

NOTICE OF OPEN MEETING

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

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, November 4, 2025 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. October 21, 2025 Open Session Council Minutes
2. October 23, 2025 Special Session Council Minutes
3. Bill No. 2025-77: Relocation of Liberty Utility Power Poles at Recycle Center_Easement
4. Bill No. 2025-80: Amending City Code-Franchise Tax/Gross Receipts
5. Bill No. 2025-83: Agreement for Big Spring Park Master Plan
6. Amendment to Contract with Liberty Utilities

VISITOR'S BUSINESS

1. Christmas Parade - Chamber of Commerce

BIDS

1. Fire Department ATV Sale Bids
2. Scenic Park New Pavilion & Restroom

NEW BUSINESS

1. Bill No. 2025-84: Agreement with Allgeier Martin and Associates for 59 Hwy Improvements
2. Bill No. 2025-85: Amendment to the MoDOT NPE Grant for Neosho Airport T-Hangers
3. Bill No. 2025-86: MoDOT IIJA Grant for T-Hanger Project at Neosho Airport
4. Bill No. 2025-87: Ordinance ratifying Resolution No. 2025-41
5. Resolution Bill No. 2025-38: MOU with Area Agency on Aging for Senior Center Support
6. Resolution Bill No. 2025-39: MOU with Neosho FD and Camp Crowder
7. Resolution Bill No. 2025-41: Surplus PD Vehicles
8. Request for Water Connection to City Services 1353 Neosho Drive
9. Chapter 100 Bond Discussion

November 4, 2025 City Council Meeting

REPORT OF CITY OFFICERS

1. Update on Surplus Auction
2. Update on Halloween Bash
3. Police Department Budget Update
4. Department Uniforms
5. Veteran's Day

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
October 21, 2025 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Richmond Adams opened with prayer and Mayor 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 Cobb made a motion to approve the agenda; 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.

CONSENT AGENDA

Councilman Cobb made a motion to approve the consent agenda; Councilwoman Robinson seconded.

October 7, 2025 Council Minutes

Bill No. 2025-72

Bill No. 2025-73

Bill No. 2025-74

Bill No. 2025-75

Bill No. 2025-76

OCTOBER 21, 2025 COUNCIL MINUTES

Bill No. 2025-78
Bill No. 2025-79
Bill No. 2025-81
Bill No. 2025-82
Amendments to the Liberty Utility Contract

Roll call vote:

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

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

Golf Course Logo

Lexi Laney and Ben Costain presented the new golf course logo. Spring Valley Golf Club

PROCLAMATION

Proclamation for Julie Kruse

Proclamation read in its entirety by City Clerk Wright for Julie Kruse. The proclamation was presented to Julie Kruse by Mayor Davidson and City Manager Kennedy.

Proclamation for Nate Siler

Proclamation read in its entirety by City Clerk Wright for Nate Siler. The proclamation was presented to Nate Siler by Mayor Davidson and City Manager Kennedy.

BIDS

Morse Park Walking Trail Lighting

Parks and Recreation Director Balls addressed the city council stating that this agenda item is to seek council approval to accept the bid for installation of new LED electrical lighting along the paved walking trail in Morse Park, replacing the existing solar lights to improve visibility, and overall safety for trail users. Staff would like to begin a four-year plan to replace the existing solar lighting along the paved walking trail with new electric LED lighting. The project will be completed in sections each year to improve reliability, visibility, and safety. Beginning with the first section from North College Street to Wood Street with 16 new posts and 16 new LED electrical lights. The budget for the first section, fiscal year 2026, is \$24,704.00.

Bids Received

1. Henson Electric; Total — \$24,600.00
2. Southwest Missouri Electric: Total — \$50,000.00

OCTOBER 21, 2025 COUNCIL MINUTES

Councilwoman Thomas made a motion to approve the bid from Henson Electric \$24,600.00; 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.

Gift & Wick's Field Lighting

Parks and Recreation Director Balls addressed the city council stating that this agenda item is to seek council approval to accept the bid for the installation of new LED stadium lights at Gift Field and Wick's Field, in Morse Park. This project is part of a five-year improvement plan that began in fiscal year 2024, which we will complete in three years, and now all ball fields will have new LED lights. We sent out bid packets to contractors and received three bids back for new LED stadium lights to be installed on Gift field and Wick's field, and now all five ball fields will have new LED lights at Morse Park. The budget for this project for fiscal year 2026 is \$30,000.

Bids Received:

1. Southwest Missouri Electric for the amount of \$26,137.50
2. Henson Electric for the amount of \$27,291.
3. IKIO LED Lights LLC for the amount of \$59,471.71

Councilman Collinsworth made a motion to approve the bid from SWMO Electric in the amount of \$26,137.50; 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.

NEW BUSINESS

Bill No. 2025-77: Relocation of Liberty Utility Power Poles at Recycle Center_Easement

AN ORDINANCE of the City of Neosho authorizing a permanent easement agreement by and between the City of Neosho and The Empire District Electric Company to convey and transfer a permanent easement and right-of-way for the construction, installation and maintenance of lines for transmission and distribution of electrical energy and communications; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2025-77 in title only.

City Attorney Snyder stated that this bill is not under emergency measure. This was a scrivener error.

OCTOBER 21, 2025 COUNCIL MINUTES

Councilwoman Robinson made a motion to approve and discuss Bill No. 2025-77; Councilman Workman seconded.

Public Works Director Siler addressed the city council stating that this agenda item is to seek council approval for the relocation of power poles at the Recycle Center. Liberty Utilities requests to move the power poles at the Recycle Center to provide more efficient and reliable power to this city facility. This relocation will include a new easement for the new pole locations.

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. 2025-80: Amending City Code-Franchise Tax/Gross Receipts

AN ORDINANCE of the City of Neosho amending Title VI Business and Occupation by repealing and replacing Chapter 640 License Tax on Utilities, to include all utilities, communication and video service providers and to codify the license tax fees for utility and video service providers for the City of Neosho.

City Attorney Snyder read Bill No. 2025-80 in title only.

Councilwoman Robinson made a motion to approve and discuss Bill No. 2025-80; Councilwoman Humphrey seconded.

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval to amend Section 640 License Tax on Utilities in order to include all utilities and to include video service providers. Within our code under Title VI Business and Occupation, the city has Chapter 640 License Tax on Utilities. Under this Chapter Article I is specific to Light and Power Companies and Article II is specific to Telephone Companies. For Natural Gas providers the franchise tax was approved by ordinance. This bill consolidates electric and natural gas under Article I and adds Video Service providers within the definition of public utilities.

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. 2025-83: Agreement for Big Spring Park Master Plan

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement with Sapp Design Associates Architects, Inc., a Missouri corporation, for the purpose of providing architectural planning and design services for the Big Spring Park Master Plan; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

OCTOBER 21, 2025 COUNCIL MINUTES

City Attorney Snyder read Bill No. 2025-83 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2025-83; Councilwoman Humphrey seconded.

Parks and Recreation Director Balls addressed the city council stating that the this agenda item is to seek council approval to enter into a contract with SAPP Design Associates Architects, Inc. for architectural planning and design services related to the Big Spring Park Master plan, which will guide future development and improvements at the park. Big Spring Park is one of the city's most utilized and historic parks. The development of a master plan will help guide future improvements, recreational opportunities, and infrastructure upgrades. Architectural planning and design services will provide a detailed layout and long-term vision for the park, ensuring that future projects are well-coordinated and meeting the needs of the community. This is a budgeted item of \$100,000. SAPP Design Associates Architects, Inc. has proposed a fee of \$47,800. This provides professional planning of the Big Spring Park Master Plan and associated design documentation.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-36: Agreement with Henson Electric for Morse Park Walking Trail Lighting

A RESOLUTION of the City of Neosho, Missouri, approving an agreement with Toby Henson, d/b/a Henson Electric, for the purpose of providing electric lighting services related to installation of trail lights at Morse Park for the not to exceed price of Twenty Four Thousand Six Hundred and 00/100 Dollars (\$24,600.00), and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Resolution Bill No. 2025-36 in title only.

Councilwoman Robinson made a motion to approve and discuss Resolution Bill No. 2025-36; Mayor Davidson seconded.

Parks and Recreation Director Balls addressed the city council stating that this agenda item is to seek council approval to enter into a contract agreement with Henson Electric for the installation of new LED walking trail lights along the paved trail. Replacing the existing solar lighting. The bid with Henson Electric was approved by the city council to install the first section of LED walking trail lights, from North College Street to Wood Street, 16 in total. The bid amount was \$24,600.

Roll call vote:

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

No: None

Abstain: None

Passed.

OCTOBER 21, 2025 COUNCIL MINUTES

Resolution Bill No. 2025-37: Agreement with SWMO Electric for Gift and Wick Ball Field Lighting

A RESOLUTION of the City of Neosho, Missouri, approving an agreement with SWMO Electric, LLC, a Missouri Limited Liability Company, for the purpose of providing electric lighting services related to replacement and installation of stadium lights for Gift Field and Wick's Field in Morse Park for the not to exceed price of Twenty Six Thousand One Hundred Thirty-Seven and 50/100 Dollars (\$26, 137.50), and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Resolution Bill No. 2025-37 in title only.

Councilwoman Robinson made a motion to approve and discuss Resolution Bill No. 2025-37; Councilman Workman seconded.

Parks and Recreation Director Balls addressed the city council stating that this agenda item is to seek council approval to enter into a contract agreement with Southwest Missouri Electric for the installation of new LED stadium lights for Gift Field & Wick's Field. Replacing the old ballast lighting. The city council previously approved the bid for this project. This request is to enter into a contract agreement with Southwest Missouri Electric for the installation of new LED Stadium lights on Gift Field & Wick's Field for the amount of \$26,137.50.

Roll call vote:

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

No: None

Abstain: None

Passed.

APPOINTMENTS AND VACANCIES

Airport Industrial Development Board

1. Rick Sweet Request for Reappointment

Mayor Davidson made a motion to reappoint Rick Sweet; 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

September Financial Report

Finance Director Forest updated the Council on the September financials.

