded in September 2022 to construct 1.75 +/- of bike trails with features on the east side of Hickory Creek in North Morse Park to include a foot bridge across the creek to the trail head. As the preliminary work has progressed on the project, it has become apparent that the amount originally estimated for the foot bridge was significantly underestimated. The original budget for the project was \$152,652 with the city's match being \$60,000 of that amount to be contributed by the construction of the foot bridge. The original grant writer did not consider the cost of engineering construction in a floodplain/floodway and the span required by of the creek. Once these costs are factored in, the estimated cost of the bridge has gone from the \$60,000 to as much as \$300,000. The city's cost to withdraw would be approximately \$4,300 for the city's share of the cultural study. The cultural study is good for several if the city develops another plan for that area.

RECOMMENDATION:

Staff recommends that the City Council authorizes withdrawal from grant.



City of Neosho

203 E. Main Street
Neosho, MO, 64850
417 / 451-8050 phone
417 / 451-8065 facsimile
www.neoshomo.gov

Missouri Department of Natural Resources
Grants Management Section
Recreational Trails Program
P.O. Box 176
Jefferson City, MO 65102-0176

Re: RTP Project 2022-04, High Grounds Bike Preserve

As this project has progressed it has become apparent that the expected cost of constructing a bridge over Hickory Creek to access the proposed trail head has increased by nearly 500%. Unfortunately, this unexpected cost increase has placed the bridge out of the city's budget. It is understandable that MoDNR is not interested in sponsoring the project if there is not a direct connection to the proposed trail via a bridge.

Therefore, the City of Neosho respectfully requests to withdraw from our Recreational Trail Project Grant 2022-04 for the High Grounds Bike Preserve. We understand that it will be necessary to return funds that have been expended and will move to quickly resolve and close this grant if our withdrawal is permitted.

If you have any questions, or additional information, please contact:

Richard Leavens
Development Services Director
rleavens@neoshomo.gov
417.451.8050

Sincerely,

David Kennedy
City Manager

REQUESTED COUNCIL MEETING DATE: May 6, 2025

ITEM: Lower High School Branch Extension - Brook/McCord Street to Summit/Valley Street

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Extension Change Order 2
 2. Stormwater Map
-

PURPOSE:

To seek Council's approval to extend the scope of work for the Lower High School Branch Stormwater Project and extend from Adams Street South to Brook Street.

BACKGROUND:

The Lower School Branch Stormwater project is part of the ARPA grant. The Hatchery and Lower High School Branch project once bid came in under budget. Staff received approval from the Missouri Department of Natural Resources to seek extension of this project to utilize the remaining ARPA funds. In December 2024, staff requested engineering services to extend the work on the Lower High School Branch and Allgeier Martin and Associates completed the engineering for the extension. The extension would connect the Lower School Branch ARPA project ending at Adams, by continuing South to Brook. The total project extension is \$2,119,710.36. This extension will be funded with the remaining ARPA Project dollars of \$1,189,765.46, MODOT assistance of \$100,000 and the balance of \$829,944.90 from General and Drainage fund balance.

The fund balance of Drainage and General are capable of this additional cost and the City will not be harmed financially by this investment in the stormwater system.

With approval of the extension, the total ARPA project cost is \$7,222,944.90 of which \$6,393,000 is from ARPA grants and MODOT assistance leaving \$829,944.90 to be paid from fund balance of the City.

Without this extension and phasing in the drainage projects, there will be areas that will have the work duplicated. The box culverts at Coler could be 5-10 years for the bridge/culverts to be placed on the replacement list of MODOT, in addition to the future value of project cost.

RECOMMENDATION:

Staff recommends approval of the extension and to authorize the City Manager to work the parties to bring back the respective agreements to Council in relation to this extension.

Project Name: Lower High School Branch Stormwater Improvements
Location: Starting at Adams Street south to Brook Street, Neosho, MO
Engineer's Estimate: \$2,145,036.82
Date: April 25, 2025

