

NOTICE OF OPEN MEETING

Posted 5:00 p.m., May 30, 2025

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, June 3, 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. May 20, 2025 Open Session Council Minutes
2. May 23, 2025 Special Session Minutes
3. Bill No. 2025-33: Amending Section 110.430 Temporary City Clerk
4. Bill No. 2025-34: Change Order #2 Jeff Asbell Excavating & Trucking Inc

VISITOR'S BUSINESS

BIDS

1. Parking Lots Sealing and Striping Project

PUBLIC HEARINGS

1. *Public Hearing for the possible annexation of the Bus. U.S. 60 right of way from the north city limits to approximately 850 feet north of the intersection of Kentucky Road.*
2. *Public Hearing for the possible annexation of property near the southwest corner of State Highway 86 and Gateway Drive.*
3. *Public Hearing for the possible annexation of property near 1120 Peterson Road.*
4. *Public Hearing for the possible annexation of property near 14990 Mallard Drive.*
5. *Public Hearing for the possible rezoning of property near the southwest corner of State Highway 86 and Gateway Drive from R-1, First Dwelling House District to C-3, Commercial Business District.*

NEW BUSINESS

1. Bill No. 2025-36: Surplus of Police Trade-in Sidearms
2. Bill No. 2025-37: Public Necessity 625 Coler Street
3. Bill No. 2025-38: Amending City Code Section 110.110 Officers and Employees
4. Bill No. 2025-39: MoDOT T-Hangar Construction Contract Amendment
5. Resolution Bill No. 2025-17: Springfield Striping & Sealing Agreement

June 3, 2025 City Council Meeting

6. Resolution 2025-18: Authorizing a CD with First Community Bank
7. Resolution Bill No. 2025-19: Destruction of Records
8. 19522 South US 59 Quail Meadows Mobile Home Park Annexation
9. Airport Leased Property Building Size

APPOINTMENTS AND VACANCIES

1. Neosho IOOF Cemetery Board

1. *Ben Baker Request for Appointment*
2. *Sheila Parsons Request for Appointment*
3. *Daxton Holcomb Request for Appointment*
4. *Jimmy Sexton Request for Appointment*

REPORT OF CITY OFFICERS

1. Square Event Security Update
2. Update on Overlay Project
3. April 29, 2025 Storm Damage Update
4. Celebrate Neosho 2025

CLOSED SESSION

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

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
May 20, 2025 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Joe Douglas 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

Councilman Workman made a motion to approve the agenda; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

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

May 6, 2025 Minutes

Bill No. 2025-29

Bill No. 2025-30

Bill No. 2025-31

Bill No. 2025-32; Councilman Workman seconded.

Roll call vote:

May 20, 2025 Council Minutes

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

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

Esther Flores - Bill No. 2025-30 Keeping of Fowl

Esther Flores addressed the city council regarding Bill No. 2025-30 Keeping of Fowl.

Thelma Hamm - Bill No. 2025-30 Keeping of Fowl

Thelma Hamm addressed the city council regarding Bill No. 2025-30 Keeping of Fowl.

UNFINISHED BUSINESS

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

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.

City Attorney Snyder read Bill No. 2025-30 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2025-30; Councilman Cobb seconded.

Amend the limit to no more than 12 fowl, and no more than 1 rooster shall be kept inside the city.

Councilman Collinsworth made a motion to amend the motion to no more than twelve (12) fowl and no more than one (1) rooster; Councilman Cobb seconded.

Roll call vote to amend the ordinance:

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

No: None

Abstain: None

Passed.

Roll call to approve the amended ordinance:

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

No: None

May 20, 2025 Council Minutes

Abstain: None
Passed.

NEW BUSINESS

Bill No. 2025-33: Amending Section 110.430 Temporary City Clerk

AN ORDINANCE of the City of Neosho amending Chapter 110, Officers and Employees, Article V, City Clerk, by repealing and replacing Section 110.430, Temporary City Clerk, to change the office from temporary city clerk to deputy city clerk and to remove language inconsistent with current laws, State statutes and/or regulations.

City Attorney Snyder read Bill No. 2025-33 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2025-33; Councilman Workman seconded.

City Manager Kennedy addressed the city council stating that this is to update the city's code to comply with current state and federal laws and to allow for the position of deputy city clerk. This position will be in place of the city clerk's absence.

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. 2025-34: Change Order #2 Jeff Asbell Excavating & Trucking Inc

AN ORDINANCE of the City of Neosho authorizing Change Order No. 2 to an Agreement for Construction Services with Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation for cost overrun in the amount of Two Million One Hundred Twenty-Two Thousand Nine Hundred Forty-Eight and 66/100 Dollars (\$2,122,948.66) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2025-34 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2025-34; Councilman Workman seconded.

City Manager Kennedy addressed the city council, stating that the purpose of this item is to seek approval to amend the contract with Jeff Asbell Excavating and Trucking to include Change Order#2. The Lower School Branch stormwater project is part of the ARPA project. The Hatchery and Lower High School Branch project came in under budget and staff received approval from Missouri DNR 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

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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.

Roll call vote:

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

No: None

Abstain: None

Passed.

Upgrade/trade in Police Department side-arms.

Police Chief Baird addressed the council requesting approval to upgrade and replace its current inventory of aging service pistols. The proposed purchase and trade-in of firearms would involve the trade-in of 24 older model Glock pistols currently in service. The upgrade would update technology, such as "Green Dot" optical sights and the latest generation of holsters, which will enhance officer safety, accuracy and operational readiness. The total cost of the new firearms after applying the trade-in value of the existing firearms, would be \$18,529.59.

Councilwoman Thomas made a motion to approve the upgrade and trade-in of Police Department Side-Arms; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

MIRMA FY2025-2025 Assessment

Finance Director Forest addressed the city council stating that this item is to inform council of the assessment of insurance property and liability by MIRMA. Annually MIRMA provides an assessment invoice for the coming year's insurance coverage. For FY26, the rate per 100 is remaining constant at \$11.65. This is the same rate as last year.

Councilman Cobb made a motion to to approve the MIRMA FY2026 Assessment; 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.

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Curb replacement change order

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for a change order to the curb replacement project. During the curb replacement, there wer areas identified needing additional footage of replacement, as well as, 96 feet of curbing to address positive drainage along the Southeast Blvd. The original contract amount was \$53,320.00 and with the additional curbing added, the change order will increase \$13,609.65 for a total project cost of \$66,929.65.

Councilman Collinsworth made a motion to to approve the change order for curb replacement; 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.

REPORT OF CITY OFFICERS

April Financial Reports

Finance Director Forest addressed the council and presented the April Financial Reports.

Municipal Pool Update

Parks Department Director Balls addressed the council and updated them on the municipal pool.

Blue Shield Award

Police Chief Baird addressed the city council stating that the Neosho Police Department has been awarded the Blue Shield Award.

CLOSED SESSION

Mayor Davidson made a motion to go into closed session under Section 610.021(3); Councilwoman Humphrey seconded.

Section 610.021 (3) RSMo...Hiring, firing, disciplining or promoting an employee of a public governmental body.

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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Mayor Davidson closed the open session at 8:05 p.m.

Mayor Davidson reconvened the open session of council at 8:25 p.m. and announced that one vote was taken.

ADJOURN

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

Councilman Collinsworth 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 May 20, 2025 Council Meeting at 8:26 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

MINUTES
NEOSHO CITY COUNCIL
May 23, 2025 - 3:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

Mayor Davidson called the meeting to order at 3 p.m.

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Richard Davidson, Julie Humphrey, Angela Thomas, Tom Workman

COUNCIL ABSENT:

Charles Collinsworth, Ashton Robinson

CITY OFFICERS PRESENT:

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

NEW BUSINESS

Bill No. 2025-35: Approving 3% Local Use Tax:...UNDER EMERGENCY MEASURE...1st, 2nd, and 3rd Readings

AN ORDINANCE of the City of Neosho, Missouri, submitting to the electors of the City of Neosho, at an election on Tuesday August 5, 2025, the question of whether the City shall impose a local use tax at the same rate as the total local sales tax, currently three percent (3%) on all retail sales subject to taxation pursuant to the provisions of Sections 144.600 through 144.761 RSMo; providing for the use tax to be reduced or raised in the same amount as any City sales tax is reduced or raised; and imposing a local use tax of 3% on all retail sales subject to taxation pursuant to Section 144.757 RSMo, upon the approval of a majority of the qualified electors voting; and prescribing a form of ballot thereof; taken up under emergency measure.

City Attorney Snyder read Bill No. 2025-35 in title only.

Councilman Workman made a motion to approve and discuss Bill No. 2025-35; Councilwoman Humphrey seconded.

Discussion was held among the council members on the need for this tax.

Roll call vote:

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

No: None

Abstain: None

Passed.

May 23, 2025 Council Minutes

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; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the May 23, 2025 Special Session of council at 3:08 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: June 3, 2025

ITEM: Bill No. 2025-33: Amending Section 110.430 Temporary City Clerk

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2025-33 Amending 110.430 Temporary City Clerk

PURPOSE:

To amend Code Section 110.430 Temporary City Clerk to Deputy City Clerk.

BACKGROUND:

It is beneficial for our city to have a trained Deputy City Clerk to serve the city and council in the City Clerks absence. This code change will allow for that. The current code was also inconsistent with current laws and State Statutes.

RECOMMENDATION:

Request council approve Bill No. 2025-33 and approve the mayor to sign.

AN ORDINANCE of the City of Neosho amending Chapter 110, Officers and Employees, Article V, City Clerk, by repealing and replacing Section 110.430, Temporary City Clerk, to change the office from temporary city clerk to deputy city clerk and to remove language inconsistent with current laws, State statutes and/or regulations.

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

Section 1. That Chapter 110, Officers and Employees, Article V, City Clerk, of the Code of Ordinances for the City of Neosho be amended by repealing and replacing Section 110.430, Temporary City Clerk to change the office from temporary city clerk to deputy city clerk and to remove language inconsistent with current laws, State statutes, and/or regulations; and the same be hereby adopted to read as follows:

“Chapter 110 Officers and Employees”

“Section 110.430 Deputy City Clerk”

“There is hereby created the office of Deputy City Clerk, such office to continue until further action by the City Council. The City Council may appoint a Deputy City Clerk to assist the City Clerk. The Deputy City Clerk shall have the power and perform all the duties of the regular Clerk in such event for any reason the City Clerk is unable to perform the duties of his/her office. The office of Deputy City Clerk may be filled by a person also serving as an officer/employee concurrently.”

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 _____.

{Signatures on Next Page.}

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: June 3, 2025

ITEM: Bill No. 2025-34: Change Order #2 Jeff Asbell Excavating & Trucking Inc

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2025-34 Ch Ord 2 - K with Jeff Asbell Cost Overrun
 2. Asbell Change Order #2
-

PURPOSE:

To amend contract with Jeff Asbell excavating and Trucking to include Change order #2

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.

This is the change order to the agreement with Jeff Asbell Excavating and Trucking to extend the project.

RECOMMENDATION:

Staff recommends approval of Change Order #2 and to authorize the Mayor to execute the agreement.

AN ORDINANCE of the City of Neosho authorizing Change Order No. 2 to an Agreement for Construction Services with Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation for cost overrun in the amount of Two Million One Hundred Twenty-Two Thousand Nine Hundred Forty-Eight and 66/100 Dollars (\$2,122,948.66) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the City of Neosho and Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation entered an Agreement for Construction Services for the purpose of stormwater improvements in the area of Lower High School Branch and that Change Order #2 for cost overrun in the amount of Two Million One Hundred Twenty-Two Thousand Nine Hundred Forty-Eight and 66/100 Dollars (\$2,122,948.66), a true and accurate copy of said Agreement and Change Order #2 being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



CHANGE ORDER NO. 2

May 14, 2025

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

Re: Stormwater Infrastructure

Dear Mr. Compton:

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

1. Background: The Lower High School Branch Stormwater Improvements project is being extended 972 linear feet to the south ending between Brook St. and Harmony St. The work includes 2 box culverts, utility relocations, road surface restoration, sidewalks, and stormwater infrastructure.