OCTOBER 21, 2025 COUNCIL MINUTES

Halloween Bash

Seargent Kuhlman updated the Council on the upcoming Halloween Bash on October 25, 2025 from 4 to 7 p.m.

Big Spring Park Dead Tree

Parks and Recreation Director Balls informed the council about a dead tree in Big Spring Park that will need to be removed. However, this is also the tree that the ducks use for housing, so staff plan to cut the tree and leave part of it, and put a roof on it for the ducks to still have a home.

Introduction of New Police Chief

City Manager Kennedy addressed the council and introduced the new Police Chief, Peter Russell. Police Chief Russell addressed the council.

Projects in the Industrial Park, Williams Drive and Shaw Ave

City Manager Kennedy addressed the council updating them on some expansion in the Industrial Park area.

Malcom Mosby Drive

City Manager Kennedy addressed the city council regarding the Malcolm Mosby easement. He was approached by two business owners regarding this road easement. If they were to donate the land between 2nd and Howard bush for the extension of this road would the city be interested in expanding the road in this area.

By a consensus of council to move forward with this request.

Date for Work Session with Council

City Manager Kennedy addressed the city council requesting a work session for upcoming large projects.

City Clerk Wright was requested to set up a work session with the council.

ADJOURN

There being no further business to come before the city council,

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

MINUTES
NEOSHO CITY COUNCIL
October 23, 2025 - 2:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

Mayor Davidson called the meeting to order at 2 p.m.

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey and Tom Workman

COUNCIL ABSENT:

Ashton Robinson and Angela Thomas were absent.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

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

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

AAA Funding Source Due to Federal Government Shutdown

City Manager Kennedy addressed the council stating that the purpose of this meeting is to inform the council of the issues sustained due to the federal government shutdown and funding for the Senior Center. The Senior Center is run by the Area Agency on Aging (AAA), and, due to the shutdown, the funding is being cut off on October 27th. This will shut down the Senior Center, which will cause there to not be any hot meals coming out of the Senior Center.

Jennifer Shotwell from AAA, addressed the council requesting the city to help them continue running until the government reopens. This would be a cost of \$3,770.00 a week to keep the facility open, partial kitchen staff and continue to offer hot lunches at the Senior Center. We serve anywhere from fifty-five to seventy meals a day. Once the federal shutdown ends, then AAA would reimburse the city for this cost from the government.

Discussion followed between the city council and Jennifer Shotwell.

OCTOBER 23, 2025 SPECIAL SESSION MINUTES

Councilman Collinsworth made a motion to approve the city to fund the running of the senior center up to \$16,000.00 between now and until November 21st; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

An official agreement will be taken to the November 4, 2025 Council Meeting.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the October 23, 2025 Special Session at 2:30 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: October 21, 2025

ITEM: Bill No. 2025-77: Relocation of Liberty Utility Power Poles at Recycle Center_Easement

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2025-77 Liberty Utility Easement for Relocation of Poles at Rec. Center
 2. Affidavit of Signing Authority
 3. City of Neosho Easement.pdf NEEDS SIGNED
 4. REAL_349_5210_DEED
-

PURPOSE:

To seek council's approval of the relocation of power poles at the Recycle Center.

BACKGROUND:

Liberty Utilities requests to move the power poles at the Recycle Center to provide more efficient and reliable power to this city facility. This relocation will include a new easement for the new pole locations.

RECOMMENDATION:

Request council's approval of Bill No. 2025-84 and authorize the mayor to sign upon final reading.

AN ORDINANCE of the City of Neosho authorizing a permanent easement agreement by and between the City of Neosho and The Empire District Electric Company to convey and transfer a permanent easement and right-of-way for the construction, installation and maintenance of lines for transmission and distribution of electrical energy and communications; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho, Missouri, has undertaken a construction project for the City of Neosho Recycle Center that requires relocation of electric transmission and distribution lines belonging to The Empire District Electric Company; and

WHEREAS, The Empire District Electric Company has agreed to relocate existing electric transmission and distribution lines to a new permanent easement; and

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

Section 1. The City of Neosho, Missouri, hereby approves the permanent easement and right-of-way to The Empire District Electric Company, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute Easement and all necessary documents to effectuate the same by and on behalf of the City of Neosho.

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

AFFIDAVIT OF SIGNING AUTHORITY

I, _____, do hereby state that I have authority by
The City of Neosho, MO to sign this conveyance of property.

Signature

Print name and title

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is _____ of The City of Neosho, MO, with authority to bind entity and that the foregoing instrument was signed and sealed on behalf of said entity, and that he/she acknowledged said instrument to the free act and deed of said entity and that it was executed for the consideration therein and no other.

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

Notary Public

My Commission Expires:

Company File Number _____

Title of Document: **Easement**
Date of Document: _____
Grantor(s): **City of Neosho, Missouri**

Grantee: The Empire District Electric Company
602 S. Joplin Ave. Joplin, MO 64801

County: Newton

Property Description: **See Exhibit "A"**

Section 15 Township 24 Range 32 County Newton State Missouri
SA _____ WBS _____ Work Order _____
Service Notification 590000063328 Check No _____
Job Name/Location EXT-COM CITY OF NEOSHO 4700 HOWARD BUSH
Owner Name/Address City of Neosho 203 E. Main, Neosho, MO 64850
Company Name/Agent Liberty/Bill Corlett

MM

Accepted By: _____

Nathan Thomas, Land Administration

EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged,

City of Neosho, Missouri

hereinafter **Grantor(s)** hereby grant, bargain and sell unto **The Empire District Electric Company, Grantee**, hereinafter referred to as the Company, its successors, assigns, lessees, licensees and agents, a permanent easement and right-of-way to construct, repair, replace, inspect, relocate, modify, operate and maintain lines for the transmission and distribution of electrical energy and communications, including but not limited to fiber optic communications, telecommunications, data storage and retrieval, and other means of communications, including the necessary poles, crossarms, wires, guy wires, anchors, markers, aerial cables, underground cables, conduits, vaults, equipment foundations, pad mount transformers, fiber optic lines, communications systems, and all appurtenances thereto as may in the opinion of the Company be required from time to time, on, over, under or across the land located within the easement described on **Exhibit A** attached hereto located in Newton County in the State of Missouri.

That part of the Grantor's Property lying within 15 feet on both sides of the centerline of the location where the lines are initially installed and constructed, and within 15 feet in all directions of anchors, guy wires, and other facilities as initially built. The location of this easement shall be fixed to the degree occupied by the initial structure(s) upon completion of such structure(s) ("the easement").

The Company assumes the responsibility for the proper installation of the Company's lines and agrees to save the undersigned harmless from any and all damage caused to the undersigned's property due to the negligence of the Company, its agents and employees.

The Company is granted the right to use the easement for its own internal uses and commercial purposes. The Company is further granted the right and permission at any time to: (1) clear, remove and keep the above described easement cleared of trees, limbs, roots, signs, buildings, structures, and other obstructions which in the opinion of the Company might damage, endanger, or interfere with the operation, maintenance, or safety of the lines; and (2) the right of ingress and egress across Grantor(s) Property to access the easement from nearby public streets; and (3) the right to use any existing means and technologies, and any new means or technologies that may be developed in the future, to accomplish the purposes of this easement.

The Company agrees that the undersigned shall otherwise have full and free use of the easement for farming, grazing and other purposes, subject to the rights herein granted to the Company; provided that no operation or construction shall be performed or permitted by the undersigned on the easement herein granted which might in the opinion of the Company damage, endanger or interfere with the operation, maintenance or safety of the lines or systems.

The undersigned Grantor(s), for themselves, their heirs, successors and assigns, warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive the payment thereof; and covenant that The Empire District Electric Company, its successors and assigns, may quietly enjoy the premises for the uses herein stated; that they waive their right to request vacation of this easement; and that they will not create or permit any obstruction which may endanger or interfere with the construction, operation, and maintenance of the lines or systems.

Grantor(s)

Signature

Signature

Printed Name/Title

Printed Name

State of _____) SS **NOTARY CERTIFICATE** (affix notary seal in space below)
County of _____)

On this ____ day of _____, 20____, before me
Personally appeared _____

to me known to be the person(s) described in and who executed the
foregoing instrument, and acknowledged that he/she executed the
same as his/her free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: _____

Notary Public Printed Name: _____

State of _____) SS **NOTARY CERTIFICATE** (affix notary seal in space below)
County of _____)

On this ____ day of _____, 20____, before me
Personally appeared _____

to me known to be the person(s) described in and who executed the
foregoing instrument, and acknowledged that he/she executed the
same as his/her free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: _____

Notary Public Printed Name: _____

EXHIBIT A

DESCRIPTION OF GRANTOR(S) PROPERTY:

Part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 15 and part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 16, Twp. 24N, Rge. 32W, Newton County, Missouri, described as:

Commencing at the NE corner of said Sec. 16, the point of beg.; thence N 87°13'44" West along the north line of said Sec. 16 a distance 397.38 feet; thence South a distance of 926.84 feet to an iron pin; thence East a distance of 368.20 feet to the West right-of-way line of Howard Bush Drive (Daniel Boone Drive); thence Northeasterly along Howard Bush Drive a distance of 987 feet more or less to the north line of said Sec. 15; thence N 87°13'44" West a distance of 395.50 feet to the point of beg.; less that part lying within the right-of-way of Radio Road on the north, cont. 12.39 acres more or less.

349-5210

1-2

RECEIVER'S DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Circuit Court of Newton County, Missouri, Division I, by its Order in Case Number CV382-38CC, did authorize the transfer of certain real estate, more specifically described in Exhibit "A", attached hereto and made a part hereof by reference, to the City of Neosho, Missouri, in satisfaction of all claims the City of Neosho, Missouri, might have against the Water and Wastewater Technical School, Inc.; and

WHEREAS, said Order directed C. R. Rhoades, Receiver of the Water and Wastewater Technical School, Inc., to transfer the real estate described in Exhibit "A" to the City of Neosho, Missouri, by his Receiver's Deed; and

WHEREAS, the Court further ordered that there be attached to said Receiver's Deed a certain Agreement between the City of Neosho, Missouri, and the Water and Wastewater Technical School, Inc., Receivership, and that a copy of said Agreement is marked Exhibit "B" and attached hereto by reference.