Construction					
Item #	No. of Units			Unit Price	Extended Total
1	1	LS	Removal of Improvements	\$ 20,000.00	\$ 20,000.00
2	4,875	CY	Class A Excavation	\$ 8.21	\$ 40,023.75
4	4,756	CY	Class 4 Excavation	\$ 42.82	\$ 203,651.92
5	299	CY	Furnishing and Placing Type 2 Rock Blanket	\$ 59.26	\$ 17,700.96
12	1	EA	Type 1, 60" Dia. Manhole, Complete & In-Place (7.5 ft Standard Depth)	\$ 8,509.37	\$ 8,509.37
14	6	LF	Type 1, 60" Dia. Extra Depth, Complete & In-Place	\$ 319.62	\$ 1,917.72
15	1	EA	Hydrostatic Testing of Type 1, 60" Dia. Manholes, Complete	\$ 907.74	\$ 907.74
18	4	EA	4" AVT Easy Valve	\$ 8,960.58	\$ 35,842.32
19	2	EA	8" AVT Easy Valve	\$ 11,447.51	\$ 22,895.02
20	101	LF	Water Line Relocation 4" Dia. Class C9000 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications.	\$ 107.08	\$ 10,815.08
21	220	LF	Water Line Relocation 8" Dia. Class C9000 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications.	\$ 80.85	\$ 17,787.00
22	1	LS	Flushing, Pressure and Leak Testing, and Disinfection of 4" Dia. Water Lines, Complete & In-Place, Per Plans & Specifications	\$ 899.11	\$ 899.11
23	1	LS	Flushing, Pressure and Leak Testing, and Disinfection of 8" Dia. Water Lines, Complete & In-Place, Per Plans & Specifications	\$ 1,639.46	\$ 1,639.46
25	181	SY	Precast Concrete Block Retaining Wall	\$ 719.84	\$ 130,291.04
26	1289	SY	4" Thick Asphaltic Pavement	\$ 22.20	\$ 28,615.80
27	11	SY	8" Thick Concrete Pavement	\$ 105.82	\$ 1,164.02
28	1721	SY	Geogrid	\$ 3.47	\$ 5,971.87
29	1721	SY	Type 1 Aggregate Base, 6" Thick	\$ 8.28	\$ 14,249.88
30	187	LF	Standard Curb & Gutter	\$ 51.11	\$ 9,557.57
31	5	EA	ADA Ramps	\$ 2,191.43	\$ 10,957.15
32	43	SF	Truncated Domes	\$ 89.95	\$ 3,867.85
32	186	SY	Concrete Sidewalk	\$ 93.57	\$ 17,404.02
33	-234	SY	6" Thick Concrete Paved Ditch	\$ 91.52	\$ (21,415.68)
34	130	LF	4' Tall Black Vinyl Coated Chain Link Fence	\$ 97.62	\$ 12,690.60
36	1	LS	Traffic Control	\$ 5,318.92	\$ 5,318.92
37	1	LS	Contractor Furnished Surveying and Staking	\$ 14,183.79	\$ 14,183.79
41	1	LS	Finish Grading	\$ 19,182.90	\$ 19,182.90
42	1	LS	Topsoil, Seeding, Fertilizing, Liming and Mulching	\$ 35,869.94	\$ 35,869.94
43	1	LS	Maintain SWPPP, Including Reporting Requirements	\$ 5,114.34	\$ 5,114.34
44	1	LS	All Other Miscellaneous Items Necessary for Completion of the Project, Complete and In Place	\$ 58,757.52	\$ 58,757.52
53	1	EA	Type 1, 48" Dia. Manhole, Complete & In-Place	\$ 5,870.79	\$ 5,870.79
54	4	LF	Type 1, 48" Dia. Extra Depth, Complete & In-Place	\$ 605.55	\$ 2,422.20
55	1	EA	Hydrostatic Testing of Type 1, 48" Dia. Manholes, Complete	\$ 550.00	\$ 550.00
56	201	LF	8" Dia. SDR 26 PVC Gravity Sewer Pipe (Trenching, Bedding, Backfill)	\$ 154.64	\$ 31,082.64
57	201	LF	Pressure Testing and Deflection Testing of 8" Dia. Gravity Sewer Pipe	\$ 5.23	\$ 1,051.23
58	1	EA	Sewer Lateral Reconnection	\$ 500.00	\$ 500.00
59	1	EA	Force Main 2" Air Relief Valve	\$ 10,431.41	\$ 10,431.41
60	67	LF	8" Steel Encasement	\$ 96.31	\$ 6,452.77
61	1	EA	Triple 7' Tall x 10' Span RCB (Trenching, Bedding, Backfill, Surface Restoration) (Valley & Coler)	\$ 802,876.86	\$ 802,876.86
62	1	EA	Double 7' Tall x 10' Span RCB (Trenching, Bedding, Backfill, Surface Restoration) (Brook)	\$ 296,749.69	\$ 296,749.69
63	1	LS	Connect to existing Box Culvert	\$ 8,484.69	\$ 8,484.69
64	432	SY	9.5" Thick Asphaltic Pavement (Coler St.)	\$ 77.57	\$ 33,510.24
65	36	SY	Concrete Driveway, Grading, Compaction, and Base Rock	\$ 184.73	\$ 6,650.28
66	261	LF	Type B Barrier Curb	\$ 53.89	\$ 14,065.29
67	400	LF	2' Rollback Curb	\$ 49.31	\$ 19,724.00
68	85	LF	15" Class III Reinforced Concrete Pipe	\$ 215.23	\$ 18,294.55
69	86	LF	18" Class III Reinforced Concrete Pipe	\$ 81.58	\$ 7,015.88
70	6	LF	36" Class III Reinforced Concrete Pipe	\$ 219.95	\$ 1,319.70
71	3	EA	18" Concrete Flared End Section, Inc. Trenching, Bedding, Backfill	\$ 979.31	\$ 2,937.93
72	2	EA	Precast Drop Inlet W/ Neenah R-3347	\$ 6,217.17	\$ 12,434.34
73	5	EA	Precast Drop Inlet W/ Neenah R-3295-1L	\$ 5,083.07	\$ 25,415.35
74	1	LS	Waste Area Push Off	\$ 60,000.00	\$ 60,000.00
75	1	LS	Wingwall	\$ 42,826.00	\$ 42,826.00
TOTAL CONSTRUCTION AMOUNT					\$ 2,145,036.82

Change Order 1					
1	LS	Change Order 1		\$ (25,326.46)	\$ (25,326.46)
TOTAL CONSTRUCTION AMOUNT					\$ 2,119,710.36

MODOT Contribution	\$ 100,000.00
TOTAL CONSTRUCTION AMOUNT	\$ 2,019,710.36



LOWER HIGH SCHOOL BRANCH
STORMWATER IMPROVEMENTS

FREEMAN ROAD
STORMWATER IMPROVEMENT
(REQUIRED FOR STRATFORD
PL. OR HEARRELL AVE.
STORMWATER PROJECTS)

STRATFORD PLACE
STORMWATER IMPROVEMENTS

HATCHERY BRANCH
STORMWATER IMPROVEMENTS

HEARRELL AVE. AND PARK STREET
STORMWATER IMPROVEMENTS

UPPER HIGH SCHOOL BRANCH
STORMWATER IMPROVEMENTS



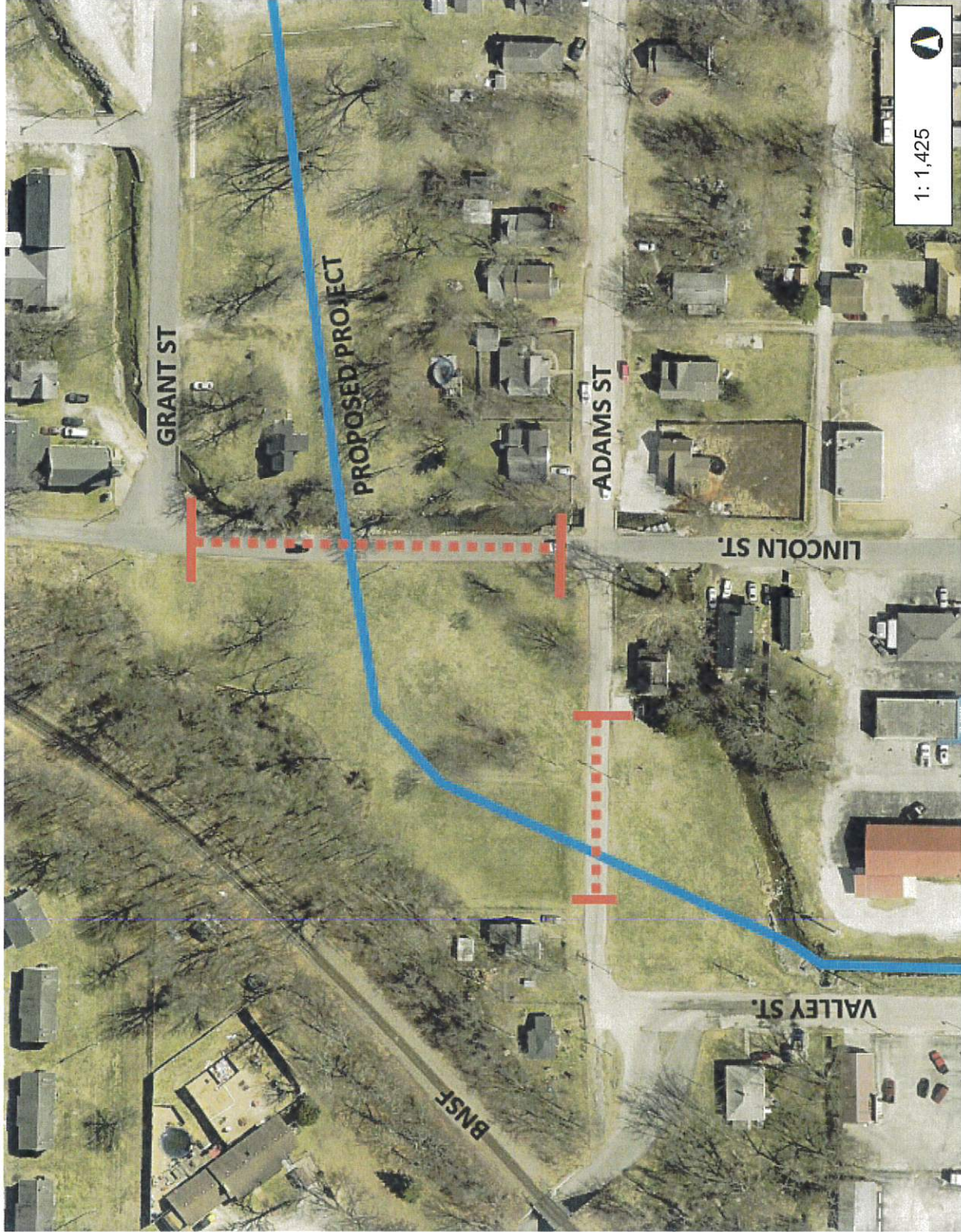
Freeman Road from Stratford Place north to drainage culvert