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

Base Bid A: Lower High School Branch

<u>Item No.</u>	<u>No. of Units Add/Subtract</u>	<u>Revised Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Addition/Deletion- Dollars</u>
2	6,580 CY	28,960 CY	Class A Excavation	\$8.21	\$54,021.80
4	4,675 CY	8,183 CY	Class 4 Excavation	\$42.82	\$200,183.50
5	320 CY	1,350 CY	Furnishing and Placing Type 2 Rock Blanket	\$59.26	\$18,945.42
12	1 EA	3 EA	Type 1 60" Dia. Precast Manhole	\$8,509.37	\$8,509.37
14	6.13 LF	38.55 LF	Type 1, 60" Dia. MH Extra Depth	\$319.62	\$1,959.27
15	1 EA	5 EA	Hydrostatic Testing of Type 1 60" Dia. Manholes	\$907.74	\$907.74
18	4 EA	6 EA	4" AFK Easy Valve	\$8,960.58	\$35,842.32
19	2 EA	9 EA	6" AFK Easy Valve	\$11,447.51	\$22,895.02

20	101 LF	206 LF	4" Water Line Relocation Complete & In-Place	\$107.08	\$10,815.08
21	228 LF	737 LF	8" Water Line Relocation Complete & In-Place	\$80.85	\$18,433.801
25	151 SY	151 SY	Precast Concrete Retaining Wall	\$719.84	\$108,695.84
26	1,289 SY	1,894 SY	4" Thick Asphaltic Pavement	\$22.20	\$28,615.80
27	11 SY	130 SY	8" Thick Concrete Pavement	\$105.82	\$1,164.02
28	1,721 SY	2,445 SY	Geogrid	\$3.47	\$5,971.87
29	1,721 SY	2,445 SY	Type 1 Aggregate Base, 6" Thick	\$8.28	\$14,249.88
30	181 LF	329 LF	Standard Curb & Gutter	\$51.11	\$9,250.91
31	4 EA	8 EA	ADA Ramps	\$2,191.43	\$8,765.72
32	43 SF	127 SF	Truncated Domes	\$89.95	\$3,867.85
33	186 SY	241 SY	Concrete Sidewalk	\$93.57	17,404.02
34	(231 SY)	3 SY	6" Thick Concrete Paved Ditch	\$91.52	(\$21,095.36)
35	202 LF	552 LF	4' Tall Black Vinyl Coated Chain Link Fence	\$97.62	\$19,719.24
53	1 EA	2 EA	Type 1 48" Dia. Precast Drop Manhole	\$5,870.79	\$5,870.79
54	4.30 LF	9.87 LF	Type 1 48" Dia. MH Extra Depth	\$605.55	\$2,603.87
55	1 EA	4 EA	Hydrostatic Testing of Type 1 48" Dia. Manholes.	\$550.00	\$550.00
*56	102 LF	102 LF	8" Dia. SDR 26 PVC Pipe	\$154.64	\$15,773.28
*57	102 LF	102 LF	Pressure Sewer Testing & Deflection Testing of 30" Dia. Gravity Sewer Pipe	\$5.23	\$533.46
*58	1 EA	1 EA	Sewer Service Lateral Reconnection	\$500.00	\$500.00
*59	1 EA	1 EA	Force Main 2" Air Relief Valve	\$10,431.41	\$10,431.41
*60	67 LF	67 LF	8" Steel Encasement	\$96.31	\$6,452.77

*61	1 EA	1 EA	Triple 7' Tall x 10' Span Box Culvert (Coler St.)	\$802,876.86	\$802,876.86
*62	1 EA	1 EA	Triple 7' Tall x 10' Span Box Culvert (Brook St.)	\$296,749.69	\$296,749.69
*63	1 LS	1 LS	Connect to Existing Box Culvert (Valley St.)	\$8,484.69	\$8,484.69
*64	432 SY	432 SY	9.5" Thick Asphaltic Pavement	\$77.57	\$33,510.24
*65	36 SY	36 SY	Concrete Driveway	\$184.73	\$6,650.28
*66	200 LF	200 LF	Type B Barrier Curb	\$53.89	\$10,778.00
*67	400 LF	400 LF	2' Rollback Curb	\$49.31	\$19,724.00
*68	43 LF	43 LF	15" Class III RCP	\$215.23	\$9,254.89
*69	86 LF	86 LF	18" Class III RCP	\$81.58	\$7,015.88
*70	6 LF	6 LF	36" Class III RCP	\$219.95	\$1,319.70
*71	3 EA	3 EA	18" Concrete FES	\$979.31	\$2,937.93
*72	2 EA	2 EA	Precast Drop Inlet W/ Neenah R-3347	\$6,217.17	\$12,434.34
*73	7 EA	7 EA	Precast Drop Inlet W/ Neenah R-3295-1L	\$5,083.07	\$35,581.49
*74	1 LS	1 LS	Waste Area Push Off	\$60,000	\$60,000
*75	1 LS	1 LS	Cast-in Place Wingwalls	\$42,826.00	\$42,826.00
*76	1 LS	1 LS	Removal of Improvements (Coler Extension)	\$20,000	\$20,000
*77	1 LS	1 LS	Flushing, Pressure, and Leak Testing 4" Water Line (Coler Extension)	\$899.11	\$899.11
*78	1 LS	1 LS	Flushing, Pressure, and Leak Testing 8" Water Line (Coler Extension)	\$1,639.46	\$1,639.46
*79	1 LS	1 LS	Traffic Control (Coler Extension)	\$5,318.92	\$5,318.92

May 14, 2025
Change Order No. 2
City of Neosho
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*80	1 LS	1 LS	Contractor Furnished Survey & Staking (Coler Extension)	\$14,183.79	\$14,183.79
*81	1 LS	1 LS	Finish Grading (Coler Extension)	\$19,182.90	\$19,182.90
*82	1 LS	1 LS	Topsoil, Seeding, & Mulching (Coler Extension)	\$35,869.94	\$35,869.94
*83	1 LS	1 LS	Maintain SWPPP (Coler Extension)	\$5,114.34	\$5,114.34
*84	1 LS	1 LS	All other Misc. Items Necessary for Completion (Coler Extension)	\$58,757.52	\$58,757.52
Total Addition/Subtraction					\$2,122,948.66

*Denotes new contract item.

Original Contract Amount	\$2,632,444.98
Change Order No. 1 Amount	(\$25,326.46)
Change Order No. 2 Amount	\$2,122,948.66

REVISED CONTRACT AMOUNT \$4,730,067.18

May 14, 2025
Change Order No. 2
City of Neosho
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This change order constitutes full and mutual accord and satisfaction for all time and all costs related to these changes. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of these changes.

APPROVED BY THE OWNER
CITY OF NEOSHO

By: _____
Richard Davidson, Mayor

Date: _____

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

By: *Alec McDonald*
Alec McDonald, E.I.

Date: 5/14/2025

APPROVED BY THE CONTRACTOR
JEFF ASBELL EXCAVATING & TRUCKING INC.

By: _____
Zach Compton

Date: _____

REQUESTED COUNCIL MEETING DATE: June 3, 2025

ITEM: Parking Lots Sealing and Striping Project

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Parking lots bid docs and bids recieved

PURPOSE:

The purpose of this item is to seek the council's approval of the bid for sealing and striping three city parking lots.

BACKGROUND:

This bid will seal and stripe parking lots located at the airport, city hall, and the fire department.

Staff sent out multiple bids and posted them on our website. We received one bid.

Springfield Striping and Sealing: \$14,067.73

RECOMMENDATION:

Staff recommends the council approve the bid from Springfield Striping and Sealing for the total bid amount of \$14,067.73



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Tuesday, May 27th, 2025, at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: 2025 Neosho Parking lot Sealing and Striping Project
Please label the envelope: Neosho Parking lot Sealing and Striping Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

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

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

Thank you,

Nate Siler Public Works Director

SPECIFICATIONS

2025 Neosho Parking lot Sealing and Striping Project

Materials and Specifications

ProtecTar refined tar sealer or equivalent emulsion sealer applied at the manufactures recommended rate with 2% Tarmax latex additive and approximately 2lbs of sand mixed per gallon of sealant. All other applications must be approved by the City of Neosho Public Works Director. The application of crack sealant will be performed by the City of Neosho staff prior to sealant application. This bid is for the sealant and striping only. Ambient temperatures shall be at least 50 degrees F and rising before application.

Paint for parking spaces, handicap markings, and directional arrows shall be a water born traffic marking paint. All parking areas and striping shall be four inches in width.

Preparation

Asphalt surface must be cleaned, and all debris removed and discarded prior to application of sealant. Heat and scrape excess oil from pavement and apply primer to promote adhesion of sealer.

Traffic Control

Adequate means shall be provided to protect the sealed asphalt from damage by traffic until such time that the mixture has cured sufficiently so that the sealant will not adhere to or be picked up by the tires of vehicles. The contractor shall provide signs, barricades, and flagman necessary to control traffic around the area under construction. Any damage done by traffic to the applied sealant or markings shall be repaired by the contractor at the contractor's expense.

Notification

The contractor shall be responsible for notifications to the facilities or businesses that will be affected by the application of the sealant and paint. The notification shall include date of application, approximant time of application and restricted traffic time for proper curing.

Payment

The amount of completed and accepted work, measured as provided above, shall be paid for at the contract unit price bid per square yard, linear ft, and all other necessary markings which shall be full compensation for furnishing all materials, for all labor, tools, equipment, and incidentals necessary to complete the work.

SCOPE OF WORK

The 2025 Neosho Parking Lots Seal Coat and Striping project will consist of 3 parking lots and 1 driveway sealed and striped. A map showing all locations is attached to these bid documents.

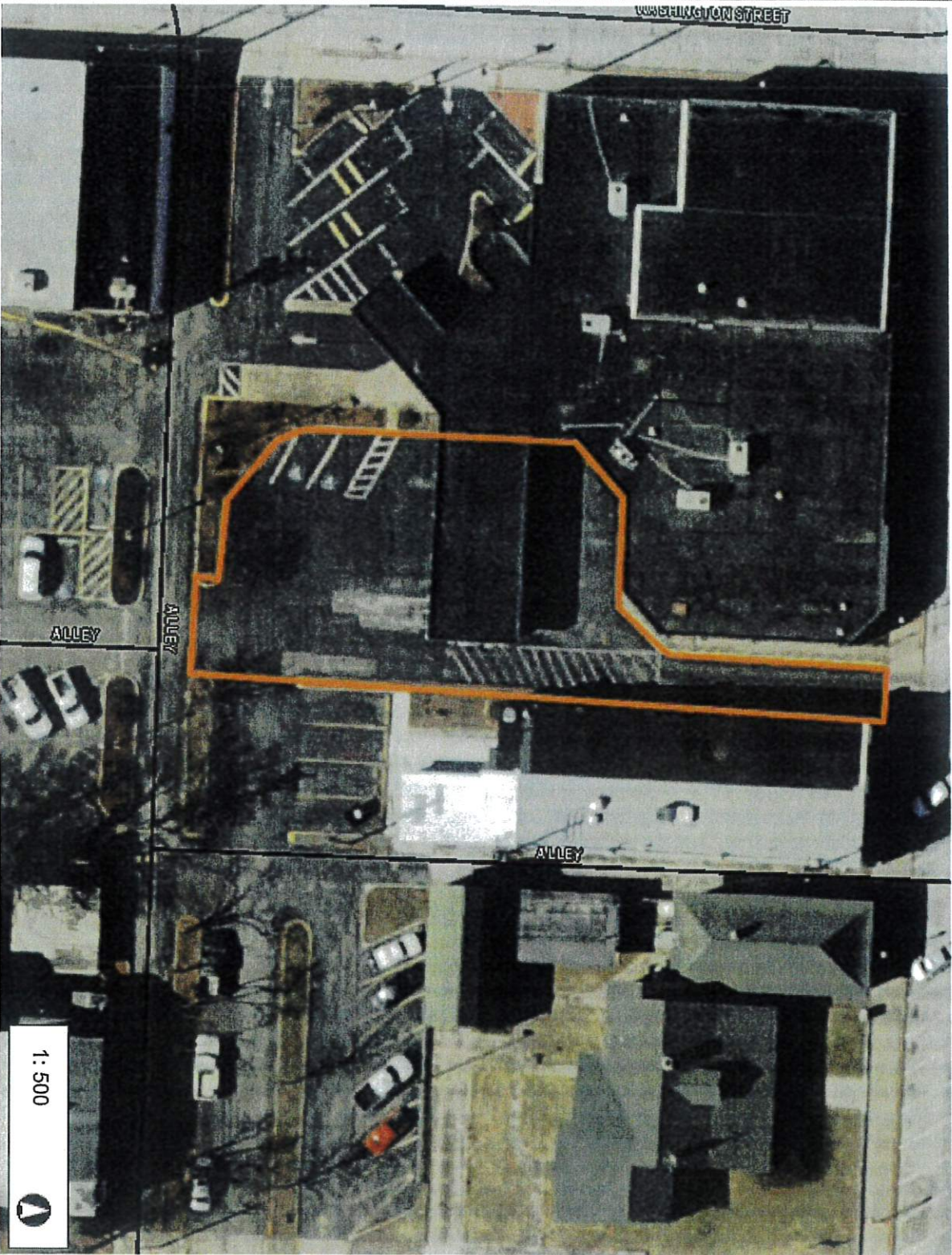
The estimated total square footage of all parking lots to be sealed are listed below. The total linear foot of striping is estimated below, this includes parking lines and all angle lines for handicap access for all 3 lots as well as directional arrows and handicap markings. The attached maps show the parking lot spots that will need to be painted, and the colors used.