NOW THEREFORE, in obedience to the orders of said court, and in consideration of the obligations of the City of Neosho, Missouri, as set forth in the Agreement marked Exhibit "B", as well as in receipt and satisfaction of all claims of the City of Neosho, Missouri, against the Receivership of the Water and Wastewater Technical School, Inc., I, C. R. Rhoades, Receiver of the Water and Wastewater Technical School, Inc., do hereby sell and convey unto the City of Neosho, Missouri, its successors and assigns, all of the right, title and interest which the said Water and Wastewater Technical School, Inc., has in and to the real estate described in Exhibit "A", attached hereto and made a part hereof by reference, situated and being in Newton County, Missouri.

TO HAVE AND TO HOLD the real property aforesaid with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or anyway appertaining to the said City of Neosho, Missouri, its successors and assigns, subject to restrictions of record as well as restrictions set forth in Exhibit "B", attached hereto.

IN WITNESS WHEREOF, I, C. R. Rhoades, as Receiver for the Water and Wastewater Technical School, Inc., have hereunto set my hand this 24th day of March, 2000.

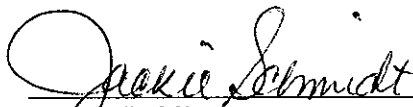


C. R. Rhoades, Receiver for Water and
Wastewater Technical School, Inc.

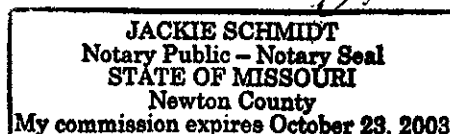
STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

ON THIS 24th day of March, 2000, before me, the undersigned Notary Public in and for said County and State, personally appeared C. R. Rhoades, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he has executed the same as his free act and deed as Receiver of the Water and Wastewater Technical School, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Neosho, Newton County, Missouri, the day and year last above written.


Notary Public

My Commission expires:



349-5210

2-2

Part of the NW1/4 NW1/4 of Sec. 15 and part of the NE1/4 NE1/4 of Sec. 16, Twp. 24N, Rge. 32W, Newton County, Missouri, described as commencing at the NE corner of said Sec. 16, the point of beg.; thence N 87°13'44" West along the north line of said Sec. 16 a dist. 397.38 feet; thence South a distance of 926.84 feet to an iron pin; thence East a dist. of 368.20 feet to the West right-of-way line of Howard Bush Drive (Daniel Boone Drive); thence Northeasterly along Howard Bush Drive a dist. of 987 feet more or less to the north line of said Sec. 15; thence N 87°13'44" West a distance of 395.50 feet to the point of beg.; less that part lying within the right-of-way of Radio Road on the north, cont. 12.39 acres more or less.

EXHIBIT "A"

RECORDED
COMPARED INDEXED

STATE OF MISSOURI }
COUNTY OF NEWTON } SS 005190

IN THE RECORDER'S OFFICE

I, Peggy L. Spicer, Circuit Clerk & Ex-Officio Recorder, within and for the county aforesaid, do certify that the instrument of writing hereto attached, with the certificate thereon was filed for record in my office on the 2nd day of June, 2000 at 11 o'clock and 36 minutes A.M., and that the same is duly recorded in said office, in Book 349 at Page 5210. In Witness Whereof, I have hereunto set my hand and affixed the seal of said office. Done at office in Neosho, Mo., this 5th day of June, 2000.

PEGGY L. SPICER, Circuit Clerk & Ex-Officio Recorder

By Marti Millerin Deputy

HCC2187 - HHS & ASSOC. PUBLISHING - 451-2000

\$21.00
Cash

NCA

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Bill No. 2025-80: Amending City Code-Franchise Tax/Gross Receipts

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No 2025-80 Ordinance to amend Ch 640 franchise fee for Utility and Video Service Provider-Revised
 2. Redline -Chapter 640 License Tax on Electric Power Companies - Telephone Companies' License Tax - Adjustments in Rates
 3. Revised -Chapter 640 License Tax on Electric Power Companies - Telephone Companies' License Tax - Adjustments in Rates
-

PURPOSE:

To amend Section 640 License Tax on Utilities in order to include all utilities and the addition of video service providers.

BACKGROUND:

Within our code under Title VI Business and Occupation, the city has a Chapter 640 License Tax on Utilities. Under this Chapter Article I is specific to Light and Power Companies and Article II is specific to Telephone Companies and Article III was an Adjustment in Rates. For Natural Gas providers the franchise tax was approved by ordinance. This bill consolidates into one ordinance all public utilities to include electric, natural gas, water, wastewater, telecommunications and video service providers under Chapter 640.

The ordinance has been simplified by combining Article II and Article III as part of the consolidation.

RECOMMENDATION:

Staff recommends Council approve the proposed changes of Chapter 640.

AN ORDINANCE of the City of Neosho amending Title VI Business and Occupation by repealing and replacing Chapter 640 License Tax on Utilities, to include all utilities, communication and video service providers and to codify the license tax fees for utility and video service providers for the City of Neosho.

WHEREAS, the existing license fees for public utilities, telephone and video service providers and have been authorized by ordinances approved and adopted by the City Council; and

WHEREAS, the City Council has determined that such license fees should be codified and include all companies providing public utilities to include video service providers.

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

Section 1. That Chapter 640 License Tax on Utilities be repealed and replaced with the following Chapter 640 License Tax on Utilities to read as follows:

“Chapter 640 License Tax on Utilities, Communication and Video Service Providers”

“Article I Public Utilities, Communication and Video Service”

“Section 640.010 Public Utility, Communication and Video Service Provider Defined.”

“A. Public Utility shall mean and include every corporation, company, association, firm and individual which is an electrical, natural gas, water and/or wastewater corporation owning and operating an electric plant, natural gas plant or distribution, water and/or wastewater treatment and distribution as a public utility within the meaning of and as defined in the Missouri Public Service Commission law (Chapters 386 and 393, Revised Statutes of Missouri) and all rural electric cooperatives organized or operated under Chapter 394, Revised Statutes of Missouri.

B. Communication Service Provider shall mean and include every corporation, company, association, firm and individual providing telephone or communication services.

C. Video Service Provider shall mean and include every corporation, company, association, firm and individual cable, satellite and Internet providers within the limits of the City of Neosho.”

“Section 640.020 Levied.”

“Every light and power company (electric), gas company, water and/or wastewater company, communication (telephone) and video service providers their successors and assigns, generating, manufacturing, selling, distributing, transmitting, supplying, and furnishing electricity, electric power, electric energy, and electric service, natural gas, water, wastewater treatment, telephone, and video service (license) in the City or by use of said distribution system within the City shall, for the privilege of doing business and engaging in said occupation therein, pay to the City a license and occupation tax.”

“Section 640.030 Tax Additional”

“The license and occupation tax herein provided shall be in addition to all other taxes, payments or fees now or hereafter required by law or ordinance.”

“Section 640.040 Amount”.

“The license and occupation tax herein provided shall be of the gross receipts of any light and power company, natural gas company, water and/or wastewater company, telephone communication company or video service provider company providing service in the City of Neosho.

1. Telephone (Communication)	5% of gross receipts
2. Gas	5% of gross receipts
3. Electric	5% of gross receipts
4. Video Service Providers	
Beginning August 28, 2025	3.5% of gross receipts
Beginning August 28, 2026	3% of gross receipts
Beginning August 28, 2027 and continuing after	2.5% of gross receipts”

“Section 640.050 What Constitutes Gross Receipts”

“A. The term "gross receipts" when used in this Article shall mean:

1. Except as otherwise provided in Subsection (B) hereof, all monies collected and received by licensee from the manufacture, distribution, and sale of electric power, natural gas company, water and/or wastewater company, telephone communication company or video service provider company and energy to all of licensee's customers within the present and future boundaries of the City for residential, commercial, and industrial service, before any deductions are made therefrom by the licensee for any expenses, costs, or charges of any kind.
2. All monies collected and received by licensee from the sale or lease of goods and products to all of licensee's customers within the present and future boundaries of the City, before any deductions are made therefrom by the licensee for any expenses, costs or charges of any kind.

B. Gross receipts shall not include:

1. Late charges and interest collected and received by licensee.
2. All monies collected and received by licensee from the following customers of licensee: schools, churches and church schools.

C. All telephone communication companies and video service provider companies shall file with the City Clerk on or before the fifteenth (15th) day of March of each calendar year a sworn statement of gross receipts derived by such person from the furnishing of telephone, communication and video exchange service in the City during the preceding calendar year. At the time of filing any such statement, the person involved shall pay to the City Collector the required percentage of such gross receipts. Gross receipts derived from the furnishing of such service to the City or any other municipal or governmental unit located in the City shall not be included in the foregoing

statement, nor shall any tax be due on such gross receipts. The telephone communication or video service provider company shall have the privilege of crediting such sums as may be due under this Article with any unpaid balance due such company for service rendered or facilities furnished to the City.”

“Section 640.060 Payment of Tax”

“The licensee shall pay the tax herein provided monthly, said tax to be computed upon the basis of gross receipts collected and received by licensee which are subject to said tax from the first day through the last day of each month during which licensee is doing business and engaged in said occupation, beginning on November 6, 1985.”

“Section 640.070 Reports”

“Except as required under Section 640.050(C) the exact date after the end of each quarter on which the licensee shall pay the tax herein provided and the form and contents of reports filed by licensee with the City showing the gross receipts which are subject to said tax and the date on which said reports are due, shall be as mutually agreed upon by the City and the licensee.”

“Section 640.080 To Be In Lieu of Other Taxes”

“The payments required by the provisions of this Article shall be in lieu of all other excises, charges, exactions, rentals, impositions or other license or occupation taxes heretofore imposed upon any person engaged in the business described under this Chapter, but nothing contained in this Article shall be construed to exempt such person from any general or special ad valorem tax imposed upon the public generally by the City.”

“Section 640.090 No Automatic Adjustments”

“Pursuant to Section 393.275 and 67.2689 RSMo., and other applicable authority, the City shall maintain now and hereinafter, unless otherwise provided by law, the tax rates of its license and occupation taxes on the gross receipts of utility corporations, without reduction, notwithstanding any periodic fluctuations in the tariffs or service rates of such utility companies or any notice thereof, including, but not limited to, notice sent under Section 393.275 and 67.2689 RSMo or other applicable authority.”