Stratford Place from Flower Box Lane to Freeman Road

Neosho, MO



1: 1,425



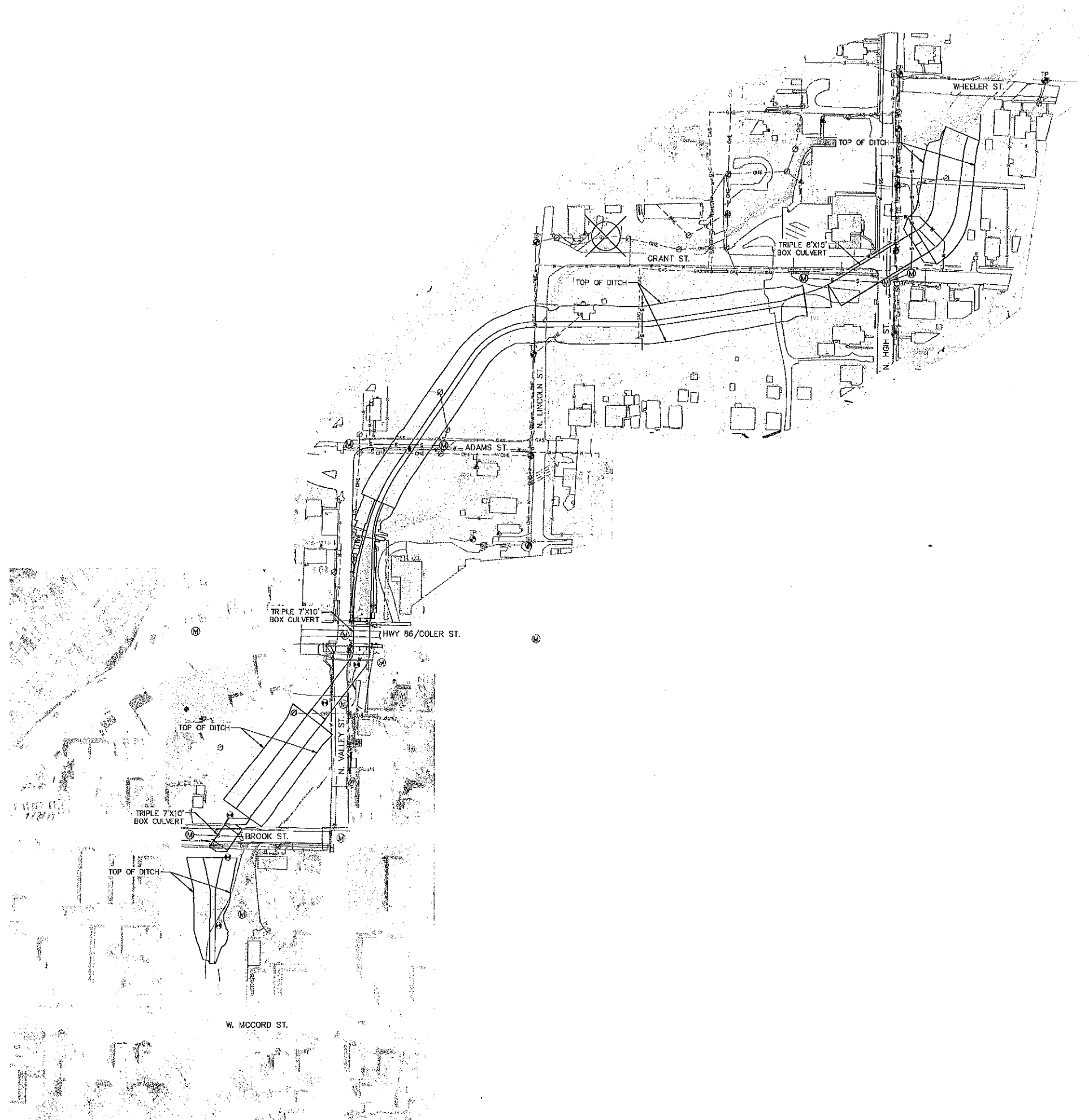
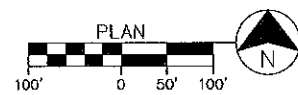
Legend

Notes

LOWER SCHOOL BRANCH
STORMWATER PROJECT
ROAD CLOSURES
WEST ADAMS
N LINCOLN

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

237.5 0 118.76 237.5 Feet





NOTES:

1. SANITARY SEWER AND WATER MAIN LINES ARE APPROXIMATE FROM GIS.

EXISTING WATER MAIN
EXISTING SEWER MAIN
WATER MAIN RELOCATION
SEWER MAIN RELOCATION



City of Neosho

203 E. Main Street
Neosho, MO, 64850
417 / 451-8050 phone
417 / 451-8065 facsimile
www.neoshomo.gov

April 29, 2025

Neosho Hugh Robinson Airport

Storm Damage Report

Prepared by: Richard Leavens, Director of Development Services

On the morning of Tuesday, April 29, 2025, a storm involving heavy rain and high winds moved through the southern part of the City of Neosho. This storm caused apparently moderate damage at the Neosho Hugh Robinson Airport. As of 1:30pm the following damage has been noted at this facility.