Bid Form

- | | | |
|--|----------------------------------|-------------------|
| 1. Two Coats of Sealant Applied | Approximate area of parking lots | 56,000 Square ft. |
| 2. Striping of Parking Spots (White) | Approximately | 700 Linear ft. |
| 3. Striping of Parking Spots (Yellow) | Approximately | 1,130 Linear ft. |
| 4. Painted Handicap spaces with ADA van accessible areas between | | 1 |
| 5. Painted Directional Arrows | | 3 |
| 6. Painted Handicap spaces | | 3 |

Sealant price per square ft.	_____ \$
Striping yellow paint per linear ft.	_____ \$
Striping white paint per linear ft.	_____ \$
ADA parking spot	_____ \$
Directional arrows per arrow	_____ \$
Handicap spot symbol per symbol	_____ \$

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

City Hall East lot

1 : 500



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

83.3

0

41.63

83.3 Feet

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



1 : 500



Notes

Airport Parking lot

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend



1 : 1,998



333.0 0 166.51 333.0 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Airport Driveway

BID FORM

Description: (To be completed by bidding party)

Sealcoating & Striping, see detail page for more info.

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

F.O.B. Neosho, MO

Projected Start Date:

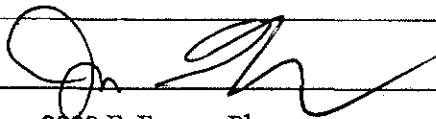
\$14,067.73

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

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

COMPANY: Springfield Sealing Service, Inc./dba: Springfield Striping & Sealing

SIGNED BY:



ADDRESS:

3809 E. Energy Place

Springfield, MO 65803

EMAIL:

jon@springfieldstriping.com

PHONE:

417-830-4780

SCOPE OF WORK

The 2025 Neosho Parking Lots Seal Coat and Striping project will consist of 3 parking lots and 1 driveway sealed and striped. A map showing all locations is attached to these bid documents.

The estimated total square footage of all parking lots to be sealed are listed below. The total linear foot of striping is estimated below, this includes parking lines and all angle lines for handicap access for all 3 lots as well as directional arrows and handicap markings. The attached maps show the parking lot spots that will need to be painted, and the colors used.

Bid Form

- | | | |
|--|----------------------------------|-------------------|
| 1. Two Coats of Sealant Applied | Approximate area of parking lots | 56,000 Square ft. |
| 2. Striping of Parking Spots (White) | Approximately | 700 Linear ft. |
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| 4. Painted Handicap spaces with ADA van accessible areas between | | 1 |
| 5. Painted Directional Arrows | | 3 |
| 6. Painted Handicap spaces | | 3 |

Sealant price per square ft.

Striping yellow paint per linear ft.

Striping white paint per linear ft.

ADA parking spot

Directional arrows per arrow

Handicap spot symbol per symbol

_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

These
are bid
lump sum.



Contract

Date: 5/23/2025
Contract #: 25-2759

Submitted To:

City of Neosho
203 E Main Street
Neosho, MO 64850

Contact: Jeff Barratt
Phone: 417.451.8071
Fax:

Job Location:

203 E Main Street
125 N College Street
1400 Terry Johnson Drive
Neosho, MO

SEALCOATING AND STRIPING

DESCRIPTION

1. Provide two applications of Asphalt Pavement Sealer over existing asphalt surface with third coat applied at all entranceways.

SITE CONDITIONS

1. Apply coating when pavement temperature is at least fifty (55) degrees F and air temperature is the same and rising.
2. Apply coating during dry weather and when rain is not anticipated.

PREPARATION

1. Spray all vegetation in cracks and at pavement edges with Roundup Quick Pro Dry Instant Kill where applicable prior to job date.
2. Prime oil spots. Heat and scrape excess oil off pavement and apply Tarloc MPC Oil Spot Primer to promote adhesion of sealer.
3. Clean entire asphalt surface and remove all debris from job site and discard.

APPLICATION

1. Allow each coat to cure sufficiently to take traffic between coats.
2. Allow final coat to dry overnight under good drying conditions before allowing traffic.

STRIPING

1. All striping of lines and any other marking on pavement will be re-applied unless otherwise directed by owner.
2. Sherwin Williams brand paint will be applied by approved commercial striping equipment at the manufacturer's suggested application rate. All paints used meet or exceed Federal Specification TTP115E or TTP1952B.

PROTECTION

1. All barricades will be supplied and set up prior to commencement of work and removed from job site after completion of project.
2. Owner will be responsible for having parking area cleared of vehicles. If towing services are required to perform work, towing charges will be at owner's expense.

WARRANTY

1. One year warranty on all asphalt sealing for peeling and chipping of sealer, except over existing oil spots. Warranty only valid for parking areas blocked over a 24 hour period per manufacturers recommendations.

<i>Description</i>	<i>Cost</i>
2025 Neosho Parking Lot Sealing & Striping Project Asphalt Pavement Sealer Striping	12,994.48 1,073.25
NOTE: Project is Tax Exempt. Bid to be accepted within 30 days of receipt. In the case that the owner requests the work to be completed later, or this is new construction, pricing would be adjusted based on AC index, raw materials, supplies and labor rates at the time of completion. If any adjustments are needed the customer will be informed prior to the start of work.	
We propose to furnish labor & materials according to specifications for:	\$14,067.73

Past due accounts are charged 1.5% per month. TERMS: Due Upon Completion. Please see Notice To Owner on reverse side.

Springfield Striping & Sealing

Authorized Signature: _____

Jon Schlup

JPS

Date: 05.23.2025

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to the terms listed above.

Customer Signature: _____

Date: _____

The parties agree that in the event of litigation arising from the performance or breach of this agreement, that the prevailing party shall recover from the non-prevailing party its reasonable attorney's fees, court costs, and litigation expenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2025

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

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

PRODUCER	CONTACT NAME: Monique Lynn
OLLIS/AKERS/ARNEY	PHONE (A/C, No, Ext): (417) 881-8333
2274 E SUNSHINE ST	FAX (A/C, No): (417) 823-7444
	E-MAIL ADDRESS: monique.lynn@ollisaa.com
SPRINGFIELD	INSURER(S) AFFORDING COVERAGE
MO 65804-1819	INSURER A: Cincinnati Insurance
INSURED	INSURER B: MO Employers Mutual Ins.Co.
Springfield Sealing Service, Inc., DBA: Springfield Striping and Sealing	INSURER C: Evanston Insurance Company
3809 Energy	INSURER D:
Springfield	INSURER E:
MO 65803	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2531822484

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X.C.U not excluded GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOG OTHER:	Y	Y			EPP0610253	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y			EPP0610253	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ -0-	Y	Y			EPP0610253	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				MEG3012852	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability					MKLV3ENV105124	04/01/2025	04/01/2026	Shared Aggregate \$2,000,000 Each Pollution Limit \$1,000,000 Deductible \$10,000

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

The Certificate Holder and other Entities when required by written contract, relative to General Liability, have Additional Insured status, including Ongoing Operations and Products/Completed Operations on a Primary and Non-Contributory Basis and are Additional Insured's under the Auto Liability. Waiver of Subrogation in favor of Certificate Holder applies to General Liability and Auto Liability. Umbrella Follows Form

CERTIFICATE HOLDER

CANCELLATION

City of Neosho 203 E Main Neosho MO 64850	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Monique Lynn</i>
--	--



Company ID Number: 344631

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer SPRINGFIELD SEALING SERVICE, INC.	
SARAH TITTSWORTH	
Name (Please Type or Print)	Title
Electronically Signed	07/20/2010
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	07/20/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	SPRINGFIELD SEALING SERVICE, INC.
Company Facility Address:	3809 E ENERGY PLACE
	SPRINGFIELD, MO 65803
Company Alternate Address:	
County or Parish:	GREENE
Employer Identification Number:	431326645

REQUESTED COUNCIL MEETING DATE: June 3, 2025

ITEM: Bill No. 2025-36: Surplus of Police Trade-in Sidearms

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2025-36 Surplus Police Sidearms

PURPOSE:

Surplus of Police Department side-arms.

BACKGROUND:

The police department is upgrading all police department-issued side-arms. The current list will be used as a trade-in during this purchase.

RECOMMENDATION:

Staff recommends the list of weapons proceed in being surplus.

AN ORDINANCE of the City of Neosho, Missouri, declaring certain personal property as surplus; and authorizing the City Manager to execute the appropriate documents.

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

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

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

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

Glock 17-9mm	LNU390	Glock Gen 3
Glock 17-9mm	LNU398	Glock Gen 3
Glock 17-9mm	LNU393	Glock Gen 3
Glock 17-9mm	LNU394	Glock Gen 3
Glock 17-9mm	LNU395	Glock Gen 3
Glock 17-9mm	LNU396	Glock Gen 3
Glock 17-9mm	LNU392	Glock Gen 3
Glock 17-9mm	LNU399	Glock Gen 3
Glock 17-9mm	LNU400	Glock Gen 3
Glock 17-9mm	LNU401	Glock Gen 3
Glock 17-9mm	LNU402	Glock Gen 3
Glock 17-9mm	LNU403	Glock Gen 3
Glock 17-9mm	LNU404	Glock Gen 3
Glock 17-9mm	SAG383	Glock Gen 4
Glock 17-9mm	SAG384	Glock Gen 4
Glock 17-9mm	SAG385	Glock Gen 4
Glock 17-9mm	SAG386	Glock Gen 4
Glock 17-9mm	SAG382	Glock Gen 4
Glock 17-9mm	USP750	Glock Gen 4
Glock 17-9mm	USP751	Glock Gen 4
Glock 17-9mm	ACCL211	Glock Gen 4
Glock 17-9mm	BLZF174	Glock Gen 4
Glock 19-9mm	UWB828	Glock Gen 4
Glock 19-9mm	WGY996	Glock Gen 4
Glock 19-9mm	BCWA911	Glock Gen 4
Glock 19-9mm	BUYU673	Glock Gen 5

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

REQUESTED COUNCIL MEETING DATE: June 3, 2025

ITEM: Bill No. 2025-37: Public Necessity 625 Coler Street

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2025-37 Declaring public necessity to acquire property- 625 Coler
 2. LOWER HIGH SCHOOL EXTENSION PRELIMINARY PLAN
-

PURPOSE:

Approve an emergency ordinance for condemnation.

BACKGROUND:

The City of Neosho received ARPA funding to improve drainage along Lower School Branch, an area prone to flooding affecting residents and businesses. The city appraised the property and made an offer to the owner, but the offer was denied, and the counteroffer couldn't be justified by staff.

RECOMMENDATION:

Approve the emergency ordinance as submitted and authorize the Mayor to execute it.

AN ORDINANCE of the City of Neosho declaring a public necessity to acquire, by condemnation, land necessary for the Neosho Stormwater System Improvement Project and authorizing the filing of the appropriate action in the Circuit Court of Newton County, Missouri, to acquire all interest necessary for said project, and containing an emergency provision.