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

(This space intentionally left blank.)

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney

ARTICLE I

License Tax on Electric Power Companies, Public Utilities, Communications and Video Service

Section 640.010. ~~Light and Power Company Defined.~~ [CC 1979 §15-81; Ord. No. 1242 §4, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

~~The term "light and power company" when used in this Article shall mean and include every corporation, company, association, firm and individual which is an electrical corporation owning and operating an electric plant as a public utility within the meaning of and as defined in the Missouri Public Service Commission law (Chapters 386 and 393, Revised Statutes of Missouri) and all rural electric cooperatives organized or operated under Chapter 394, Revised Statutes of Missouri.~~

A. Public Utility shall mean and include every corporation, company, association, firm and individual which is an electrical, natural gas, water and/or wastewater corporation owning and operating an electric plant, natural gas plant or distribution, water and/or wastewater treatment and distribution as a public utility within the meaning of and as defined in the Missouri Public Service Commission law (Chapters 386 and 393, Revised Statutes of Missouri) and all rural electric cooperatives organized or operated under Chapter 394, Revised Statutes of Missouri.

B. Communication Service Provider shall mean and include every corporation, company, association, firm and individual providing telephone or communication services.

C. Video Service Provider shall mean and include every corporation, company, association, firm and individual cable, satellite and Internet providers within the limits of the City of Neosho

Section 640.020. Levied. [CC 1979 §15-82; Ord. No. 1242 §1, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

Every light and power company (electric), gas company, water and/or wastewater company, communication (telephone) and video service providers; their successors and assigns, generating, manufacturing, selling, distributing, transmitting, supplying, and furnishing electricity, electric power, electric energy, and electric service-, natural gas, water, wastewater treatment, telephone, and video service (license) (license) in the City or by use of said distribution system within the City shall, for the privilege of doing business and engaging in said occupation therein, pay to the City a license and occupation tax.

Section 640.030. Tax Additional. [CC 1979 §15-83; Ord. No. 1242 §7, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

The license and occupation tax herein provided shall be in addition to all other taxes, payments or fees now or hereafter required by law or ordinance.

Section 640.040. Amount. [CC 1979 §15-84; Ord. No. 1242 §2, 11-6-1984; Ord. 87-1 §1, 1-20-87; Ord. No. 48-2014 §1, 12-2-2014]

~~The license and occupation tax herein provided shall be in the amount of five percent (5%) of the gross receipts of any light and power company providing service in the City of Neosho.~~

The license and occupation tax herein provided shall be of the gross receipts of any light and power company, natural gas company, water and/or wastewater company, telephone communication company or video service provider company providing service in the City of Neosho.

<u>1. Telephone (Communication)</u>	<u>5% of gross receipts</u>
<u>2. Gas</u>	<u>5% of gross receipts</u>
<u>3. Electric</u>	<u>5% of gross receipts</u>
<u>4. Video Service Providers</u>	
<u>Beginning August 28, 2025</u>	<u>3.5% of gross receipts</u>
<u>Beginning August 28, 2026</u>	<u>3% of gross receipts</u>
<u>Beginning August 28, 2027 and continuing after</u>	<u>2.5% of gross receipts</u>

Section 640.050. What Constitutes Gross Receipts. [CC 1979 §15-85; Ord. No. 1242 §3, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

A. The term "gross receipts" when used in this Article shall mean:

1. Except as otherwise provided in Subsection (B) hereof, all monies collected and received by licensee from the manufacture, distribution, and sale of electric power, natural gas company, water and/or wastewater company, telephone communication company or video service provider company and energy to all of licensee's customers within the present and future boundaries of the City for residential, commercial, and industrial service, before any deductions are made therefrom by the licensee for any expenses, costs, or charges of any kind.
2. All monies collected and received by licensee from the sale or lease of goods and products to all of licensee's customers within the present and future boundaries of the City, before any deductions are made therefrom by the licensee for any expenses, costs or charges of any kind.

B. Gross receipts shall not include:

1. Late charges and interest collected and received by licensee.
2. All monies collected and received by licensee from the following customers of licensee: schools, churches and church schools.

2.C. All telephone communication companies and video service provider companies shall file with the City Clerk on or before the fifteenth (15th) day of March of each calendar year a sworn statement of gross receipts derived by such person from the furnishing of telephone, communication and video exchange service in the City during the preceding calendar year. At the time of filing any such statement, the person involved shall pay to the City Collector the required percentage of such gross receipts. Gross receipts derived from the furnishing of such service to the City or any other municipal or governmental unit located in the City shall not be included in the foregoing statement, nor shall any tax be due on such gross receipts. The telephone communication or video service provider company shall have the privilege of crediting such sums as may be due under this Article with any unpaid balance due such company for service rendered or facilities furnished to the City.

Section 640.060. Payment of Tax. [CC 1979 §15-86; Ord. No. 1242 §5, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

The licensee shall pay the tax herein provided monthly, said tax to be computed upon the basis of gross receipts collected and received by licensee which are subject to said tax from the first day through the last day of each month during which licensee is doing business and engaged in said occupation, beginning on November 6, 1985.

Section 640.070. Reports. [CC 1979 §15-87; Ord. No. 1242 §6, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

Except as required under Section 640.050(C) The~~the~~ exact date after the end of each quarter on which the licensee shall pay the tax herein provided and the form and contents of reports filed by licensee with the City showing the gross receipts which are subject to said tax and the date on which said reports are due, shall be as mutually agreed upon by the City and the licensee.

ARTICLE II
Telephone Companies' License Tax¹

Section 640.080 To Be In Lieu of Other Taxes

The payments required by the provisions of this Article shall be in lieu of all other excises, charges, exactions, rentals, impositions or other license or occupation taxes heretofore imposed upon any person engaged in the business described under this Chapter, but nothing contained in this Article shall be construed to exempt such person from any general or special ad valorem tax imposed upon the public generally by the City

~~Section 640.080. Levied — Amount. [Code 1962 §15-18; CC 1979 §15-44; Ord. No. 247-2006 §§1 — 2, 4-18-2006]~~

~~Every person engaged in the business of furnishing exchange telephone service in the City shall pay to the City, as an annual license tax, an amount equal to five percent (5%) of the gross receipts derived from the furnishing of such service within the City, as set forth by this Article.~~

Section 640.090 No Automatic Adjustments

“Pursuant to Section 393.275 and 67.2689 RSMo., and other applicable authority, the City shall maintain now and hereinafter, unless otherwise provided by law, the tax rates of its license and occupation taxes on the gross receipts of utility corporations, without reduction, notwithstanding any periodic fluctuations in the tariffs or service rates of such utility companies or any notice thereof, including, but not limited to, notice sent under Section 393.275 and 67.2689 RSMo or other applicable authority.

~~Section 640.090. Annual Statement of Gross Receipts — When Tax Paid — Certain Receipts Exempt — Credit for Services Rendered City. [Code 1962 §15-19; CC 1979 §15-45]~~

~~All persons mentioned in Section 640.080 shall file with the City Clerk on or before the fifteenth (15th) day of March of each calendar year a sworn statement of gross receipts derived by such person from the furnishing of exchange telephone service in the City during the preceding calendar year. At the time of filing any such statement, the person involved shall pay to the City Collector five percent (5%) of such gross receipts. Gross receipts derived from the furnishing of such service to the City or any other municipal or governmental unit located in the City shall not be included in the foregoing statement, nor shall any tax be due on such gross receipts. The telephone company shall have the privilege of crediting such sums as may be due under this Article with any unpaid balance due such company for telephone service rendered or facilities furnished to the City.~~

~~Section 640.100. To Be in Lieu of Other Taxes. [Code 1962 §15-20; CC 1979 §15-46]~~

~~The payments required by the provisions of this Article shall be in lieu of all other excises, charges, exactions, rentals, impositions or other license or occupation taxes heretofore imposed upon any person engaged in the business described in Section 640.080, but nothing contained in this Article shall be construed to exempt such person from any general or special ad valorem tax imposed upon the public generally by the City.~~

-
- 1. Editor's note — Ordinance number 247-2006 was adopted April 18, 2006 in compliance with HB209 of the 2006 Missouri Legislative session. Provisions contained in HB209 were subsequently deemed unconstitutional by the Missouri Supreme Court on August 8, 2006 in City of Springfield, Appellant V Sprint Spectrum, L.P., Respondent Case No. SC87238. Subsequently Section 640.080 was reinstated as referenced below.**

ARTICLE III

Adjustments in Rates

~~Section 640.110. No Automatic Adjustments. [Ord. No. 48-2014 §1, 12-2-2014]~~

~~Pursuant to Section 393.275 RSMo., and other applicable authority, the City shall maintain now and hereinafter, unless otherwise provided by law, the tax rates of its license and occupation taxes on the gross receipts of utility corporations, without reduction, notwithstanding any periodic fluctuations in the tariffs or service rates of such utility companies or any notice thereof, including, but not limited to, notice sent under Section 393.275 RSMo.~~

ARTICLE I
Punlic Utilities, Communications and Video Service

Section 640.010. [CC 1979 §15-81; Ord. No. 1242 §4, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

A. Public Utility shall mean and include every corporation, company, association, firm and individual which is an electrical, natural gas, water and/or wastewater corporation owning and operating an electric plant, natural gas plant or distribution, water and/or wastewater treatment and distribution as a public utility within the meaning of and as defined in the Missouri Public Service Commission law (Chapters 386 and 393, Revised Statutes of Missouri) and all rural electric cooperatives organized or operated under Chapter 394, Revised Statutes of Missouri.

B. Communication Service Provider shall mean and include every corporation, company, association, firm and individual providing telephone or communication services.

C. Video Service Provider shall mean and include every corporation, company, association, firm and individual cable, satellite and Internet providers within the limits of the City of Neosho

Section 640.020. Levied. [CC 1979 §15-82; Ord. No. 1242 §1, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

Every light and power company (electric), gas company, water and/or wastewater company, communication (telephone) and video service providers their successors and assigns, generating, manufacturing, selling, distributing, transmitting, supplying, and furnishing electricity, electric power, electric energy, and electric service, natural gas, water, wastewater treatment, telephone, and video service (license) in the City or by use of said distribution system within the City shall, for the privilege of doing business and engaging in said occupation therein, pay to the City a license and occupation tax.