The entrance sign has been uprooted, and the associated wiring was damaged.



The U.S. Air Force T-37 Training jet on static display has several areas of damage including a piece of architectural sheet metal in the cockpit, loss of the right wing tip, damage to the right wing leading edge,



damage to the right wing leading edge, damage to the right-side stabilizing cable





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The terminal building sustained roof damage on the southwestern corner over the carport and to the carport soffit.



A part of the northwestern ridge cap was also blown away.





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At this time, it appears that the interior damage to the terminal was limited to water infiltration through the northwest window seal causing minor damage to the paint and sheetrock in the form of a water blister under the paint which was removed to prevent more sheetrock damage.



There was also damage to the roof and window of a maintenance shed that is used for lawn mower, maintenance materials and fire suppression equipment storage.





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The south hangar door on one of the city owned hangars (Quonset style) was also damaged.



At the time of this writing, the city has had the T-37's right-side stabilizing cable rewelded to the mounting base to help prevent the aircraft from shifting on the base and causing further damage in the upcoming storms. The part of the northwestern ridge cap that was blown off has had a temporary repair to prevent further damage from water infiltration during the upcoming forecast storms.

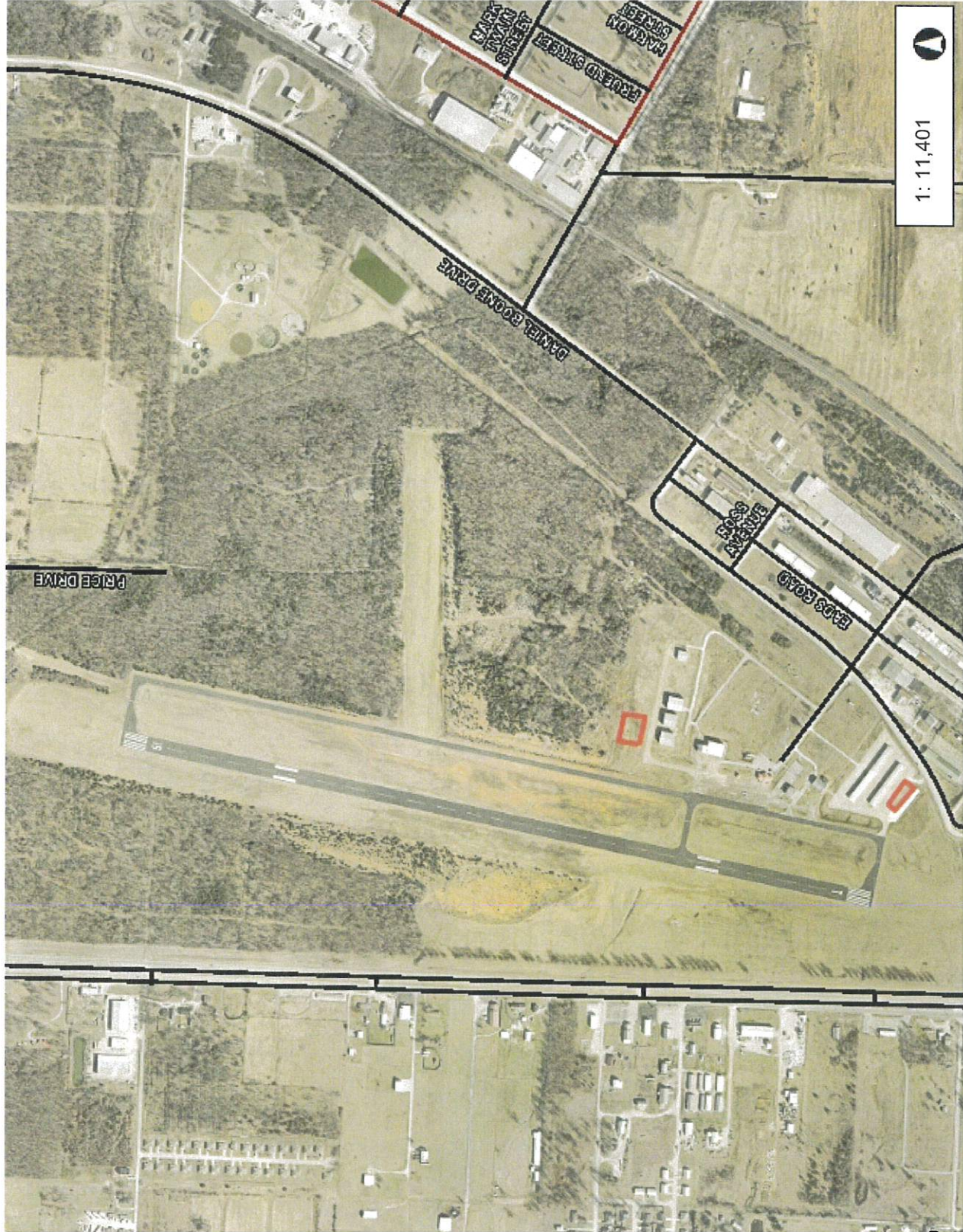
Neosho, MO



Legend

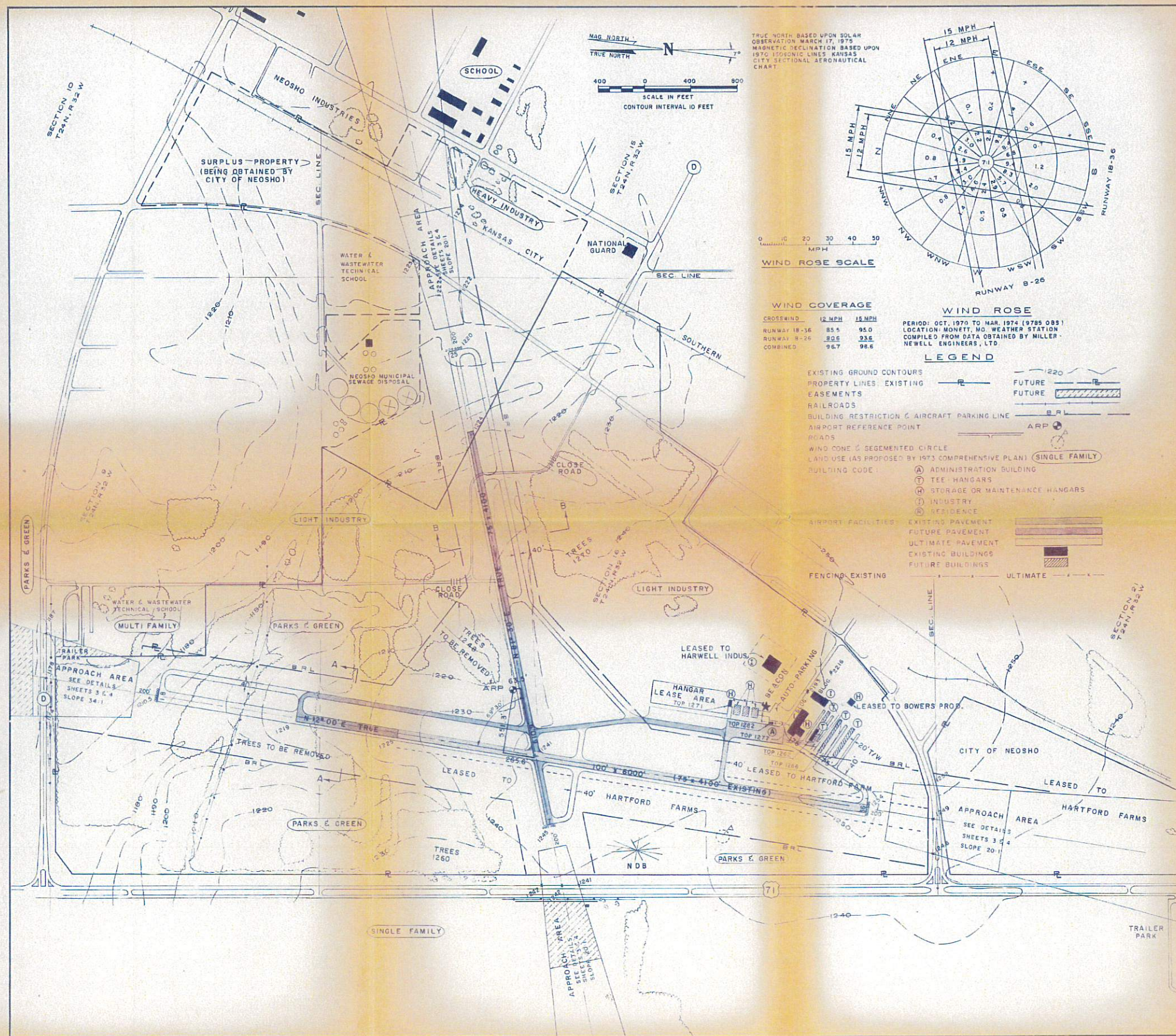
- Neosho Streets
- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Notes



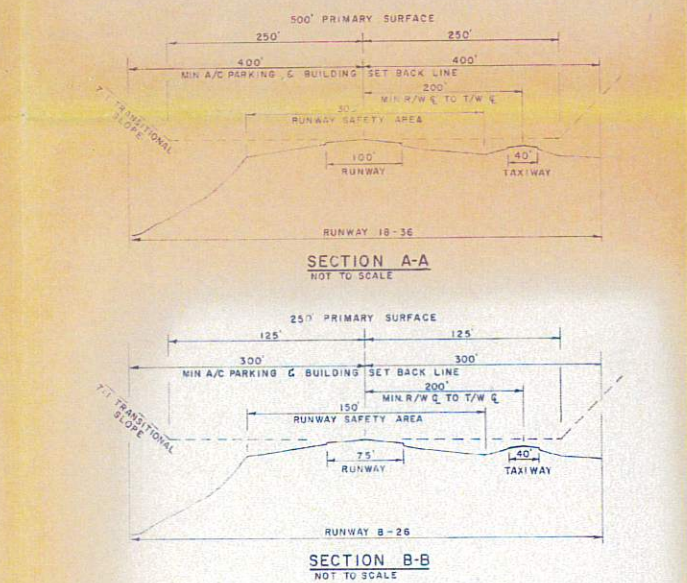
1: 11,401

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



RUNWAY BASIC DATA TABLE						
PHASE	EXISTING		INTERMEDIATE		ULTIMATE	
RUNWAY	18-36	7-25	18-36	7-25	18-36	7-25
LENGTH & WIDTH	4100' x 75'	2000' x 250'	5000' x 75'	3500' x 60'	6200' x 100'	4100' x 75'
% EFF. GRADIENT	0.71	0.33	0.71	0.63	0.71	0.61
PAVEMENT STRENGTH	17s	TURF	30s	9s	60s	12.5s
LIGHTING	MI		SAME	MI	MI	MI
MARKING	BASIC	NONE	NON-PRECISION INSTRUMENT	BASIC	NPI	BASIC
% WIND COVERAGE	85.5	95.0	80.5	93.6	SAME	SAME
NAV. AIDS			NDB VASI	VASI	SAME	VASI
RUNWAY CATEGORY	G.U.		BT (60/60)	BU (III)	BT (100/60)	G.U.
DESIGN APPROACH SURFACE	R/W 36-20:1	R/W 25-20:1	R/W 36-20:1	R/W 25-20:1	R/W 36-20:1	R/W 25-20:1

AIRPORT DATA		
AIRPORT REFERENCE	36-48-44 N LAT	
POINT LOCATION	94-23-22 W LONG	
MEAN MAX. TEMP. HOTTEST MONTH		91
AIRPORT ELEVATION (MSL)		1254
NAV. AIDS:	EXISTING: BEACON, SEG. CIRCLE, WIND CONE	
	FUTURE: NDB	
LAND USE 1973 EXISTING:	PUBLIC (AIRPORT)	
(COMPREHENSIVE PLAN) PROPOSE:	PARKS & GREEN, HEAVY INDUSTRY & PUBLIC AIRPORT	



NO.	REVISIONS	BY	APP.	DATE
NEOSHO MEMORIAL AIRPORT NEOSHO, MISSOURI				
AIRPORT LAYOUT PLAN				
WRIGHT & ASSOCIATES, INC. 730 N. BENTON AVE. SPRINGFIELD, MISSOURI				
DESIGNED	JSA	DATE	3/75	TRACED
DRAWN	FWO	DATE	3/75	CHECKED
CONTRACT NO.	WA-102-241			
DRAWING NO.	SCALE AS SHOWN			
SHEET	2 OF 4			

I:\AV\GEN\AIRPORTS\MISSOURI\Neosho (EOS)\ALP\2024 Update\ALPSet.DWG Jan 22, 2025 - 9:25am