WHEREAS, the City of Neosho, Missouri, has undertaken an engineering study to determine appropriate necessary improvements for the stormwater system within and without the City of Neosho, Missouri, for the benefit of those within and without the City of Neosho, Missouri; and

WHEREAS, the public necessity exists to acquire, by condemnation, the land and rights necessary for the stormwater system project located within and without the City of Neosho, Missouri; and

WHEREAS, the City of Neosho, Missouri, has attempted in good faith to negotiate with the property owners and those who have claimed or do claim an interest in the property described herein, but have been unable to agree on what compensation, if any, should be paid as a result of the acquisition of said land and/or for those property owners to complete performance for sale of the property; and

WHEREAS, the City of Neosho, Missouri, has complied, or will comply, with the provisions of V.A.M.S. §§523.250 and 523.253, as well as 24 CFR § 983.7 relating to the negotiation in good faith to acquire said interest and relocation assistance for displaced person.

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

Section 1. That the City Council does hereby declare a public necessity for the acquisition of land necessary for the Neosho stormwater system project located within and without the City of Neosho, Missouri.

Section 2. That after good faith negotiations, the City has been unable to acquire appropriate interests in the land owned by Henry Land & Cattle, LLC, a Missouri limited liability company, and Arvest Bank, grantee of a Future Advance Deed of Trust, and legally described as:

See the legal description attached and incorporated herein as Exhibit “A”

Section 3. That the City Council, as the governing body, does hereby instruct the City Attorney, after complying with the appropriate provisions of V.A.M.S. §§523.250 and 523.253 and 24 CFR § 983.7, to acquire said land by condemnation through the filing of the appropriate pleading in the Circuit Court of Newton County, Missouri, seeking to acquire said interest.

Section 4. That the City hereby declares that this Ordinance, being an Ordinance relating to the immediate preservation of the public peace, property, health, safety or morals, is considered an emergency within the meaning of Section 2.18(1) of the Home Rule Charter of the

City of Neosho, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

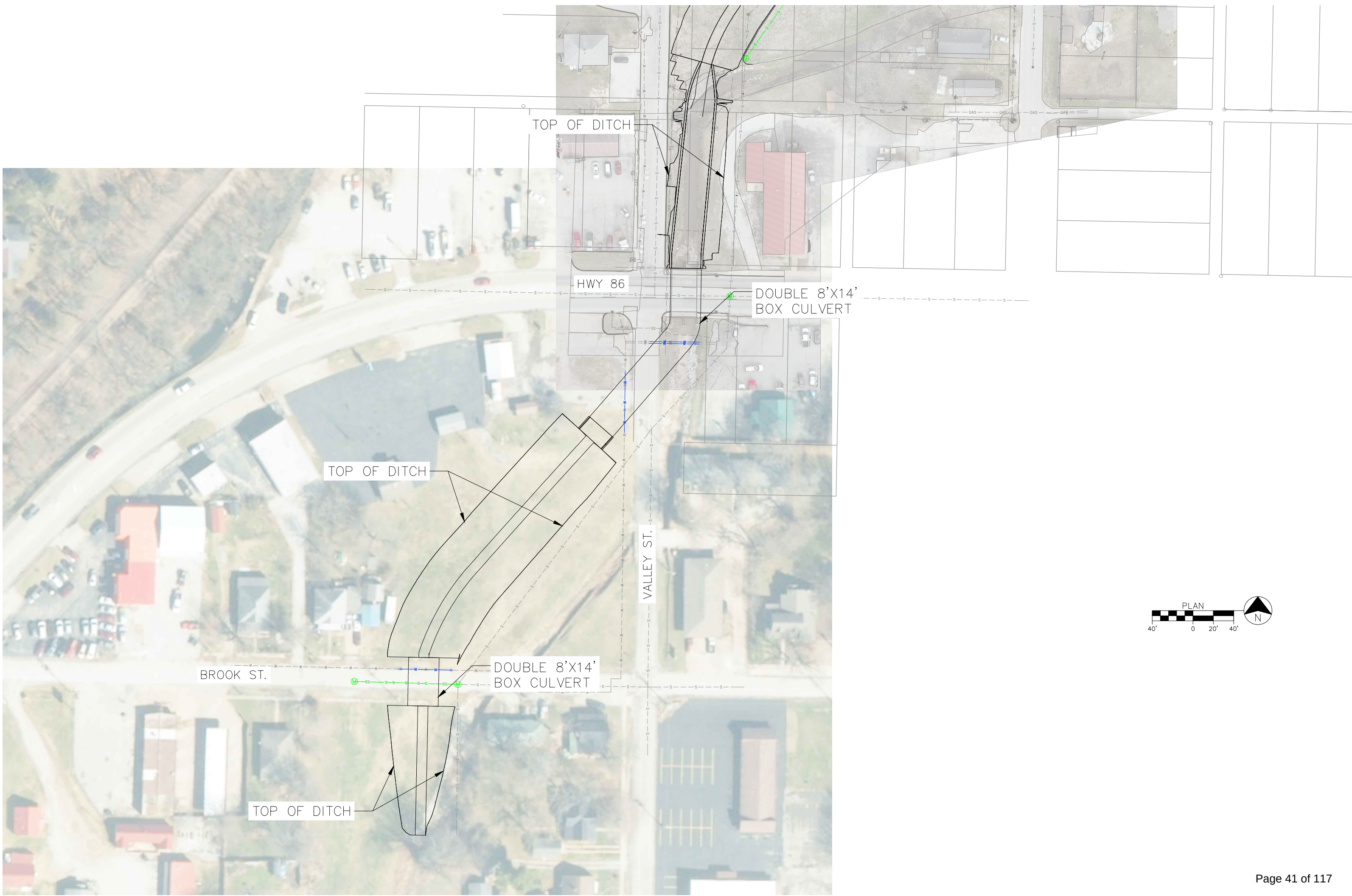
SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

EXHIBIT A

A part of Miscellaneous Tract 19 in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 24, Township 25 North, Range 32 West and part of Tract 1 in MITT'S SUB-DIVISION and a part of Lots Numbered One (1) through Eight (8) in Block 2 of WILLIAMS ADDITION, along with part of vacated alley, all being in the City of Neosho, Newton County, Missouri, described as commencing at the Southeast corner of Block 2 in said Williams Addition, thence North 0°13'20" West along the West line of Valley Street 199.10 feet to the point of beginning, thence South 37°43'01" West 251.33 feet to the North line of Brook Street, thence South 89°59'30" West 12.0 feet, thence leaving Brook Street North 97.99 feet, thence South 89°59'30" West 145.13 feet to the West line of Lot 6 in Block 2 Williams Addition, thence North 0°01'40" East 51.85 feet to the Northwest corner of Lot 6 in Block 2, thence South 87°58'50" East 10.59 feet to the Southeast corner of a tract described in Book 344 at Page 9045, thence along the East line of said tract North 4°28'30" West 25.65 feet, thence North 32°43'20" West (M. North 33°02'56" West) 84.64 feet to the South line of Coler Street, thence along the South line of Coler Street along a curve concave to the South having a radius of 676.80 feet through a central angle of 18°02'14" a chord of North 72°09'40" East 212.18 feet to the Northwest corner of a tract described in Deed Book 345 at Page 719, thence South 0°13'20" East 93.32 feet, thence East 60.0 feet, thence South 0°16'25" East 19.00 feet, thence North 89°56'48" East 86 feet to the point of beginning. Subject to an ingress-egress easement described as commencing at the Northwest corner of Lot 6 Block 2 Williams Addition to the City of Neosho, Newton County, Missouri, thence South 87°58'50" East 10.59 feet, thence North 4°28'30" West 17.09 feet to the point of beginning, thence North 4°28'30" West 8.56 feet, thence North 33°43'20" West (M. North 33°02'56" West) 84.64 feet to the South line of Coler Street, thence along Coler Street with a curve concave to the South having a radius of 676.80 feet a chord of North 63°38'35" East 12.08 feet, thence South 33°02'56" East 85.97 feet, thence South 4°28'30" East 12.0 feet, thence South 85°31'30" West 12.0 feet to the point of beginning.



REQUESTED COUNCIL MEETING DATE: June 3, 2025

ITEM: Bill No. 2025-38: Amending City Code Section 110.110 Officers and Employees

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2025-38 Amending 110.110- City Manager Requirements (removing residency)

PURPOSE:

Update section 110.110, City Manager Requirements of Neosho ordinances to match Section 3.01 of the City Charter.

BACKGROUND:

In 2019, citizens of Neosho voted to change section 3.01 of the Neosho City Charter, which allows the City Manager to reside outside the city limits of Neosho.

RECOMMENDATION:

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

AN ORDINANCE of the City of Neosho amending Chapter 110, Officers and Employees, Article II, City Manager, by repealing and replacing Section 110.110, Residency Requirement-To Be Full-Time Employee, to remove language inconsistent with the City Charter.

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

Section 1. That Chapter 110, Officers and Employees, Article II, City Manager, of the Code of Ordinances for the City of Neosho be amended by repealing and replacing Section 110.110, Residency Requirement-To Be Full-Time Employee, to remove language inconsistent with City Charter; and the same be hereby adopted to read as follows:

“Chapter 110 Officers and Employees”

“Section 110.110 City Manager Requirements--To Be Full-Time Employee”

“The Council shall appoint a City Manager who shall devote full time to the duties of this office. Said Manger shall be chosen based on the requirements under Section 3.01 of the City Charter.”

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: June 3, 2025

ITEM: Bill No. 2025-39: MoDOT T-Hangar Construction Contract Amendment

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2025-39 Amended K w Marion Co - 5 Unit T-Hangar - 2025
 2. Contract with Marion Company - 5 Unit T-Hangar - 2025 - Amended Agreement
 3. 2025-05-13 18618 Neosho Const Contracts - To Be Signed
-

PURPOSE:

The purpose of this item is to gain the council's approval of an amendment to the T-Hangar construction contract with Marion Group.

BACKGROUND:

This contract was previously approved and signed by the council. MoDOT Aviation has requested the addition of required language to the agreement.

RECOMMENDATION:

Staff recommends the council approves this amendment to the construction contract.

AN ORDINANCE of the City of Neosho authorizing an Amended 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 Amended 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 said Amended Agreement is approved to incorporate the Proposal Form, Official Bid Form and Form of Contract Agreement as proposed for the State Block Grant Project No. 24-096A-1, incorporated into the Amended Agreement as Exhibit C.

Section 3. 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 June, 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

AMENDED AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AMENDED 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, B and C 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, in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B and in the Proposal Form, Official Bid Form and Form of Contract Agreement as proposed for the State Block Grant Project No. 24-096A-1, attached hereto and incorporated herein as Exhibit C. 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.

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

PROPOSAL FORM
CITY OF NEOSHO, MISSOURI
NEOSHO HUGH ROBINSON AIRPORT (EOS)
State Block Grant Project No. 24-096A-1

TO: City of Neosho, Missouri

The undersigned, in compliance with the request for bids for construction of the following Project:

Construct 5-Unit T-Hangar

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
CONSTRUCT 5-UNIT T-HANGAR							
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	\$ 71,000	00	\$ 71,000	00
2	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	\$ 17,300	00	\$ 17,300	00
3	P-101	Saw Cut (Full Depth)	223 L.F.	\$ 66	15	\$ 14,751	45
4	P-101	Remove Existing Concrete Pavement	235 S.Y.	\$ 48	73	\$ 11,451	55
5	P-101	Remove Existing Aggregate Base Course	235 S.Y.	\$ 48	73	\$ 11,451	55
6	P-101	Remove Portion of Underdrain System	1 L.S.	\$ 1,500	00	\$ 1,500	00
7	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1 L.S.	\$ 4,750	00	\$ 4,750	00
8	---	Construct 5-Unit T-Hangar	1 L.S.	\$ 569,994	67	\$ 569,994	67
9	---	Construct Hangar Approach	337 S.Y.	\$ 132	94	\$ 44,800	78
CONSTRUCTION TOTAL						\$ 747,000	00

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice of award for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice of award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice to Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **one hundred eighty (180) calendar days for submittals, concrete mix design, material procurement, and delivery from the date of the Notice-to-Proceed for PROCUREMENT and eighty (80) calendar days for all construction activities from the date of the Notice-to-Proceed for CONSTRUCTION.** All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the project manual. Shifting of contract time between phases will not be permitted.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **two thousand one hundred dollars (\$2,100.00)** per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **0.00** percent of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - 2. Has 50 or more employees.
 - 3. Is a prime contractor or first tier subcontractor.
 - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

- I. The undersigned acknowledges receipt of the following addenda:

Addendum No. #1, dated 03/20/2025 Date Received 03/20/2025

Addendum No. #2, dated 03/21/2025 Date Received 03/21/2025

Addendum No. _____, dated _____ Date Received _____

Addendum No. _____, dated _____ Date Received _____

Addendum No. _____, dated _____ Date Received _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents, including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves with the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Trade Restriction Certification (49 U.S.C. § 50104, 49 CFR Part 30)**
The submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:
 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

3. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

c. Certification of Offeror/Bidder Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

d. Certification of Lower Tier Contractors Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;

2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment and Suspension, above;
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA and/or MoDOT later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA and/or MoDOT may pursue any available remedies, including suspension and debarment of the non-compliant participant.

f. Certification Regarding Lobbying (31 U.S.C. § 1352, 2 CFR § 200 Appendix II(J), 49 CFR Part 20, Appendix A)

The Bidder or Offer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employer of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

g. Buy American Certification: (Title 49 U.S.C. § 50101)

The bidder agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued List.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility
(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".



Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To furnish U.S. domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

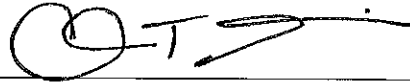
Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using U.S. domestic product.

- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 28, 2025
Date


Signature

Marion Company, LLC
Company Name

Tyler Marion - President
Title

Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination which may result in rejection of the proposal.
 - To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly and at place of manufacture.

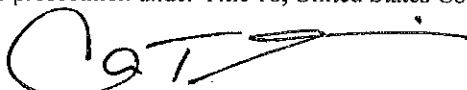
Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- d) Detailed cost information for total project using U.S. domestic product.
- e) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 28, 2025

Date



Signature

Marion Company, LLC

Company Name

Tyler Marion - President

Title

h. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statutes of Missouri)

For all contracts where the total bid amount is in excess of \$50,000 (local match in excess of \$5,000), the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of \$50,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
2. has enrolled and actively participates in a federal work authorization program;

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT
AGREEMENTS IN EXCESS OF \$50,000 (Local match in excess of \$5,000)**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF Newton)

On this 28 day of March, 2025, before me appeared
TYLER MARION, personally known to me or proved to me on the basis of satisfactory evidence to
be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is TYLER MARION, and I am of sound mind, capable of making this affidavit,
and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement
with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other
activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business
entities:

I am the PRESIDENT of Marion Company, LLC, and I am duly authorized, directed, and/or
(title) (business name)
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization
program operated by the United States Department of Homeland Security, and the aforementioned business entity shall
participate in said program to verify information (employment eligibility) of newly hired employees working in connection
to work under the within contract agreement. I have attached documentation to this affidavit to evidence
enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by
Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly
employ, in connection to work under the within contract agreement, any alien who does not have the legal right or
authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section
285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for
subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

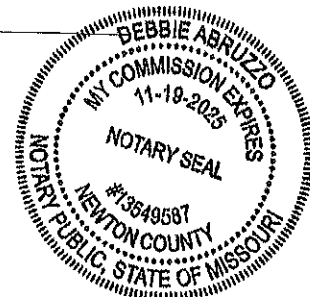
I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not
under duress.

(Affiant Signature)

Subscribed and sworn to before me this 28th day of March, 2025.

Debbie Abruzzo
(Notary Public)

My commission expires: November 19, 2025



[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal.

- a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:
- b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work Performed	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal (100%, 60%)	(E) Dollar Amount Applicable to DBE Goal (C x D)	(F) Percent of Total Contract (C / Total Contract Amount)
GBH REMIX-MIX 510 MURPHY DRIVE JOPLIN, MO 64802	CONCRETE SUPPLY	APPROX. \$ 55,100.42	100%	55,100.42	7.1%
TOTAL DBE PARTICIPATION				\$ 55,100.42	7.1%

* PER SPECS, 0.00% REQ.

**Cannot exceed contract amount for given item of work.

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Merchant wholesalers (supply) are credited at 60%.

Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

***** OFFICIAL BID FORM *****

(Revised per Addendum No. 1) Page 12 of 12

~~THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED
IN THE ORIGINAL BOUND PROJECT MANUAL.~~

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

☒ sole individual () partnership () joint venture

() corporation, incorporated under the laws of state of _____.

Executed by bidder this 28TH day of MARCH 2025.

Name of individual,
all partners
or joint venturers:

CHRIS MARION

Address of each:

12451 HIGHWAY 59, NEOSHO, MO

doing business under the name of:

CONSTRUCTION SERVICES GROUP
(If using a fictitious name, show this name
above in addition to legal names)

Address of principal place of business in
Missouri:

12451 HWY 59, NEOSHO, MO

(If a corporation, show its name above)

ATTEST: (SEAL)

(Signature) Secretary

Please print name


(Signature) PRESIDENT
(Title)

TYLER MARION

Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo

PERFORMANCE BOND	BOND NUMBER
PRINCIPAL <i>(Legal Name and Business Address)</i> Marion Company, LLC dba Construction Services Group 12451 Highway 59 Neosho, MO 64850	
SURETY <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION Missouri
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i> Seven Hundred Forty-Seven Thousand Dollars and Zero Cents (\$747,000.00)	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the **City of Neosho, 203 E. Main Street, Neosho, MO 64850**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Construct 5-Unit T-Hangar

Project Location: Neosho Hugh Robinson Airport (EOS), City of Neosho, Missouri

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

- c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 - 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST: _____ Corporate Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Affix Corporate Seal)

SURETY:

ATTEST: _____ Surety Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Performance Bond.

ATTEST: _____ Date: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Affix Seal)

PAYMENT BOND	BOND NUMBER
PRINCIPAL <i>(Legal Name and Business Address)</i> Marion Company, LLC dba Construction Services Group 12451 Highway 59 Neosho, MO 64850	
SURETY <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION Missouri
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i> Seven Hundred Forty-Seven Thousand Dollars and Zero Cents (\$747,000.00)	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the **City of Neosho, 203 E. Main Street, Neosho, MO 64850**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Construct 5-Unit T-Hangar

Project Location: Neosho Hugh Robinson Airport (EOS), City of Neosho, Missouri

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the

Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST: _____ Corporate Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Affix Corporate Seal)

SURETY:

ATTEST:	Surety Name:	_____
Signature:	Signature:	_____
Name and Title:	Name and Title:	_____
		(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST:	Date:	_____
Signature:	Signature:	_____
Name and Title:	Name and Title:	_____
		(Affix Seal)

**FORM OF
CONTRACT AGREEMENT
CITY OF NEOSHO, MISSOURI
NEOSHO HUGH ROBINSON AIRPORT (EOS)
State Block Grant Project No. 24-096A-1**

THIS AGREEMENT, made as of this _____ day of _____, 20____, is

BY AND BETWEEN

the OWNER: Name: **City of Neosho, Missouri**

Address: **203 E. Main Street**

City/State/Zip Code: Neosho, MO 64850

And the CONTRACTOR: Name: **Marion Company, LLC dba Construction Services Group**

Address: **12451 Highway 59**

City/State/Zip Code: **Neosho, MO 64850**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at the **Neosho Hugh Robinson Airport (EOS)** generally described as follows;

Construct 5-Unit T-Hangar

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice to Bidders, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determinations, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Seven Hundred Forty-Seven Thousand Dollars and Zero Cents
(Amount in Written Words)

(\$747,000.00)
(Amount in Numerals)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within **one hundred eighty (180) calendar days for submittals, concrete mix design, material procurement, and delivery from the date of the Notice-to-Proceed for PROCUREMENT and eighty (80) calendar days for all construction activities from the date of the Notice-to-Proceed for CONSTRUCTION.** All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the project manual. Shifting of contract time between phases will not be permitted.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **two thousand one hundred dollars (\$2,100.00)** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

a. **Certification of Eligibility (29 CFR Part 5.5)**

- i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Lochner
15717 College Boulevard
Lenexa, KS 66219**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

CONTRACTOR

Name: _____

Name: _____

Address: _____

Address: _____

By: _____

By: _____

Signature

Signature

Title of Representative

Title of Representative

ATTEST:

ATTEST

By: _____

By: _____

Signature

Signature

Title

Title

REQUESTED COUNCIL MEETING DATE: June 3, 2025

ITEM: Resolution Bill No. 2025-17: Springfield Striping & Sealing Agreement

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Res. Bill No. 2025-17 Contract with Springfield Striping Sealing - 2025 Parking Lot Sealant
 2. Agreement Neosho and Springfield Striping - 2025 Parking Lot Sealant
 3. Parking lots bid docs and bids recieved
-

PURPOSE:

To request the council's approval for the mayor to sign the Parking Lots Sealing and Striping Agreement with Springfield Striping & Sealing.

BACKGROUND:

This is the agreement with Springfield Striping and Sealing for the sealing and striping of three city owned parking lots.

RECOMMENDATION:

City Staff recommends the council approve the agreement with Springfield Striping and Sealing for \$14,067.73 and authorize the Mayor to sign.

Resolution Bill No. 2025-17

A RESOLUTION of the City of Neosho, Missouri, approving an agreement with Springfield Sealing Service, Inc. d/b/a Springfield Striping & Sealing, a Missouri Corporation, for the purpose of providing Contractor services for 2025 Parking Lot Sealing and Striping Project for the not to exceed price of Fourteen Thousand Sixty-Seven & 73/100 dollars (\$14,067.73) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho sought bids for the crack sealing of the 2025 Parking Lot Sealing and Striping Project within the City of Neosho, Missouri; and

WHEREAS, Springfield Striping & Sealing, was awarded the bid on June 3, 2025.

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

That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Springfield Sealing Service, Inc. d/b/a Springfield Striping & Sealing, a Missouri Corporation, for the purpose of providing Contractor services for 2025 Parking Lot Sealing and Striping Project for the not to exceed price of Fourteen Thousand Sixty-Seven & 73/100 dollars (\$14,067.73), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 3rd day of June, 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

THIS AGREEMENT, made this ____ day of June, 2025, by and between CITY OF NEOSHO, MISSOURI hereinafter called "OWNER" and SPRINGFIELD SEALING SERVICE, INC. doing business as SPRINGFIELD STRIPING & SEALING, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the 2025 Neosho Parking Lot Sealing and Striping Project to include approximately 56,000 square feet of sealant, 700 linear feet of white striping and 1,130 linear feet of yellow striping as described in the Bid Specifications for the Project, hereinafter called "PROJECT".

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

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete same within 30 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of FOURTEEN THOUSAND SIXTY-SEVEN & 73/100 DOLLARS (\$14,067.73), or as shown in the BID Schedule, including Alternate Bid Items.

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

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

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

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

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

ATTEST:

OWNER:
CITY OF NEOSHO, MISSOURI

Cheyenne Wright, City Clerk

By: _____
Name: Richard Davidson
Title: Mayor

(SEAL)

ATTEST:

CONTRACTOR:

Springfield Sealing Service Inc.

By: _____

Mark Clark

Name (Please Type)

Title: General Manager
3809 E. Energy Place
Springfield, MO 65803



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Tuesday, May 27th, 2025, at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: 2025 Neosho Parking lot Sealing and Striping Project
Please label the envelope: Neosho Parking lot Sealing and Striping Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

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

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

Thank you,

Nate Siler Public Works Director

SPECIFICATIONS

2025 Neosho Parking lot Sealing and Striping Project

Materials and Specifications

ProtecTar refined tar sealer or equivalent emulsion sealer applied at the manufactures recommended rate with 2% Tarmax latex additive and approximately 2lbs of sand mixed per gallon of sealant. All other applications must be approved by the City of Neosho Public Works Director. The application of crack sealant will be performed by the City of Neosho staff prior to sealant application. This bid is for the sealant and striping only. Ambient temperatures shall be at least 50 degrees F and rising before application.

Paint for parking spaces, handicap markings, and directional arrows shall be a water born traffic marking paint. All parking areas and striping shall be four inches in width.

Preparation

Asphalt surface must be cleaned, and all debris removed and discarded prior to application of sealant. Heat and scrape excess oil from pavement and apply primer to promote adhesion of sealer.

Traffic Control

Adequate means shall be provided to protect the sealed asphalt from damage by traffic until such time that the mixture has cured sufficiently so that the sealant will not adhere to or be picked up by the tires of vehicles. The contractor shall provide signs, barricades, and flagman necessary to control traffic around the area under construction. Any damage done by traffic to the applied sealant or markings shall be repaired by the contractor at the contractor's expense.