Section 640.030. Tax Additional. [CC 1979 §15-83; Ord. No. 1242 §7, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

The license and occupation tax herein provided shall be in addition to all other taxes, payments or fees now or hereafter required by law or ordinance.

Section 640.040. Amount. [CC 1979 §15-84; Ord. No. 1242 §2, 11-6-1984; Ord. 87-1 §1, 1-20-87; Ord. No. 48-2014 §1, 12-2-2014]

The license and occupation tax herein provided shall be of the gross receipts of any light and power company, natural gas company, water and/or wastewater company, telephone communication company or video service provider company providing service in the City of Neosho.

1. Telephone (Communication)	5% of gross receipts
2. Gas	5% of gross receipts
3. Electric	5% of gross receipts
4. Video Service Providers	
Beginning August 28, 2025	3.5% of gross receipts

Beginning August 28, 2026

3% of gross receipts

Beginning August 28, 2027 and continuing after

2.5% of gross receipts

Section 640.050. What Constitutes Gross Receipts. [CC 1979 §15-85; Ord. No. 1242 §3, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

A. The term "gross receipts" when used in this Article shall mean:

1. Except as otherwise provided in Subsection (B) hereof, all monies collected and received by licensee from the manufacture, distribution, and sale of electric power, natural gas company, water and/or wastewater company, telephone communication company or video service provider company and energy to all of licensee's customers within the present and future boundaries of the City for residential, commercial, and industrial service, before any deductions are made therefrom by the licensee for any expenses, costs, or charges of any kind.
2. All monies collected and received by licensee from the sale or lease of goods and products to all of licensee's customers within the present and future boundaries of the City, before any deductions are made therefrom by the licensee for any expenses, costs or charges of any kind.

B. Gross receipts shall not include:

1. Late charges and interest collected and received by licensee.
2. All monies collected and received by licensee from the following customers of licensee: schools, churches and church schools.

C. All telephone communication companies and video service provider companies shall file with the City Clerk on or before the fifteenth (15th) day of March of each calendar year a sworn statement of gross receipts derived by such person from the furnishing of telephone, communication and video exchange service in the City during the preceding calendar year. At the time of filing any such statement, the person involved shall pay to the City Collector the required percentage of such gross receipts. Gross receipts derived from the furnishing of such service to the City or any other municipal or governmental unit located in the City shall not be included in the foregoing statement, nor shall any tax be due on such gross receipts. The telephone communication or video service provider company shall have the privilege of crediting such sums as may be due under this Article with any unpaid balance due such company for service rendered or facilities furnished to the City.

Section 640.060. Payment of Tax. [CC 1979 §15-86; Ord. No. 1242 §5, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

The licensee shall pay the tax herein provided monthly, said tax to be computed upon the basis of gross receipts collected and received by licensee which are subject to said tax from the first day through the last day of each month during which licensee is doing business and engaged in said occupation, beginning on November 6, 1985.

Section 640.070. Reports. [CC 1979 §15-87; Ord. No. 1242 §6, 11-6-1984; Ord. No. 48-2014 §1, 12-2-2014]

Except as required under Section 640.050(C) the exact date after the end of each quarter on which the licensee shall pay the tax herein provided and the form and contents of reports filed by licensee with the City showing the gross receipts which are subject to said tax and the date on which said reports are due, shall be as mutually agreed upon by the City and the licensee.

Section 640.080 To Be In Lieu of Other Taxes

The payments required by the provisions of this Article shall be in lieu of all other excises, charges, exactions, rentals, impositions or other license or occupation taxes heretofore imposed upon any person engaged in the business described under this Chapter, but nothing contained in this Article shall be construed to exempt such person from any general or special ad valorem tax imposed upon the public generally by the City

Section 640.090 No Automatic Adjustments

“Pursuant to Section 393.275 and 67.2689 RSMo., and other applicable authority, the City shall maintain now and hereinafter, unless otherwise provided by law, the tax rates of its license and occupation taxes on the gross receipts of utility corporations, without reduction, notwithstanding any periodic fluctuations in the tariffs or service rates of such utility companies or any notice thereof, including, but not limited to, notice sent under Section 393.275 and 67.2689 RSMo or other applicable authority.

1. Editor's note — Ordinance number 247-2006 was adopted April 18, 2006 in compliance with HB209 of the 2006 Missouri Legislative session. Provisions contained in HB209 were subsequently deemed unconstitutional by the Missouri Supreme Court on August 8, 2006 in *City of Springfield, Appellant V Sprint Spectrum, L.P.*, Respondent Case No. SC87238. Subsequently Section 640.080 was reinstated as referenced below.

REQUESTED COUNCIL MEETING DATE: October 21, 2025

ITEM: Bill No. 2025-83: Agreement for Big Spring Park Master Plan

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Bill No. 2025-83 Contract with Sapp Design Associates Architects, Inc. for Big Spring Master Plan
 2. Contract with Sapp Designs for Neosho Big Springs Park MP - final_revised
-

PURPOSE:

To request City Council approval to enter into a contract with SAPP Design Associates Architects, Inc. for architectural planning and design services related to the Big Spring Park Master plan, which will guide future development and improvements at the park.

BACKGROUND:

Big Spring Park is one of the city's most utilized and historic parks. The development of a master plan will help guide future improvements, recreational opportunities, and infrastructure upgrades. Architectural planning and design services will provide a detailed layout and long-term vision for the park, ensuring that future projects are well-coordinated and meeting the needs of the community.

This is a Budgeted item of \$100,000.

SAPP Design Associates Architects, Inc. has proposed a fee of \$47,800.

This provides professional planning of the Big Spring Park Master Plan and associated design documentation.

RECOMMENDATION:

Staff recommends that City Council approve entering into a contract with SAPP Design Associates, Architects, Inc. for the Big Spring Park Master Plan at a total cost of \$47,800. And authorize the mayor to execute it.

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement with Sapp Design Associates Architects, Inc., a Missouri corporation, for the purpose of providing architectural planning and design services for the Big Spring Park Master Plan; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Sapp Design Associates Architects, Inc., a Missouri corporation, for the purpose of providing architectural planning and design services for the Big Spring Park Master Plan, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 24th day of September in the year Two Thousand Twenty-Five (2025)
(In words, indicate day, month and year.)

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

City of Neosho
203 East Main Street
Neosho, Missouri 64850

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

Sapp Design Associates Architects
3750 South Fremont
Springfield, Missouri 65804

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

City of Neosho's Big Spring Park Master Plan

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

PHASE I: MASTER PLAN SERVICES

See Exhibit "A", Sapp Design Proposal Letter.

PHASE II: FUTURE PROJECTS AND SERVICES:

The Owner may decide to proceed with any identified projects at the conclusion of the Phase I Services. At such time as identified projects are determined the Architect will issue an amendment which stipulates the scope, schedule, budget and associated fees as mutually agreed. The Architect will not proceed with any Phase II Services until the Owner issues written authorization to the Architect to provide services.

§ 1.1.2 The Project's physical characteristics:

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

Located at 309 West Spring Street, Neosho, Missouri 64850.

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

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

Init.

/

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:48:04 on 10/13/2025 under Order No. 20250154200 which expires on 08/20/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1920289102)

Potential cost will be determined as part of Phase I Services.

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

- .1 Design phase milestone dates, if any:
To be determined
- .2 Construction commencement date:
To be determined
- .3 Substantial Completion date or dates:
To be determined
- .4 Other milestone dates:
Not applicable

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

To be determined when a project has been identified.

§ 1.1.6 Paragraph deleted
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 Paragraph deleted

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

David Kennedy, City Manager
City of Neosho
203 East Main Street
Neosho, Missouri 64850

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
If needed, to be determined when a project has been identified.
- .2 Civil Engineer:
If needed, to be determined when a project has been identified.
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)
Unknown at time of execution

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:48:04 on 10/13/2025 under Order No.20250154200 which expires on 08/20/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1920289102)

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

Stephen Telscher, Partner
Kathe Kristek, Project Manager
Sapp Design Associates Architects
3750 South Fremont
Springfield, Missouri 65804

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

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
To be determined
- .2 Mechanical Engineer:
To be determined
- .3 Electrical Engineer:
To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

- .1 Geotechnical Services:
To be determined
- .2 Land and Topographical Surveying:
To be determined
- .3 Civil Engineer:
To be determined

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

Not applicable

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. If required, the parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than **Two Million Dollars and Zero Cents (\$2,000,000.00)** for each occurrence and **Four Million Dollars and Zero Cents (\$4,000,000.00)** in the aggregate.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars and Zero Cents (\$1,000,000.00) combined single limit** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Million Dollars and Zero Cents (\$1,000,000.00)** each accident **claim**, **One Million Dollars and Zero Cents (\$1,000,000.00)** each employee, and **One Million Dollars and Zero Cents (\$1,000,000.00)** policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **Two Million Dollars and Zero Cents (\$2,000,000.00)** per claim and **Two Million Dollars and Zero Cents (\$2,000,000.00)** in the aggregate annually.

§ 2.5.7 *Paragraph deleted*

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 *Paragraph deleted*

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

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

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

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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

§ 3.2.3 The Architect will discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. The Architect shall comply with Owner's directive regarding the requirements of the project so long as it is not in violation of building codes or ADA compliance.

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations as may be applicable to the project scope.

§ 3.2.5.1 *Paragraph deleted*

§ 3.2.5.2 *Paragraph deleted*

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements.

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions, if the request is timely, to all prospective bidders.

§ 3.5.3 *Paragraph deleted*

§ 3.5.3.1 *Paragraph deleted*

§ 3.5.3.2 *Paragraph deleted*

§ 3.5.3.3 *Paragraph deleted*

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to reasonable requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for

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

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

§ 3.6.5 Changes in the Work

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

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work during the course of the project.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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

§ 4.1.2 Description of Supplemental Services

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

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

§ 4.1.1.1 Programming: The Architect will assist the Owner in finalizing Owner's previously developed program documents and will assist Owner with any necessary updates.