RUNWAY END COORDINATES				
RUNWAY END	LAT/LONG	EXISTING	ULTIMATE	
RUNWAY 1	NORTH LATITUDE	N 35° 48' 14.89"	N 36° 48' 39.86"	
	WEST LONGITUDE	W 82° 23' 38.04"	W 84° 23' 22.73"	
	NORTH LATITUDE	N 35° 48' 14.89"	N 36° 48' 39.86"	
	WEST LONGITUDE	W 82° 23' 38.04"	W 84° 23' 22.73"	

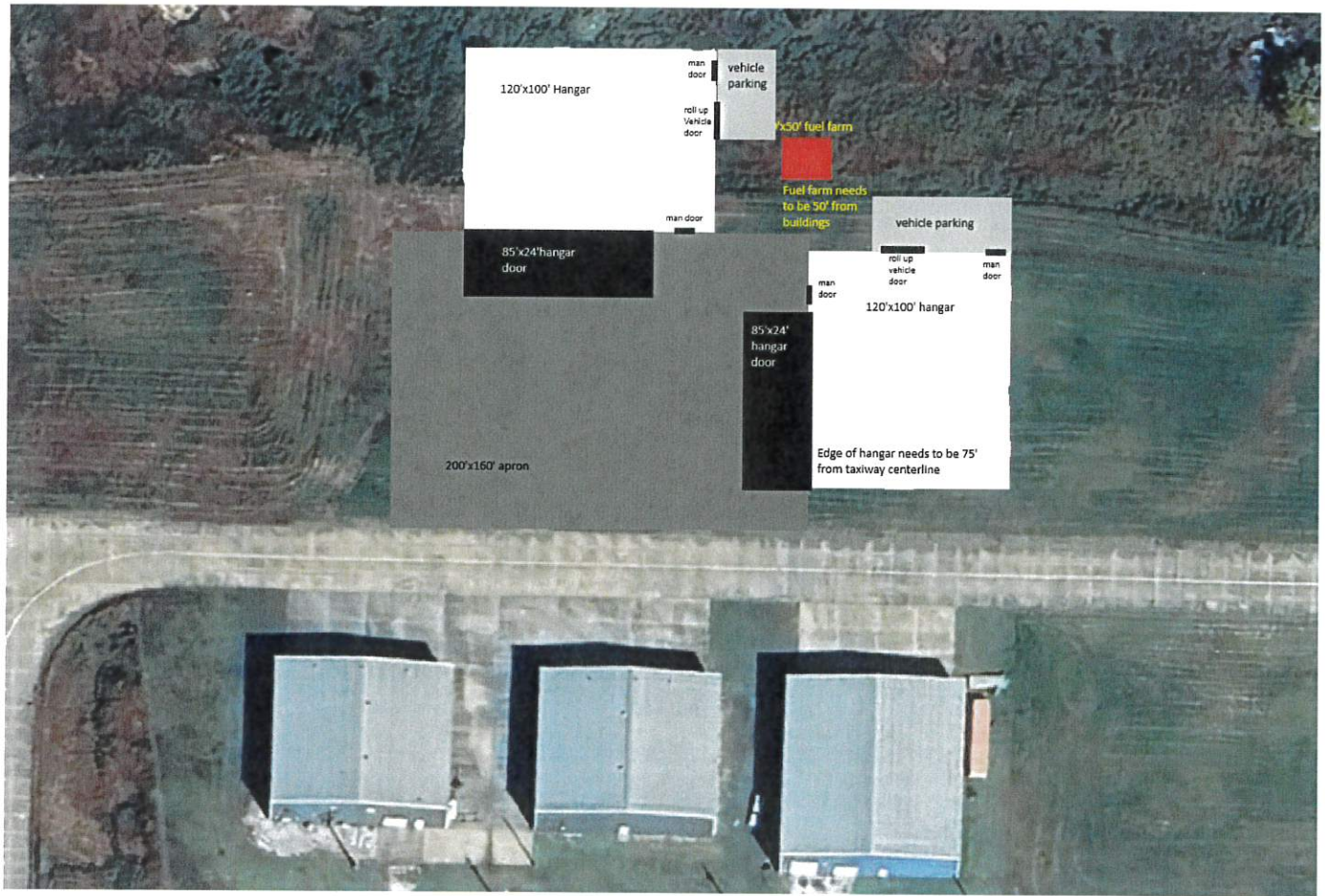
EXISTING RUNWAY END COORDINATES FOR RUNWAY 1-18 OBTAINED FROM AERONAUTICAL SURVEY PERFORMED BY SCOTT CONSULTING ENGINEERS, 12-1-54. ULTIMATE RUNWAY END COORDINATES REFLECT GEOD33A CALCULATIONS, IN NORTH AMERICAN DATUM (NAD83) AND NORTH AMERICAN VERTICAL DATUM (NAVD 83).

DECLARED DISTANCE TABLE[illegible]

OFFICIAL TITLE: _____ DATE: _____

JOB NO. 2004-399	DESIGNED BY: PLH	DATE: 06/28/04	REVISIONS: Remove Runway 14-32
DRAINING NO. 1120	DRAWN BY: MFL	DATE: 03/23/09	AS-BUILT (21-2064-7)
SCALE AS SHOWN	CHECKED BY: BCW	DATE: 03/23/09	DATE: 1-22-2010
SHEET: 2	 BWR RIGHT to BUILD www.bwrinc.com		
OF 9	903 EAST NORTH STREET SUITE 200 KANSAS CITY, MISSOURI 64101 816.454.0400 info@bwrinc.com		

KANSAS • MISSOURI • TEXAS • COLORADO • WASHINGTON • OKLAHOMA



BUFFALO RIVER AVIATION



Plot Style: asb.ctb

Last Saved By: wright, 2025/03/01

Drawing Name: C:\pwworking\lochner\pwworking\118618 PAVE.dwg, Mar 01 2025 - 2:40pm

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Lenexa, KS 66219
P 816.945.5840
www.hwlochner.com

NEOSHO HUGH ROBINSON
AIRPORT (EOS)