Notification

The contractor shall be responsible for notifications to the facilities or businesses that will be affected by the application of the sealant and paint. The notification shall include date of application, approximant time of application and restricted traffic time for proper curing.

Payment

The amount of completed and accepted work, measured as provided above, shall be paid for at the contract unit price bid per square yard, linear ft, and all other necessary markings which shall be full compensation for furnishing all materials, for all labor, tools, equipment, and incidentals necessary to complete the work.

SCOPE OF WORK

The 2025 Neosho Parking Lots Seal Coat and Striping project will consist of 3 parking lots and 1 driveway sealed and striped. A map showing all locations is attached to these bid documents.

The estimated total square footage of all parking lots to be sealed are listed below. The total linear foot of striping is estimated below, this includes parking lines and all angle lines for handicap access for all 3 lots as well as directional arrows and handicap markings. The attached maps show the parking lot spots that will need to be painted, and the colors used.

Bid Form

- | | | |
|--|----------------------------------|-------------------|
| 1. Two Coats of Sealant Applied | Approximate area of parking lots | 56,000 Square ft. |
| 2. Striping of Parking Spots (White) | Approximately | 700 Linear ft. |
| 3. Striping of Parking Spots (Yellow) | Approximately | 1,130 Linear ft. |
| 4. Painted Handicap spaces with ADA van accessible areas between | | 1 |
| 5. Painted Directional Arrows | | 3 |
| 6. Painted Handicap spaces | | 3 |

Sealant price per square ft.	_____ \$
Striping yellow paint per linear ft.	_____ \$
Striping white paint per linear ft.	_____ \$
ADA parking spot	_____ \$
Directional arrows per arrow	_____ \$
Handicap spot symbol per symbol	_____ \$

Neosho, MO



1 : 500



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

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

Notes

City Hall East lot

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



1 : 500



Notes

Airport Parking lot

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend



1 : 1,998



333.0
0
166.51
333.0 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Airport Driveway

BID FORM

Description: (To be completed by bidding party)

Sealcoating & Striping, see detail page for more info.

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

F.O.B. Neosho, MO

Projected Start Date:

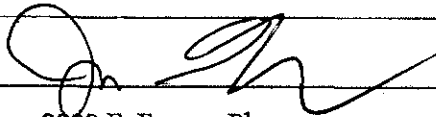
\$14,067.73

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

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

COMPANY: Springfield Sealing Service, Inc./dba: Springfield Striping & Sealing

SIGNED BY:



ADDRESS:

3809 E. Energy Place

Springfield, MO 65803

EMAIL:

jon@springfieldstriping.com

PHONE:

417-830-4780

SCOPE OF WORK

The 2025 Neosho Parking Lots Seal Coat and Striping project will consist of 3 parking lots and 1 driveway sealed and striped. A map showing all locations is attached to these bid documents.

The estimated total square footage of all parking lots to be sealed are listed below. The total linear foot of striping is estimated below, this includes parking lines and all angle lines for handicap access for all 3 lots as well as directional arrows and handicap markings. The attached maps show the parking lot spots that will need to be painted, and the colors used.

Bid Form

- | | | |
|--|----------------------------------|-------------------|
| 1. Two Coats of Sealant Applied | Approximate area of parking lots | 56,000 Square ft. |
| 2. Striping of Parking Spots (White) | Approximately | 700 Linear ft. |
| 3. Striping of Parking Spots (Yellow) | Approximately | 1,130 Linear ft. |
| 4. Painted Handicap spaces with ADA van accessible areas between | | 1 |
| 5. Painted Directional Arrows | | 3 |
| 6. Painted Handicap spaces | | 3 |

Sealant price per square ft.

Striping yellow paint per linear ft.

Striping white paint per linear ft.

ADA parking spot

Directional arrows per arrow

Handicap spot symbol per symbol

_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

These
are bid
lump sum.



Contract

Date: 5/23/2025
Contract #: 25-2759

Submitted To:

City of Neosho
203 E Main Street
Neosho, MO 64850

Contact: Jeff Barratt
Phone: 417.451.8071
Fax:

Job Location:

203 E Main Street
125 N College Street
1400 Terry Johnson Drive
Neosho, MO

SEALCOATING AND STRIPING

DESCRIPTION

1. Provide two applications of Asphalt Pavement Sealer over existing asphalt surface with third coat applied at all entranceways.

SITE CONDITIONS

1. Apply coating when pavement temperature is at least fifty (55) degrees F and air temperature is the same and rising.
2. Apply coating during dry weather and when rain is not anticipated.

PREPARATION

1. Spray all vegetation in cracks and at pavement edges with Roundup Quick Pro Dry Instant Kill where applicable prior to job date.
2. Prime oil spots. Heat and scrape excess oil off pavement and apply Tarloc MPC Oil Spot Primer to promote adhesion of sealer.
3. Clean entire asphalt surface and remove all debris from job site and discard.

APPLICATION

1. Allow each coat to cure sufficiently to take traffic between coats.
2. Allow final coat to dry overnight under good drying conditions before allowing traffic.

STRIPING

1. All striping of lines and any other marking on pavement will be re-applied unless otherwise directed by owner.
2. Sherwin Williams brand paint will be applied by approved commercial striping equipment at the manufacturer's suggested application rate. All paints used meet or exceed Federal Specification TTP115E or TTP1952B.

PROTECTION

1. All barricades will be supplied and set up prior to commencement of work and removed from job site after completion of project.
2. Owner will be responsible for having parking area cleared of vehicles. If towing services are required to perform work, towing charges will be at owner's expense.

WARRANTY

1. One year warranty on all asphalt sealing for peeling and chipping of sealer, except over existing oil spots. Warranty only valid for parking areas blocked over a 24 hour period per manufacturers recommendations.

Description	Cost
2025 Neosho Parking Lot Sealing & Striping Project Asphalt Pavement Sealer Striping	12,994.48 1,073.25
NOTE: Project is Tax Exempt. Bid to be accepted within 30 days of receipt. In the case that the owner requests the work to be completed later, or this is new construction, pricing would be adjusted based on AC index, raw materials, supplies and labor rates at the time of completion. If any adjustments are needed the customer will be informed prior to the start of work.	
We propose to furnish labor & materials according to specifications for:	\$14,067.73

Past due accounts are charged 1.5% per month. TERMS: Due Upon Completion. Please see Notice To Owner on reverse side.

Springfield Striping & Sealing

Authorized Signature: _____

Jon Schlup

JPS

Date: 05.23.2025

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to the terms listed above.

Customer Signature: _____

Date: _____

The parties agree that in the event of litigation arising from the performance or breach of this agreement, that the prevailing party shall recover from the non-prevailing party its reasonable attorney's fees, court costs, and litigation expenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2025

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

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

PRODUCER	CONTACT NAME: Monique Lynn
OLLIS/AKERS/ARNEY	PHONE (A/C, No, Ext): (417) 881-8333
2274 E SUNSHINE ST	FAX (A/C, No): (417) 823-7444
	E-MAIL ADDRESS: monique.lynn@ollisaa.com
SPRINGFIELD	INSURER(S) AFFORDING COVERAGE
MO 65804-1819	INSURER A: Cincinnati Insurance
INSURED	INSURER B: MO Employers Mutual Ins.Co.
Springfield Sealing Service, Inc., DBA: Springfield Striping and Sealing	INSURER C: Evanston Insurance Company
3809 Energy	INSURER D:
Springfield	INSURER E:
MO 65803	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2531822484

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X.C.U not excluded GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOG OTHER:	Y	Y	EPP0610253	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	EPP0610253	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ -0-	Y	Y	EPP0610253	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MEG3012852	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			MKLV3ENV105124	04/01/2025	04/01/2026	Shared Aggregate \$2,000,000 Each Pollution Limit \$1,000,000 Deductible \$10,000

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

The Certificate Holder and other Entities when required by written contract, relative to General Liability, have Additional Insured status, including Ongoing Operations and Products/Completed Operations on a Primary and Non-Contributory Basis and are Additional Insured's under the Auto Liability. Waiver of Subrogation in favor of Certificate Holder applies to General Liability and Auto Liability. Umbrella Follows Form

CERTIFICATE HOLDER

CANCELLATION

City of Neosho 203 E Main Neosho MO 64850	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Monique Lynn</i>
--	--



Company ID Number: 344631

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer SPRINGFIELD SEALING SERVICE, INC.	
SARAH TITTSWORTH	
Name (Please Type or Print)	Title
Electronically Signed	07/20/2010
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	07/20/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	SPRINGFIELD SEALING SERVICE, INC.
Company Facility Address:	3809 E ENERGY PLACE
	SPRINGFIELD, MO 65803
Company Alternate Address:	
County or Parish:	GREENE
Employer Identification Number:	431326645

REQUESTED COUNCIL MEETING DATE: June 3, 2025

ITEM: Resolution 2025-18: Authorizing a CD with First Community Bank

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Res. Bill No. 18 Authorizing CDs with First Comm (002)

PURPOSE:

To seek Council's approval to invest funds in 6 month CD with First Community Bank

BACKGROUND:

The six-month CD approved December 17, 2024 is set to renew on July 5, 2025. Staff is requesting that \$500,000 be pulled from the CD and to authorize the City to open another six-month CD in the amount of \$2,915,000. Staff has reviewed the fund balances and operating needs of the departments and has come to what staff is comfortable investing for the short term.

RECOMMENDATION:

Staff requests approval to move forward with investing funds into a six-month CD with First Community and the signors to follow that of our other banking services.

Resolution Bill No. 2025-18

A RESOLUTION of the City of Neosho, Missouri, authorizing Certificate of Deposits with First Community Bank, a Missouri financial institution, for a not to exceed investment amount of Two Million Nine Hundred Fifteen Thousand and 00/100 Dollars (\$2,915,000.00).

WHEREAS, it is in the best interest of the City of Neosho, Missouri, to prudently hold and invest monies belonging to the City of Neosho as authorized by Section 67.085 RSMo; and

WHEREAS, the City of Neosho, Missouri's desires to place certain monies into certificate of deposits with First Community Bank.

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

That monies be placed into certificate of deposit accounts ("CD") with First Community Bank as follows:

\$2,915,000.00	6 Month CD	4.19%
----------------	------------	-------

That the City Manager, David Kennedy, and Mayor Richard Davidson are authorized execute any documents to effectuate the deposits on behalf of the City of Neosho.

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: June 3, 2025

ITEM: Resolution Bill No. 2025-19: Destruction of Records

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2025-19 Destruction of Records
 2. Destruction of Records
-

PURPOSE:

The purpose of this resolution is to comply with state procedures for the retention and destruction of municipal records.

BACKGROUND:

RSMo 109.230 states: The director shall, with due regard for the functions of the agencies concerned, and subject to the approval of the Secretary of State: Public lists of records authorized for disposal or retention. City Code Section 110.390 states the City Clerk shall have custody of and shall safely keep the public records, original rolls of ordinances and resolutions of the City Council, such other records, documents and papers of public nature as may be delivered into his/her custody.

RECOMMENDATION:

Request the council's approval of Resolution Bill No. 2025-19.

Resolution Bill No. 2025-19

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

WHEREAS, the Secretary of the State of Missouri has established a procedure for the retention and destruction of municipal records, and

WHEREAS, the City Clerk has processed Neosho records in accordance with the guidelines set out in said section, RSMo. 109.230 (4)

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

Section 1: That those city records which have met the retention requirements as set forth by RSMo. 109.230(4) and are recommended for disposal by the State of Missouri are attached hereto as Exhibit A and incorporated herein by reference.

Section 2: That the City Clerk as the Custodian of Records of the City of Neosho is hereby authorized to dispose of the city records listed in Exhibit A in accordance with RSMo. 109.230 (4).

Section 3: This resolution shall be in full force and effect upon final passage.

ADOPTED this 3rd day of June 2025.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

City of Neosho

Records Program Disposition List

Department City Clerk

Submit Form to City Clerk

The following records have met their retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The officeholder with jurisdiction over these records may elect to take the following action: store the records, destroy the records, or de-accession the records. If the records are destroyed or donated to a local historical agency, the action should be recorded in the City Council minutes with the record series and inclusive dates.

Records to be destroyed are as follows:

[illegible]

I hereby certify to the best of my knowledge, that the records described herein are not needed in the transaction of current business and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further keeping. I also certify it has met the retention as governed by law.