§ 4.1.1.2 **Multiple Preliminary Designs:** The Architect will provide up to a maximum of two (2) alternative concept designs for the Owner's review, if necessary, in order to select a specific approach to be further developed and executed in the Architect's Basic Services.

§ 4.1.1.4 **Existing Facilities Surveys:** Architect will perform a visual facilities survey to assist in a property conditions assessment as per Scope of Work contained herein.

§ 4.1.1.5 **Site Evaluation and Planning:** The Architect will provide a general evaluation of the existing site and assist in a property conditions assessment for suitability to accommodate current and proposed future upgrades as per Scope of Work contained herein.

§ 4.1.1.10 **Architectural Interior Design:** The Architect will only provide basic Interior Design Services that will be limited to material and finish selections. Interior Design Services do not include specifying furnishings, fixtures, equipment, window coverings, artwork or any finishes other than basic finish materials.

§ 4.1.1.20 **Coordination with Owner's Consultants:** The Architect will coordinate its work with that of each of the Owner's Vendor's/Specialist's/Consultant's work, if any, that may be required to be part of the Architect's base bid documents.

§ 4.1.1.22 **Security Evaluation and Planning:** The Architect will coordinate its work product with each of the Owner's Vendor's/Specialist's documentation that may be required to be part of the Architect's base bid documents.

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

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

§ 4.1.1.21 **Telecommunications / Data Design:** The Owner will provide the Architect with all information necessary to facilitate in the bid documents, adequate pathways, rough-ins, special requirements or other special needs to facilitate Owner's design and installation of all Telecommunication and data design for any identified projects.

§ 4.1.1.22 **Security Evaluation and Planning:** The Owner will coordinate with the Architect, the Owner's preferred or contracted Vendor's/Specialist's/Consultant's specifications, drawings, required pathways, rough-ins, electrical and mounting requirements, and any other information or documentation that may be required to be part of the Architect's base bid documents.

§ 4.1.3 *Paragraph deleted*

§ 4.2 Architect's Additional Services

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

The following additional services may be provided at the Owner's option, in accordance with this Section 4.2 and 11.3 as follows:

1. Furnishings

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

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

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

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-two (42) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

§ 5.4 *Paragraph deleted*

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations for building foundation design and other site development.

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

§ 5.7 *Paragraph deleted*

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing opinions of probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinion of probable Cost of the Work to meet the Owner's budget. The Architect's opinion of probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed opinion of probable Cost of the Work, the Architect shall provide such an opinion of probable cost, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within sixty (60) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction in **Newton County, Missouri**
- ☐ Other: (Specify)

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

§ 8.3 Paragraph deleted

§ 8.3.1 Paragraph deleted

§ 8.3.1.1 Paragraph deleted

§ 8.3.2 Paragraph deleted

§ 8.3.3 Paragraph deleted

§ 8.3.4 Consolidation or Joinder

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

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

§ 8.3.4.3 Paragraph deleted

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:48:04 on 10/13/2025 under Order No. 20250154200 which expires on 08/20/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1920289102)

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Missouri.

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

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

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

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

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

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

§ 10.8 *Paragraph deleted*

§ 10.8.1 *Paragraph deleted*

§ 10.9 *Paragraph deleted*

ARTICLE 11 COMPENSATION

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

PHASE I: MASTER PLAN SERVICES:

The compensation for Phase I as described in Article 1.1 will be a fixed lump sum fee of Forty-Six Thousand Dollars and Zero Cents (\$46,000.00) plus reimbursable expenses, not-to-exceed One Thousand Eight Hundred Dollars and Zero Cents (\$1,800.00). This fee is based on limitations referenced in Exhibit "A".

PHASE II: FUTURE PROJECTS AND SERVICES:

The compensation for Basic Services on any future approved Projects will be on a percentage of construction cost or as mutually agreed upon per contract amendment for Basic Architectural Services for all items designed, coordinated, and/or specified by the Architect and is inclusive of the Contractor's Base Bid, all Bid Alternates, Profit, Overhead, Bonds, and Insurance Cost. Owner and Architect will negotiate a mutually agreeable fee for each identified project.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Designated Supplemental Services shall be compensated as a Basic Service through the compensation value in 11.1 unless otherwise mutually agreed in writing.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Billing of services will be based on utilizing the Architect's current basic hourly rates in place at the time services were performed, see Article 11.7 for hourly rates.

Option – A lump sum, percentage fee, or other fee formats may be utilized for any single specific additional service where hourly basis is not preferred by either party.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20%).

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

In addition, the Architect's hourly time as reasonably necessary to accomplish the associated services and tasks.

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

Schematic Design Phase	Twenty	Percent	(20%)
Design Development Phase	Twenty-Five	Percent	(25%)
Construction Documents Phase	Thirty-Five	Percent	(35%)
Procurement Phase	Five	Percent	(5%)
Construction Phase	Fifteen	Percent	(15%)
Total Basic Compensation	One Hundred	Percent	(100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Upon acceptance of a bona fide low bid or negotiated proposal, compensation will be adjusted based on the construction cost minus contingency and allowances. Upon closeout of the construction contract, compensation will be adjusted for final payment based on the total construction cost.

§ 11.6.1 When compensation is on a percentage basis of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions in accordance with the schedule set forth in Section 11.5 based on (1) the accepted bona fide low bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the cost of the work for such portions of the project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal annual fiscal year review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Rates shown reflect current fiscal year (2025) values for the Architect. Any future or subsequent projects or additional services would be based on the current rates at that time.

Employee or Category	Rate
Senior Project Manager	\$245.00 per hour
Junior Project Manager	\$210.00 per hour

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:48:04 on 10/13/2025 under Order No. 20250154200 which expires on 08/20/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1920289102)

Project Architect	\$195.00 per hour
Interior Designer	\$190.00 per hour
Architect/Designer III	\$180.00 per hour
Architect/Designer II	\$170.00 per hour
Architect/Designer I	\$150.00 per hour
Senior CADD Technician	\$180.00 per hour
CADD Technician	\$150.00 per hour
Marketing/Communications Director	\$125.00 per hour
Business Manager	\$105.00 per hour
Administrative Assistant	\$100.00 per hour
Clerical Support	\$ 70.00 per hour
Architectural Intern	\$ 70.00 per hour
Interior Design Intern	\$ 70.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 *Paragraph deleted;*
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 *Paragraph deleted;*
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 *Paragraph deleted;*
- .11 *Paragraph deleted; and,*
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20%) of the expenses incurred.

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

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

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 *Paragraph deleted*

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30)

days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Legal Prevailing Rate

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 Any delays in the continuous sequence of Basic and Additional Services of each authorized project, not the fault of the Architect, exceeding sixty (60) consecutive calendar days (during the performance of the listed Phases or after the completion of a Phase) shall increase the basic compensation Article 11.1 on the basis of the percentage of construction cost, as follows:

Schematic Design	(0.25%)
Design Development	(0.25%)
Construction Documents	(determined at that time, but no less than 0.5%)
Bidding	(0.25%)
Construction Administration	(determined at that time)

§ 12.2 The following services are specifically excluded from the basic compensation of this contract. Reference Article 4 for other services that are additional and/or optional services:

- a. Any public or private on-site or off-site utility infrastructure and roadway coordination and design.
- b. Environmental assessments and impact studies
- c. Geotechnical Engineering Services
- d. Special inspection testing and certifications
- e. Building and Regulatory Permit Fees
- f. Irrigation Design
- g. Construction Staking
- h. Providing Structural Building Calculations
- i. Interior Design for Furniture and Equipment Specifications
- j. Acoustical Engineering, Sound System, Special Lighting and Video System Design
- k. Security Systems, Phone Systems, Data, Technology System or Infrastructure.

§ 12.3 If, due to the Architect's error, any required item or component of the projects is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project. However, if due to the Architect's error any required item or component is omitted from the construction documents, then the Architect under the basic fee value will provide the necessary services and documents required for the Contractor to incorporate that element.

§ 12.4 In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

§ 12.5 Notwithstanding any other provisions of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

§ 12.6 Severability: Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed and dated as indicated below:

Not applicable

- .3 Exhibits:

Exhibit "A", Sapp Design Proposal Letter, dated August 15, 2025, five (5) pages.

- .4 Other documents:

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

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

The individual signing below hereby represents and warrants that, with the express approval of the City of Neosho, s/he is duly authorized on behalf of the City of Neosho to execute and deliver this Agreement on behalf of the City of Neosho, MO and that this Agreement is binding upon the City of Neosho in accordance with its terms

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

John McNabb, AIA, NCARB, President
Sapp Design Associates Architects

(Printed name, title, and license number, if required)

August 15th, 2025

David Kennedy, City Manager
City of Neosho
203 E Main Street
Neosho, MO 64850

Re: City of Neosho – Big Springs Park Master Plan and Conceptual Planning

Mr. Kennedy,

We appreciate the opportunity to provide a proposal for professional Master Planning and Conceptual Design Services for the City of Neosho.

The scope of work includes Master Planning and Conceptual Designs of the existing Neosho Big Springs Park, at Spring Street Neosho, MO 64850. The project limits are identified in Exhibit `A`.

Sapp Design's role shall be to provide design thinking for the site-wide programming, organization, and character of Big Spring Park, which can be used for technical design and development in future efforts.