NEOSHO, MISSOURI

MoDOT Project No. 24-056A-1

PROJECT NO.	18618
DRAWN BY	IJW
CHECKED BY	REM
DESIGNED BY	IJW
REVISIONS	

PAVING PLAN

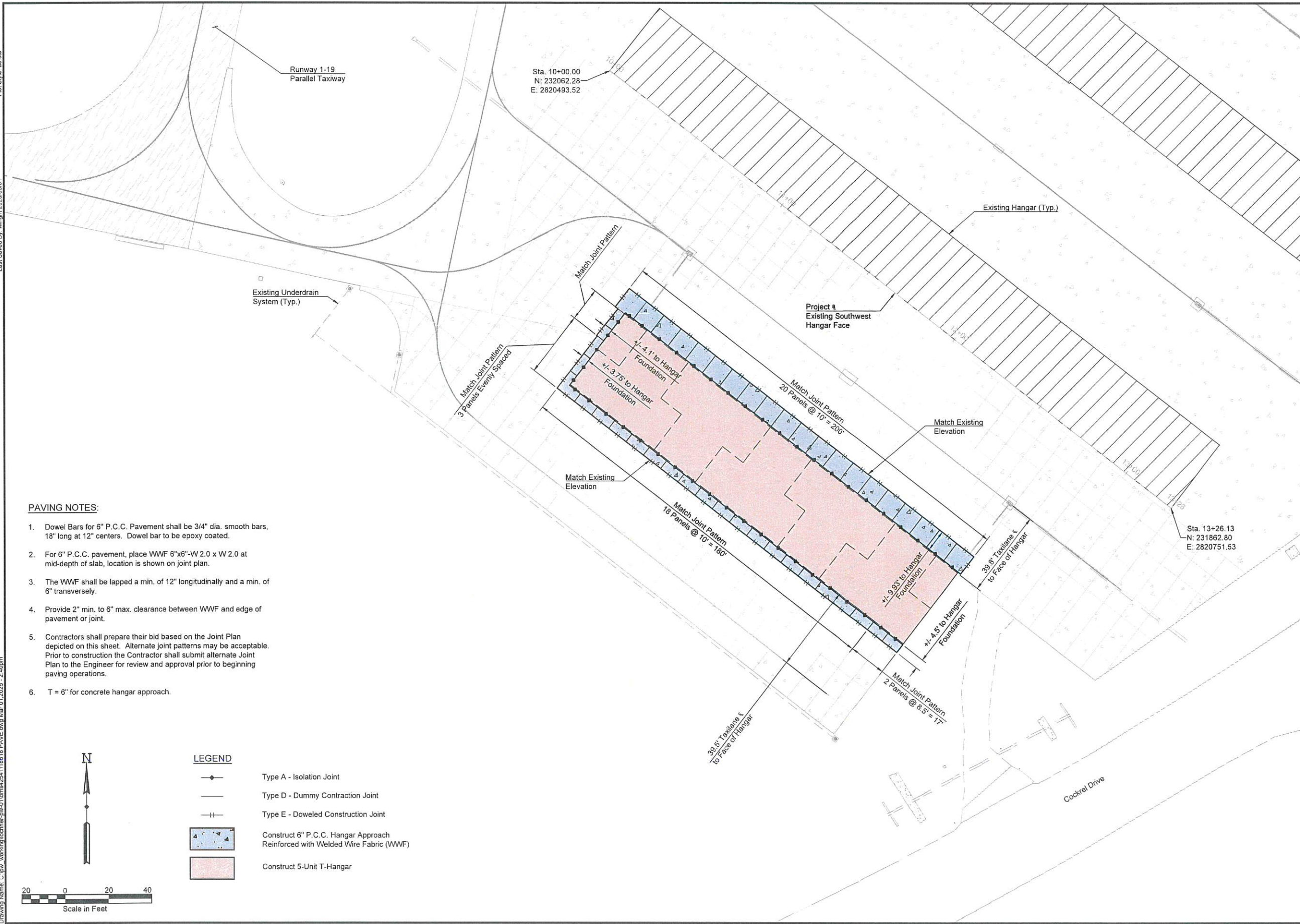
C5

PAVING NOTES:

- Dowel Bars for 6" P.C.C. Pavement shall be 3/4" dia. smooth bars, 18" long at 12" centers. Dowel bar to be epoxy coated.
- For 6" P.C.C. pavement, place WWF 6"x6"-W 2.0 x W 2.0 at mid-depth of slab, location is shown on joint plan.
- The WWF shall be lapped a min. of 12" longitudinally and a min. of 6" transversely.
- Provide 2" min. to 6" max. clearance between WWF and edge of pavement or joint.
- Contractors shall prepare their bid based on the Joint Plan depicted on this sheet. Alternate joint patterns may be acceptable. Prior to construction the Contractor shall submit alternate Joint Plan to the Engineer for review and approval prior to beginning paving operations.
- T = 6" for concrete hangar approach.

LEGEND

- Type A - Isolation Joint
- Type D - Dummy Contraction Joint
- Type E - Doweled Construction Joint
- Construct 6" P.C.C. Hangar Approach Reinforced with Welded Wire Fabric (WWF)
- Construct 5-Unit T-Hangar





GHN
ARCHITECTS + ENGINEERS
307 South Lafayette Avenue, Suite 300, Springfield, MO 65806
417.869.0770
www.ghn.com



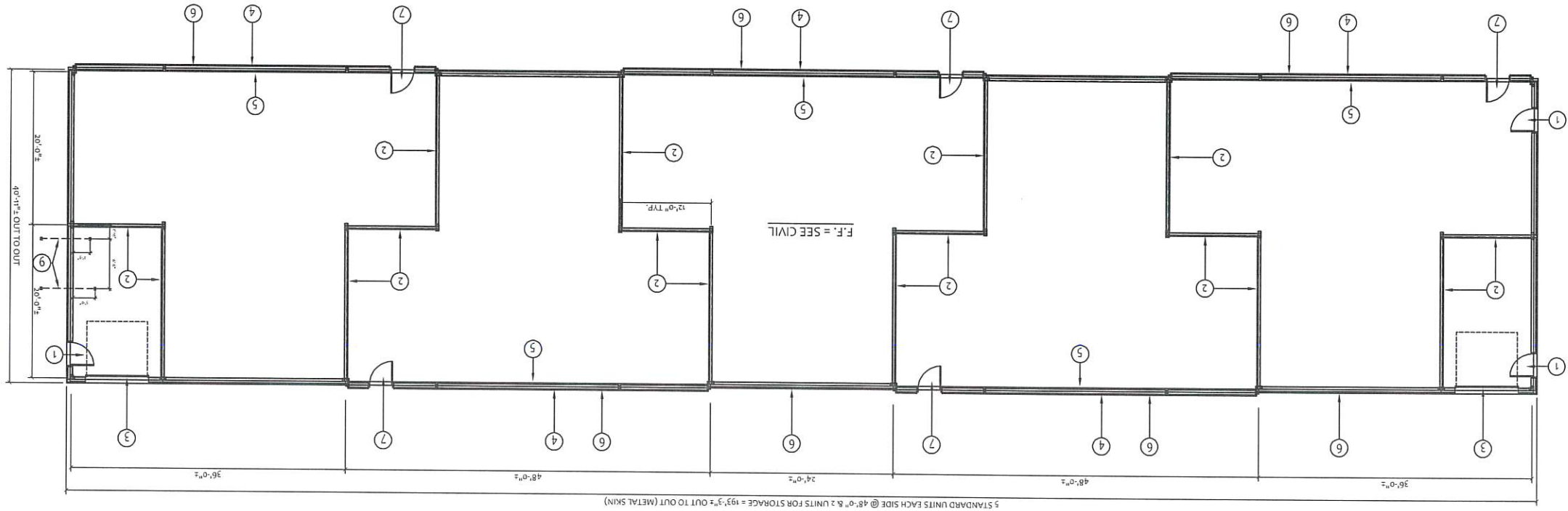
15717 College Blvd.
Lenexa, KS 66219
P 816.945.5840
www.hlwlochner.com