Signature

City Clerk
Title

6/2/2025
Date

REQUESTED COUNCIL MEETING DATE: June 3, 2025

ITEM: 19522 South US 59 Quail Meadows Mobile Home Park Annexation

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. South 59 Mobile Home Park

PURPOSE:

The purpose of this item is to establish the council's authorization to move forward on annexing the Quail Meadows Mobile Home park on south US 59 Highway based on an Irrevocable Consent.

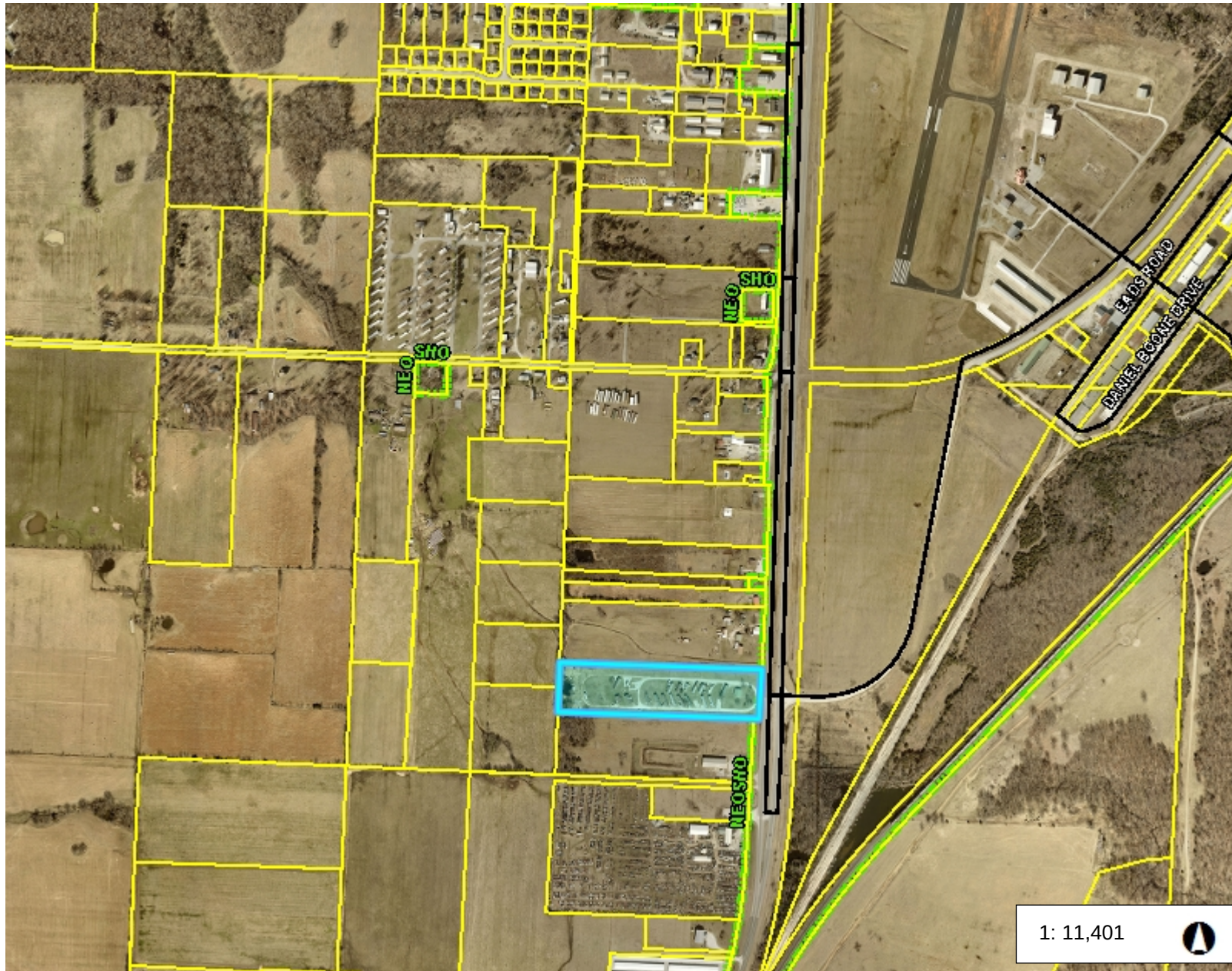
BACKGROUND:

The Quail Meadows Mobile Home Park is subject to an Irrevocable Consent to Annexation agreement signed in October 2007 for connecting to city utilities.

RECOMMENDATION:

Staff has no preference on the matter.

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

- Parcel
- Corporate Limit Line

Notes

South 59 Trailer Park

1,900.1 0 950.06 1,900.1 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: June 3, 2025

ITEM: Airport Leased Property Building Size

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Aircraft Land Lease Agreement

PURPOSE:

The purpose of this item is to discuss minimum size requirement for new hangars the airport.

BACKGROUND:

The land lease for building probate hangars at the airport currently requires a structure size of 60' by 60'. There is a individual that is interested in building a private hangar but would like to go with a 50' by 50' building. Staff is requesting direction from the council on this request.

RECOMMENDATION:

Staff is looking for council input and direction.

AIRCRAFT HANGAR SITE LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, _____ between THE CITY OF NEOSHO HUGH ROBINSON MEMORIAL AIRPORT, hereinafter referred to as the "City", and _____, hereinafter referred to as "Lessee", with reference to the following facts:

1. That the City of Neosho is the owner of certain real property commonly known as the Hugh Robinson Memorial Airport located in the City of Neosho, County of Newton and State of Missouri.
2. That the City of Neosho shall be the "Lessor", and the "Lessee" desires to lease from the City certain real property hereinafter referred to as the "premises".
3. The parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, understanding, terms, conditions, and provisions set forth herein, the Lessor and Lessee agree as follows:

1. The City hereby leases, rents, and demises to the Lessee the following premises situated in the City: Row # _____ Lot # _____.
2. The term of this lease shall be for thirty (30) years with lessee option of an additional thirty (30) years, commencing at 12:01 o'clock a.m., on the _____ day of _____, _____ and ending the _____ day of _____, _____ at 12:00 midnight unless otherwise extended by the parties in writing.
3. It is mutually agreed and understood that the Lessee has entered into a certain proposal for the construction of a hangar upon the above-described premises upon which construction will begin when and if the detailed engineering plan submitted to the City Building Inspector is approved. A building permit must be obtained. In this respect, it is understood and agreed by and between the parties that in the event that the City Building Inspector does not approve the detailed engineering plans, then this agreement shall be null and void. See Exhibit A attached hereto and made a part thereof.

It is further agreed and understood by the parties that the Lessee shall have a period not to exceed one (1) year from the date of signing this lease to complete the construction of said building. Once completed, it is understood that said aircraft hangar is and shall remain the exclusive property of Lessee subject to any chattel mortgages.

4. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises, Lessee will pay as rental for the above described lands to the City during the term hereof, the sum of ten cents per square foot (\$0.10/per square foot), for a total of \$ _____ payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third (3rd) day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. It is further understood and agreed that there shall be a mandatory site lease rent cost review every fifth (5th) year, for the duration of the lease, for possible rent adjustment, up or down, based on inflation factors and airport improvements. Both parties understand that there will be a CPI (Consumer Pricing Index) adjustment every five (5) years.
5. Lessee does covenant and agree as a part of the consideration for this Lease, to keep the aforesaid hangar building in good appearance, safe operational condition and repair during the term hereof. Failure to do so may, at the sole option of the City, be cause for default of this agreement.
6. It is agreed by and between the parties that Lessee may not assign this Lease without written consent of the City. The assignment without the consent of the City shall immediately void this lease in its entirety. Lessee further agrees to pay all Personal Property tax levied against the structure.

7. It is agreed by and between the parties that Lessee shall keep all premises and every part thereof and all buildings and improvements of any kind located thereon free and clear of any and all mechanic's or material man's liens for or arising out of or in connection with work of labor done, services performed, materials or appliances used or furnished for or in connection with any operation of Lessee, and any alterations, improvements, repairs or additions which Lessee may make, permit, cause to be made or any work or construction by or permitted by the Lessee on or about the premises, and any obligations of any kind incurred by the Lessee shall at all times be promptly and fully paid and discharged in accordance with the terms of its financing. Lessee shall indemnify the City for any and all such liens and claims of liens or suits or other proceedings pertaining thereto.
8. It is agreed by and between the parties that Lessee shall not use or permit the premises or any part thereof to be used for any purpose or purposes other than aviation for which the demised premises are hereby leased, and no use shall be made or permitted to be made to the demised premises, nor acts done which will cause a cancellation of any insurance policy covering the buildings located thereon or any part thereof, nor about the demised premises, nor articles which may be prohibited by standard form of fire insurance policies. Lessee shall, at their own expense, comply with all requirements pertaining to the demised premises of any insurance organization or company necessary for the maintenance of insurance that is herein provided covering any building or appurtenances at any time located on the demised premises. Lessee shall receive written approval from Lessor prior to any commercial activity being engaged in which directly or indirectly effects said hangar.
9. It is agreed by and between the parties that Lessee's obligation herein above set forth are hereby considered to be covenants on the part of the Lessee, and Lessee does hereby covenant and agree to perform all the above duties as part of the consideration hereof.
10. It is agreed by and between the parties that the City shall furnish to the Lessee the right to use the taxiway provided by the Airport for ingress and egress from the hangar building to the runway of the Hugh Robinson Memorial Airport, and further to provide Lessee with parking space, for the use of said hangar building. (No inoperable vehicle, or vehicle that is in the process of repair will be allowed parked outside of the hangar for more than 96 hours. All vehicles parked outside of the hangars shall have current license and registration, and no parked vehicle shall be allowed to block the taxiways for other users.)
11. It is agreed by and between the parties that the City shall not be responsible for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whomsoever who may at any time be using or occupying or visiting the demised premises, or be in on or about the same whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of the occupant, visitor or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify the City against all claims, liabilities, loss, or damage whatsoever on account of any such loss, injury, death or damage.
12. Lessee covenants and agrees to pay all utility bills concerning the use of the building located on the above-described real property, including telephone bills, and to save the City harmless from all such expenses.
13. It is agreed and understood that Lessee shall not have the right to place upon the above-described premises any additions, buildings, or facilities without the prior written consent of the City.
14. It is expressly agreed and understood by and between the parties that the balance of the lands of airport facilities of the City of Neosho other than those above described and hereby leased, may be used, occupied, and dealt with by the City as it shall see fit from time to time; and it is expressly agreed that only the land herein above described by metes and bounds are leased hereby and that Lessee shall not have right with regard to the balance of the lands of the Hugh Robinson Memorial Airport except the right to use the taxiway above referred to and the parking space, and the runway in accordance with Federal Aviation Administration Regulations.
15. Lessee does hereby covenant and agree to operate the premises in a good and workmanlike manner and further covenant and agree that they will neither commit waste nor permit waste to be committed upon the land hereby leased and further covenant that they will see to the maintenance and proper usage by themselves and their employees of the facilities hereby leased and the proper use of the Hugh Robinson Memorial Airport by their employees.

16. Lessee agrees that in his/her operation and use of the Hugh Robinson Memorial Airport, s/he will not, on grounds of race, color, religion, physical disability or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Department of Transportation Regulations.
17. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308A of the Federal Aviation Act of 1958.
18. Not less than thirty (30) days prior to construction of hangar an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", must be filed and approved by the Federal Aviation Administration and evidenced by a written "Determination of No Hazard to Air Navigation" report. Lessee agrees to follow all recommendations presented in the airspace study if deemed necessary by the City.
19. This agreement shall extend to bind and inure to the benefit of the parties hereto and to their respective heirs, successors, executors, administrators and assigns.

DEFAULT: In the event of default or an event causing this lease to become null and void the building is to be moved in its entirety within 180 days of the date of such default or event, or if accepted, granted to the City in its entirety at no monetary cost. In the event the building is accepted and granted to the City, the City will provide to the Lessee a donation receipt equal to a fair and just appraised value of said building. In the event of two or three appraised values being obtained, the fair and just amount shall be calculated by averaging the amount of the aggregate appraised values. In no event shall more than three appraised values be obtained.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affix their respective signatures on the date first above written.