Conceptual Site Design requirements include the development of hand sketches and image boards describing the size and character of the of the project to address improvements to the park, including park amenities as follows:

- **Playground and Splash Pad:**
 - o Provide a site-specific playground footprint and location
 - o Develop conceptual ideas/theme for playground and splash pad character
 - o Coordinate with and All-Inclusive Rec or similar Play Equipment Specialist (Play Equipment Specialist will select equipment, provide layout/descriptive imagery, and cost opinion)
- **Pavilion**
 - o Provide diagrammatic ideas
- **Old House**
 - o Visual observations and aerial maps are to be used
 - o Conceptual diagrams to be provided. Architect not providing as-built floor plans
- **Amphitheater and Landscaping Enhancements:**
 - o Provide 1-2 hand sketches with diagrammatic ideas
 - o Identify location and type of wedding and event infrastructure in coordination with Client
- **Trails and Connectivity:**
 - o Review existing trails and develop recommendations for improved connectivity
 - o Propose additional or adjusted trails within the site design concept
 - o Enhance trail connections to the spring and cave system
 - o Review existing and developed seating areas, including park furniture recommendations
- **Floral Clock** – Review current conditions and location

- **Rock Bluff Integration** – Provide recommendations for visual integration into the park setting
- **Pedestrian Connectivity** -Review options for crossing West Spring Street
- **Parking and Access** - Review as a driver of site design
- **Landscape Beds and Irrigation**
 - o Develop size/location/character of future landscape beds, or renovation to existing landscape bed diagram
 - o Identify which landscape beds will require irrigation with diagram
- **Park Lighting** – Prepare a conceptual lighting plan identifying illuminated areas and type of lighting types
- **Park Signage Plan** – Develop a coordinated signage concept
- **Stormwater Management**
 - o Create concept in a high-level diagram overlay to the Site plan
 - o *Note: decision to use potable water in a pass-through system for the splash pad vs. recirculating system would have a significant impact on stormwater and irrigation thinking*
- **Concept Design Development Process**
 - o Prepare up to (2) two site design concepts, including
 - Site plans in hand-drawn sketch format (see Exhibit B for example)
 - Image boards of proposed enhancements
 - o Refined Concept - Upon review and owner feed-back prepare (1) one site design concept, including
 - Site plan in hand-drawn sketch format
 - Project image boards describing design intent and character
 - Preliminary phasing diagram (in coordination with Client)
 - Final Design Concept
 - Phasing Diagram - Develop with advice on park programming and landscape enhancements
 - Meet with owner to review the conceptual site design / landscape typology drawing / phasing diagram and cost opinion
 - o Final Concept
 - Upon review and owner feed-back develop final site design concept as part of deliverables

Deliverables:

- Conceptual Park Site Plan
- Image Boards
- Diagrams: Phasing, Stormwater Management, Lighting, Signage
- Conceptual Order of Magnitude Cost
- Exterior Rendering

Owner Provided:

- Survey (Owner to provide or Architect to use visual observations and aerial maps for approximate information)
- Existing drawings of house, park, street, or utilities, if available.

Exclusions:

- Survey
- Civil Engineering
- MEP Engineering

Proposed Fee:

- Fixed fee lump sum \$46,000, plus reimbursable expenses, not-to-exceed \$1,800.

Proposed Schedule:

The Master Planning and conceptual Design services will start in September 2025 and be completed by end of 2025(tentative). Schedule maybe impacted, by Owner provided survey for data that is to be used in the planning and designs.

. We will follow up with a formal contract once this proposal is accepted. If you have any concerns, comments, or questions, I can be reached by phone at 417-877-9600 or by email at mcnabb@sdaarchitects.com. We look forward to collaborating with you and helping shape a long-term plan that aligns with the city's vision for the future.

Thank you for the opportunity,

 8-15-25
John McNabb, AIA, NCARB
Partner | Director of Business
Sapp Design Architects

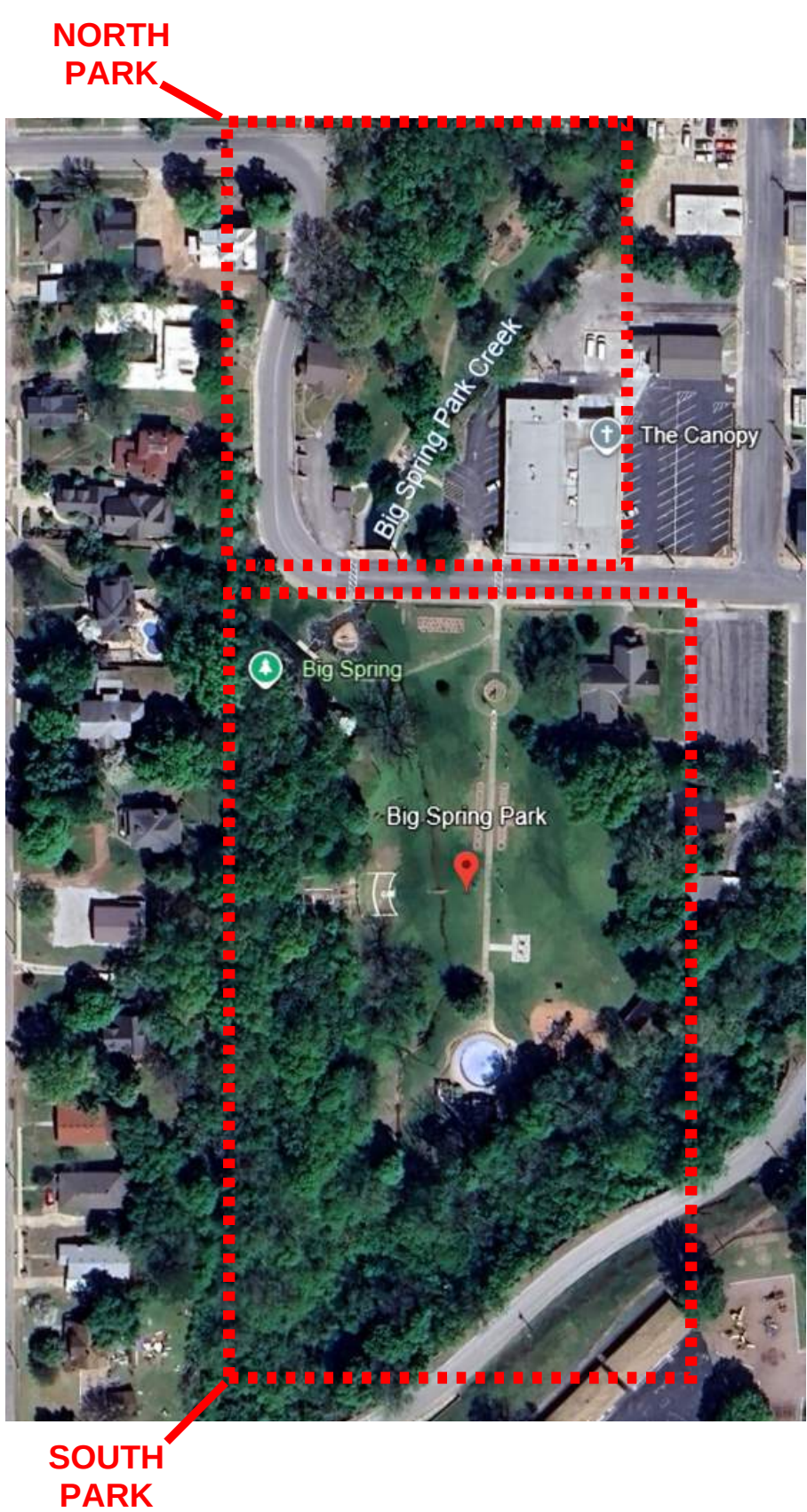
David Kennedy
City Manager
City of Neosho

Exhibit `A`
Site Plan – Project Area



Exhibit `B`
Examples of hand-drawn sketch site plan and precedents





Overall Site Plan



Enlarged North Park Scope of Work



Enlarged South Park Scope of Work

LEGEND	
General Scope	Detailed Scope
- Evaluate and address accessibility - New Signage - Review Parking - Evaluate/remove select trees - Evaluate storm water issues	A. Demo/Relocate Restrooms B. New Inclusive Playground C. ADA Crosswalk D. Upgrade Flower Bed Brick E. Restore Island F. Preserve Floral Clock G. New Amphitheater H. Walking Trail I. Restore Spring Drain Channel J. Highlight Civil War Cave K. Repurpose/Remove House L. Review/Improve Wading Pool M. Add Splash Pad (location TBD) N. Address Creek Bank Erosion O. Review Existing Parking

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Amendment to Contract with Liberty Utilities

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. NEOSHO 590000059135
2. NEOSHO 590000059157
3. NEOSHO 590000059202
4. NEOSHO 590000059206.1
5. NEOSHO 590000059695
6. NEOSHO 590000059742
7. NEOSHO 590000059746
8. NEOSHO 590000059748
9. NEOSHO 590000059761
10. NEOSHO 590000060158
11. NEOSHO 590000060174
12. NEOSHO 590000060179
13. NEOSHO 590000060231
14. NEOSHO 590000060274
15. NEOSHO 590000060278
16. NEOSHO 590000060316
17. NEOSHO 590000060341
18. NEOSHO 590000061132
19. NEOSHO 590000061134
20. NEOSHO 590000061139
21. NEOSHO 590000061420
22. NEOSHO 590000061441
23. NEOSHO 590000061511
24. NEOSHO 590000061567
25. NEOSHO 590000061618
26. NEOSHO 590000061651
27. NEOSHO 590000061732
28. NEOSHO 590000061819
29. NEOSHO 590000061859
30. NEOSHO 590000061862
31. NEOSHO 590000061878
32. NEOSHO 590000061980
33. NEOSHO 590000064385
34. NEOSHO 590000064500

35. NEOSHO 590000064515

36. NEOSHO 590000065516

PURPOSE:

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

BACKGROUND:

There are 36 amendments for the replacement of non-working streetlights with LEDs in multiple neighborhoods. The total reduction in the monthly electric bill for streetlights will be -\$59.55.