NEOSHO HUGH ROBINSON
AIRPORT (EOS)
NEOSHO, MISSOURI
ModOT Project No. 24-096A-1

PROJECT NO.	18618
DRAWN BY	DMF
DATE	01-31-2025
CHECKED BY	DMF
DATE	01-31-2025
DESIGNED BY	DMF
DATE	01-31-2025
REVISIONS	

5 UNIT HANGAR
PLAN & ELEVATIONS

A1



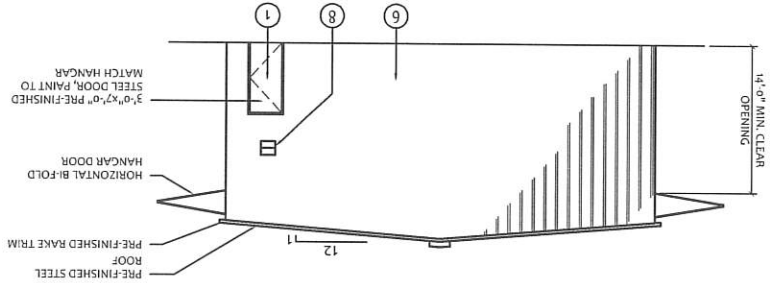
5 STANDARD UNITS EACH SIDE @ 48'-0" & 2 UNITS FOR STORAGE = 193'-3" OUT TO OUT (METAL SKIN)

STANDARD "T" HANGAR PLAN



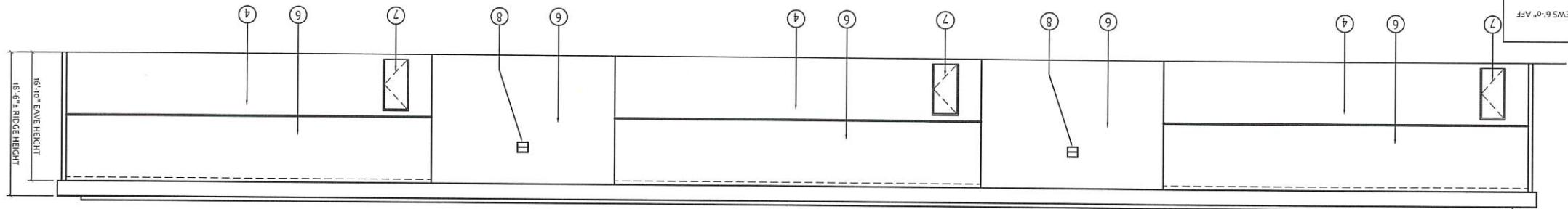
BUILDING CODE SUMMARY			
2018 INTERNATIONAL BUILDING CODE, 2017 NEC			
DESIGN CRITERIA			
CODE ALLOWABLE			
ACTUAL DESIGN			
A	311.2	USE AND OCCUPANCY	S-1 - MODERATE- HAZARDOUS STORAGE
B	TABLE 601	TYPES OF CONSTRUCTION	TYPE 2B
C	TABLES 504.4 & 506.2	HEIGHTS AND AREAS	TYPE 2B, OCCUPANCY GROUP S-1.3 STORY, 26,000 SF PER FLOOR 6 UNITS, 8,000 SF, ONE GROUND LEVEL ONLY

SE GABLE END ELEVATION



1/8" = 1' - 0"

SW SIDE ELEVATION - STANDARD "T" HANGAR



1/8" = 1' - 0"

- NOTES:
- 3'-0" x 7'-0" WHITE STEEL FLUSH ENTRY DOOR, 1/2" 24 GA. POLYURETHANE FOAM CORE THERMALLY BROKEN LEAF WITH R-12 INSULATION VALUE. 16 GA. WHITE THERMALLY BROKEN FRAME, 3 BRASS PLAIN BEARING BUTTS STANDARD WEIGHT 4 1/2", ANSI A562.2 SERIES 4000, GRADE 2 ENTRANCE/OFFICE LEVER LOCKSET, MASTER KEYED ALL LOCKS, DUAL SEAL BULB WEATHER STRIPPING, 2" HIGH ALUMINUM SADDLE THRESHOLD SET IN MASTIC, BRASS OVERHEAD DOOR STOP WITH SHOCK ABSORBER, AND DOOR BOTTOM DRIP. PROVIDE BLOCKING IN DOOR LEAF FOR FUTURE DOOR CLOSER.
 - PROVIDE ADA COMPLIANT DOORS AND HARDWARE.
 - METAL PARTITIONS FULL HEIGHT ONE-SIDE OF FRAMING TO UNDERSIDE OF ROOF DECK, TYPICAL.
 - 8 x 10 PRE-FINISHED STEEL, SECTIONAL, OVERHEAD DOOR.
 - HORIZONTAL, PRE-FINISHED, BI-FOLD HANGAR DOOR WITH PERSONNEL DOOR.
 - CAST-IN-PLACE ANCHOR FOR DOOR LOCK MECHANISM.
 - PRE-FINISHED METAL BUILDING R-PANELS.
 - LOCKABLE PERSONNEL DOOR IN BI-FOLD HANGAR DOOR, BY HANGAR FABRICATOR.
 - WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL.
 - 4" SCHEDULE 40 STEEL SLEEVES THROUGH SLAB. CAP AT FINISH FLOOR AND IN YARD. PROVIDE PULL STRING AND INDICATE TERMINATION LOCATION ON AS BUILTS.

GENERAL NOTES:
A PROVIDE WIRE NUT CAPS ON ENDS OF ALL SCREWS 6'-0" AFF AND DOWN TO FLOOR SLAB.