By _____
Mayor Or City Manager

"LESSOR"

"LESSEE(S)"

ATTEST: _____
City Clerk

SEAL:

EXHIBIT "A"

The following represents a minimum requirement list of building specifications to be met by any future building prospects. This minimum required list is subject to any additions or deletions and must meet final approval of the City of Neosho Building Inspector.

1. Total concrete floor.
2. All materials used for construction must be new or unused.
3. Colors must be compatible with other buildings at the Airport.
4. Uprights and trusses must be of metal construction.
5. Exterior skin must be matching color, or otherwise acceptable steel metal siding.
6. Minimum building size 60' X 60'.
7. Land lease based on lot size.
8. Roof pitch must be 1/12 - 4/12.
9. Hangar door must be approved by the City.
10. Must connect to City water and sewer if applicable.
11. Building must meet City building codes.
12. Building permit must be obtained before construction begins.

Apply for a Board / Commission

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

Select Desired Board:	Neosho IOOF Cemetery Board
Name	SHEILA KAY PARSONS
City	Neosho
State	MO
Zip Code	64850
Why do you want to serve on this board?	I've spent some time there recently and have become more familiar with the cemetery. Both my parents and my brother are there now. I care about it's upkeep and maintaining the dignity of the cemetery for the families of those buried there.
Have you dealt with this specific Board before?	No, I've worked with Cheyenne at the city when purchasing our lots and Clark Funeral home handed the markers.
Have you attended any Board meetings for this Board?	No I have not.
What would you like to accomplish if you are appointed to this Board?	I think the improvements to the cemetery in recent years have made a huge difference. It feels like it's well maintained and cared for. I'm guessing there is a list of improvements yet to be made and challenges in maintaining it, and if I can help facilitate that and be supportive of these efforts I'd be happy to do so.
Please respond by:	Email

Apply for a Board / Commission

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

Select Desired Board:	Neosho IOOF Cemetery Board
Name	Ben Baker
City	Neosho
State	MO
Zip Code	64850
Why do you want to serve on this board?	My daughter and son in law are buried there. I would like to ensure that the cemetery is well taken care of for this reason.
Have you dealt with this specific Board before?	No
Have you attended any Board meetings for this Board?	No
What would you like to accomplish if you are appointed to this Board?	To help make sure that the cemetery never falls in disrepair.
Please respond by:	Text

Apply for a Board / Commission

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

Select Desired Board:	Neosho IOOF Cemetery Board
Name	Daxton Holcomb
City	Neosho
State	Missouri
Zip Code	64850
Why do you want to serve on this board?	This cemetery has served our community for multiple generations, dating back to the pre civil war era. It continues to serve our citizens today. The living have an opportunity to plan eternal rest with Neosho citizens who lived and served our community before them. Finally, I would be proud to serve for an organization that respects our heritage and those who served before us.
Have you dealt with this specific Board before?	No
Have you attended any Board meetings for this Board?	No
What would you like to accomplish if you are appointed to this Board?	Maintain the integrity and appearance of the cemetery to continually honor our dead.
Please respond by:	Email

Apply for a Board / Commission

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

Select Desired Board:	Neosho IOOF Cemetery Board
Name	Jimmy Sexton
City	Neosho
State	MO
Zip Code	64850
Why do you want to serve on this board?	I have a lot of family at this cemetery going back several generations, and I want to volunteer my time and services in any way possible to continue the growth and maintenance of the cemetery.
Have you dealt with this specific Board before?	No
Have you attended any Board meetings for this Board?	No
What would you like to accomplish if you are appointed to this Board?	I would like to help work through any problems that might exist now or in the future, find ways to generate income that can be used for maintenance of the grounds, signage and/or markers/gravestones for those who have no family that can help with those repairs.
Please respond by:	Email



1:500

Neosho Streets

- ☐ <all other values>
- ☐ INTERSTATE
- ☐ U.S. HIGHWAY
- ☐ STATE HIGHWAY
- ☐ ALLEY
- ☐ CITY STREET

- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel

Owner Name



Bringing Advanced Technologies to the Security World

April 9th, 2025

Adam Worster
City of Neosho
203 E. Main Street
Neosho, MO 54850

Phone: 417-451-8083
Email: aworster@neoshomo.gov

**REFERENCE: MVB3X Modular Vehicle Barrier System - 60-Unit Trailer Package
System Number: AST3X-60/60-320206-40**

Mr. Worster,

Thank you very much for your interest in our SAFETY Act-designated MVB3X Modular Vehicle Barrier System. We are pleased to provide the specifications and pricing information related to the trailer system below. We sincerely appreciate your agency's positive interest in utilizing our certified system in protecting your events.



A. Mandatory Performance Based Specifications:

1. Must be US Department of Homeland Security Safety Act Designated.
2. Barrier System must be certified to ASTM-F2656-15, PAS 68 and IWA standards.
3. Barrier System must be modular and adaptable to any road width.
4. Multiple traffic lanes of continuous coverage must be able to be assembled without the use of cables or ball/hitch connections. Cables shall not be used in the modular vehicle barrier system.
5. Three points of connection via metal structure and pins are REQUIRED to connect the barriers to each other to ensure continuity in the barrier integrity and stopping capability.
6. The Barriers MUST be Safety Yellow in color for maximum visibility
7. A continuous section of barriers can create an operational gate to meet any road width, which shall be assembled and moved in one continuous line.
8. Gates may not be created with ropes, chains, or arrestor cable.

9. Open and close one lane by a single person in less than ten seconds
10. Multiple connected lanes of barriers can be moved at once.
11. One person to assemble, deploy and dismantle
12. Quick perimeter access in case of an emergency
13. The vehicle barrier must have an open structure design, with no solid metal/bullet resistant piece being more than 18" in width, as to not provide an active shooter cover and concealment.
14. The system must have an open structure design to minimize risk of ricochet or spall to personnel in the vicinity in an active shooter event.
15. Barriers cannot inhibit visibility of personnel to see adults and children who may be on either side of the barriers, therefore no barrier component may be 4 square ft.
16. Individual barrier units must fold for easy carrying and storage
17. No tools required for assembly
18. Zero maintenance

B. Modular Vehicle Barrier Product Specifications:

1. Barrier Units must be able to be deployed in increments of 2 feet or less to ensure it will fit any size roadway.
2. Each complete MVB3X unit must weigh less than 53 lbs.
3. Each unit dimensions: L~46.5", W~21", H~32".
4. Tools shall not be required. System is to be assembled with pins.
5. Barriers must have the ability to be folded for transportation.
6. MVB3X units must have the option to pivot and transition into an operational gate.
7. MVB3X units must have the option of slide wheels for lateral movement.
8. Barriers must be capable of quick deployment (less than a minute to deploy a single unit).
9. Barriers must be able to be deployed by one person.
10. Bottom edges of the barriers must be protected by aluminum covers (for pedestrian safety).
11. Barrier System shall have the ability to be deployed from the road and up to sidewalk in one continuous line.
12. MVB3X units shall have multi-terrain capability.
13. MVB3X units shall not require any maintenance.
14. Magnetic sequential lights shall attach to MVB3X units.

C. MVB3X 60-Unit Transport Trailer Specifications:

1. Trailer must be enclosed and MUST have a hardcover roof for long-term protection.
2. Trailer to include drip rails. The Trailer shall be made in the United States and comply with U.S. DOT regulations.
3. The Trailer must be New/Unused.
4. Trailer can hold up to 60 MVB3X units + Pivots.
5. Trailer must have storage and transport capacity of up to (8) lanes of barriers.

6. 60-unit Trailer will have 5 doors on each side
7. 60 Unit Trailer shall not be longer than 16 feet.
8. Trailer shall be 101.5" wide.
9. 60 Unit Trailer shall be tandem axle.
10. 14,000 lb. hauling capacity.
11. Electric brakes.
12. LED lighting.
13. 15,000-pound safety chain.
14. Trailer will come equipped with a 2 5/16" hitch.
15. Spare wheel + Tire ST225/75/R12 (6 Lug).
16. All containment steel shall be powder coated.
17. MVB3X barriers can be loaded/stored from both sides.
18. Each MVB3X unit has its own dedicated slot for safe transport.
19. Each MVB3X is locked in place for transport with secondary retainment system.
20. Unit shall have Stainless Steel latches & hinges.
21. Zinc coated steel rivets, nuts & bolts.
22. Dedicated space for pivot units.
23. Each door has locks for safe storage. All keyed alike.
24. Single storage compartment shall be provided on the trailer. Each compartment shall be 24" tall x 35" deep x 96" wide. Compartment shall have dedicated slots for the pivot units.
25. Trailer shall be black in color.

D. Sequential Lighting Specifications

1. 24+ hours of continuous flash.
2. Charge all flares at once.
3. Visible range of 3,000+ feet
4. 6-hour recharge time from completely dead battery.
5. RDS™ (Rapid Deployment System): Automatically turns on flare when removed from case.
6. 30,000 lbs. crush strength.
7. Flare specification: Weight = .5 lbs.
Dimensions: L = 4.25 in, W = 3.5 in, H = 1 in.
8. 10 Set specification: Weight with flares = 7 lbs.
Dimensions: L = 11.7 in, W = 9.2 in, H = 1.2 in
Includes: Carrying/Charging case, DC 12/24V car charger plug, AC wall charger plug

E. Pricing Information.

60-Unit MVB3X Trailer Package

System Number	Description	Unit Price	Quantity	Extended
AST3X-60/60-320206-40	60 MVB3X Capacity Fully Loaded Trailer System	\$160,388	3	\$481,161
Freight	F.O.B. Destination	Included	1	Included
AST Services	On-site Equipment Training (Fee Waived)	Included	1	Included
			Total	\$481,164

Individual Trailer System Inventory – Full 60 Unit Trailer

Description	Quantity	Description	Quantity
Trailer with capacity for 60 MVB3X Units and accessories	1	Magnetic Sequential Lighting (10 pack)	4
MVB3X Units	60	Fixed Slide Wheels	2
Pivot Units	32	Rotating Slide Wheels	6
Large Storage Shipping Box	4	Banner - Single Lane	0



60-Unit MVB3X Capacity Trailer with five compartments per side

F. Notes:

1. Pivot units are only required for the purpose of using a section of MVB3X Units as an operational gate. MVB3X Sections not designated as operational gates do not require the use of pivot units.
2. The number of MVB3X Barriers, pivots, magnetic sequential lighting, banners and slide wheels can be modified based upon your specific operational or budgetary requirements.

3. Slide wheels are used for the purposes of moving assembled sections of MVB3X laterally throughout an area of operation without requiring the end user to disassemble and reassemble the section.

G. Terms & Conditions:

1. F.O.B – Destination. Shipping has been included in the above price.
2. Taxes are not included. Any necessary taxes will be added to the invoice.
3. Delivery: 8-12 weeks ARO. Expedited delivery available at additional cost.
4. Payment terms – TBD
5. Prices are valid for 90 days.
6. Purchase of equipment is subject to Advanced Security Technologies LLC standard terms and conditions.

Please feel free to contact me should you require any additional information.

Sincerely,

A handwritten signature in black ink that reads 'Michael DonDiego'.

Michael DonDiego
Director of Business Development
Advanced Security Technologies LLC
Mobile: (732) 675-9000 | mdondiego@adsectec.com



Bringing Advanced Technologies to the Security World

Modular Vehicle Barrier 3X System – Purchasing Vehicles

The MVB3X Modular Vehicle Barrier System can be purchased via the following purchasing vehicles:

1. Sole Source
2. An MVB3X System can be purchased through a national buying cooperative called **PEPPM, it is for universities and municipalities**. AST Contract #535122-118. If you are not familiar, more information can be found via the following link: <https://www.peppm.org/>

You can also reach out to:

Carol S. Styers

PEPPM Program

Cooperative Purchasing Order Specialist

Phone: 570-523-1155 x 2161

Email: cstyers@peppm.org

PEPPM Order Email Address: orders@peppm.org

3. The MVB3X System can be purchased through a national buying cooperative created by the **North Carolina Sheriff's Association**. AST's Bid #25-02-0521. More information can be found [here](#) or by contacting Anna Martin at 919-459-1072 amartin@ncsheriffs.net
4. An MVB3X System can be purchased through a national buying cooperative created by the **Virginia Sheriff's Association**. AST's Bid #25-01-0524. More information can be found [here](#) or by contacting Anna Martin at 919-459-1072 amartin@virginiasheriffs.org
5. Sourcewell – We will need to work with the territory manager to provide you with a quote.