RECOMMENDATION:

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

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **18th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	DUSTY LN & KODIAK	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 321.43	
Remove	DUSTY LN & KODIAK	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 321.43	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.96	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.96
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.27
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.16
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.01

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	437	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	247
11,000L - 250W	11	16,000L - 150W	143	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059135

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$102.96

\$60,576.22

\$673,069.16

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **18th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	CASH & PHYLISS	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 321.43	
Remove	CASH & PHYLISS	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 321.43	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.96	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.96
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.27
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.16
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.01

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

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	437	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	246
11,000L - 250W	11	16,000L - 150W	144	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059157

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$102.96

\$60,566.96

\$672,966.20

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho**, hereinafter called CITY, on the **18th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	GOLF COURSE IN FRONT OF PARKLOT	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 321.43	
Remove	GOLF COURSE IN FRONT OF PARKLOT	16,000L 150W HPS Cobrahead	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 321.43	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.96	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.96
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.27
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.16
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.01

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	437	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	248
11,000L - 250W	11	16,000L - 150W	142	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059202

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$102.96

\$60,585.49

\$673,172.12

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Service
Notification #

590000059206

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

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **18th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	*Police Dept. Parking Lot Pole 634158	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 348.81	
Remove	Police Dept. Parking Lot	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 348.81	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 130.34	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$130.34
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$11.73
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.70
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.81

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	437	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	249
11,000L - 250W	11	16,000L - 150W	141	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059206

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$130.34

\$60,597.22

\$673,302.46

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Service
Notification #

590000059695

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

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **18th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	CASH & JOHN	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 293.65	
Remove	CASH & JOHN PL	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 293.65	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.18	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.18
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.77
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.66
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	437	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	250
11,000L - 250W	11	16,000L - 150W	140	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059695	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$75.18	\$60,603.99
	ACCUMULATIVE INVESTMENT CHARGE
	\$673,377.64

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **18th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	SOUTH ST & JUSTINS TRL	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 293.65	
Remove	SOUTH ST & JUSTINS TRL	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 293.65	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.18	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.18
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.77
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.66
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	437	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	251
11,000L - 250W	11	16,000L - 150W	139	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059742

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.18

\$60,610.75

\$673,452.82

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **18th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	1208 CAROLYN ST	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 293.65	
Remove	1208 CAROLYN ST	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 293.65	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.18	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.18
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.77
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.66
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	437	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	252
11,000L - 250W	11	16,000L - 150W	138	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059746

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.18

\$60,617.52

\$673,528.00

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho**, hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	COLLEGE & W MCKINNEY	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 293.65	
Remove	COLLEGE & W MCKINNEY	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 293.65	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 75.18	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$75.18
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.77
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.66
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.22

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	436	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	254
11,000L - 250W	11	16,000L - 150W	137	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059748

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$75.18

\$60,648.31

\$673,870.13

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **18th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	N MAIN & BENHAM	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 321.33	
Remove	N MAIN & BENHAM	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 321.33	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 266.95	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$266.95
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$24.03
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$6.44
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.54

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	436	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	253
11,000L - 250W	11	16,000L - 150W	138	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000059761

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$266.95

\$60,641.55

\$673,794.95

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	MORSE PARK POLE 634120	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 318.76	
Remove	MORSE PARK POLE 634120	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 318.76	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 100.29	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$100.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.03
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.40
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.03

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

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	435	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	256
11,000L - 250W	11	16,000L - 150W	136	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000060158

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$100.29

\$60,681.13

\$674,234.80

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	LAZYBOY DR & WOOD ST	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 318.76	
Remove	LAZYBOY DR & WOOD ST	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 318.76	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 100.29	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$100.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.03
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.40
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.03

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

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	435	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	257
11,000L - 250W	11	16,000L - 150W	135	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000060179

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$100.29

\$60,690.16

\$674,335.09

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

SA 22A 9/18

Service

Notification # 590000060231

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	MORSE PARK POLE 634042 HICKORY CR & SPRING	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 291.10	
Remove	MORSE PARK POLE 634042 HICKORY CR & SPRING	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 291.10	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 72.63	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$72.63
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.54
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.89
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.24

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	435	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	258
11,000L - 250W	11	16,000L - 150W	134	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000060231	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$72.63	\$60,696.70
	ACCUMULATIVE INVESTMENT CHARGE
	\$674,407.72

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Service
Notification #

590000060274

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

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho**, hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	642 BAXTER POLE 603525	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 302.00	
Remove	642 BAXTER POLE 60325	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 302.00	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 247.62	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$247.62
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$22.29
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$4.70
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.39

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	434	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	259
11,000L - 250W	11	16,000L - 150W	134	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000060274

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$247.62

\$60,718.98

\$674,655.34

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Notification #

590000060278

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the

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

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	WILLIAM H DR & ROCKETDYNE # 608274	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 318.76	
Remove	WILLIAM H DR & ROCKETDYNE # 608274	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 318.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 264.38	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$264.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$23.79
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$6.20
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.52

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

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

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	433	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	260
11,000L - 250W	11	16,000L - 150W	134	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000060278

DATE COMPLETED

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$264.38

\$60,742.78

\$674,919.72

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this day of

By _____
(Authorized Signatory)

The Empire District Electric Company

SA 22A 9/18

Service

Notification # 590000060316

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	THRASHER & S LINCOLN # 603175	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 321.15	
Remove	THRASHER & S LINCOLN # 603175	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 321.15	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.68	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.68
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.24
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.19
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.02

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	433	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	261
11,000L - 250W	11	16,000L - 150W	133	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000060316	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$102.68	\$60,752.02
	ACCUMULATIVE INVESTMENT CHARGE
	\$675,022.40

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Service
Notification #

590000060341

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

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	807 ROUND UP HILL # 603087	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 321.15	
Remove	807 ROUND UP HILL # 603087	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 321.15	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 266.77	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$266.77
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$24.01
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$6.42
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.53

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	432	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	262
11,000L - 250W	11	16,000L - 150W	133	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000060341

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$266.77

\$60,776.03

\$675,289.17

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Service
Notification #

590000061132

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

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	200 NELSON # 634634	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 319.22	
Remove	200 NELSON # 634634	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 319.22	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 100.75	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$100.75
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.07
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.36
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.03

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	432	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	263
11,000L - 250W	11	16,000L - 150W	132	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061132	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$100.75	\$60,785.09
	ACCUMULATIVE INVESTMENT CHARGE
	\$675,389.92

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho**, hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	330 W SHERMAN #603043	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 291.52	
Remove	330 W SHERMAN #603043	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 291.52	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 73.05	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$73.05
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.57
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.86
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.24

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	432	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	264
11,000L - 250W	11	16,000L - 150W	131	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061134

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$73.05

\$60,791.67

\$675,462.97

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	WHEELER & HIGH # 620277	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 319.22	
Remove	WHEELER & HIGH # 620277	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 319.22	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 100.75	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$100.75
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.07
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.36
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.03

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	432	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	265
11,000L - 250W	11	16,000L - 150W	130	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061139

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$100.75

\$60,800.74

\$675,563.72

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	115 W MCCORD # 610093	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 321.25	
Remove	115 W MCCORD # 610093	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 321.25	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.78	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.78
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.25
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.18
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.01

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	432	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	266
11,000L - 250W	11	16,000L - 150W	129	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061420

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$102.78

\$60,809.99

\$675,666.50

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	412 JEFFERSON ST # 631607	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 320.93	
Remove	412 JEFFERSON ST # 631607	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 320.93	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.46	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.46
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.22
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.21
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.02

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	432	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	267
11,000L - 250W	11	16,000L - 150W	128	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061441

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$102.46

\$60,819.21

\$675,768.96

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	1008 SKYLINE # 603093	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 320.93	
Remove	1008 SKYLINE # 603093	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 320.93	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.46	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.46
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.22
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.21
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.02

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

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	432	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	268
11,000L - 250W	11	16,000L - 150W	127	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061511

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$102.46

\$60,828.43

\$675,871.42

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

SA 22A 9/18

Service

Notification # 590000061567

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	WILLIAM H MACY & ROCKETDYNE RD	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 320.90	
Remove	WILLIAM H MACY & ROCKETDYNE RD	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 320.90	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 266.52	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$266.52
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$23.99
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$6.40
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.53

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	431	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	269
11,000L - 250W	11	16,000L - 150W	127	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061567	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$266.52	\$60,852.41
	ACCUMULATIVE INVESTMENT CHARGE
	\$676,137.94

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

SA 22A 9/18

Service

Notification # 590000061618

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	RIDGEWOOD & RAVENWOOD # 429523	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 320.90	
Remove	RIDGEWOOD & RAVENWOOD # 429523	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 320.90	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.43	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.43
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.22
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.21
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.02

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	431	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	270
11,000L - 250W	11	16,000L - 150W	126	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061618	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$102.43	\$60,861.63
	ACCUMULATIVE INVESTMENT CHARGE
	\$676,240.37

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	GREENBROOK & SIMPLICITY	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 302.99	
Remove	GREENBROOK & SIMPLICITY	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 302.99	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 84.52	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$84.52
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$7.61
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$25.82
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.15

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	431	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	271
11,000L - 250W	11	16,000L - 150W	125	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061651

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$84.52

\$60,869.24

\$676,324.89

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Notification #

590000061732

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the

19th day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	GRAND & S RIPLEY # 610508	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 320.90	
Remove	GRAND & S RIPLEY # 610508	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 320.90	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.43	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.43
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.22
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.21
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.02

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

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

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	431	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	272
11,000L - 250W	11	16,000L - 150W	124	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061732

DATE COMPLETED

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$102.43

\$60,878.46

\$676,427.32

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this day of

By _____
(Authorized Signatory)

The Empire District Electric Company

SA 22A 9/18

Service

Notification # 590000061819

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	COLER & W SPRING # 606310	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 304.14	
Remove	COLER & W SPRING #606310	20,000L 400W MV Cobrahead	1		\$157.41		\$ 146.19
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$157.41	\$ 304.14	\$ 146.19
A Annual Energy Charge for this Request (Install minus Remove)				-\$83.38			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 157.95	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$157.95
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$14.22
E	Annual Energy Charge for this Request (Total Line A)	-\$83.38
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$69.16
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$5.76

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	430	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	274
11,000L - 250W	11	16,000L - 150W	124	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061819	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$157.95	\$60,912.66
	ACCUMULATIVE INVESTMENT CHARGE
	\$676,807.31

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	NEOSHO SUMMIT # 632432	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 293.19	
Remove	NEOSHO SUMMIT # 632432	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 293.19	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 74.72	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$74.72
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$6.72
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$26.71
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.23

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	430	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	276
11,000L - 250W	11	16,000L - 150W	122	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061859

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$74.72

\$60,928.60

\$676,984.46

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	VETA & MCKINNEY	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 276.42	
Remove	VETA & MCKINNEY	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 276.42	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 222.04	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$222.04
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$19.98
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$2.39
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.20

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	430	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	273
11,000L - 250W	11	16,000L - 150W	124	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061862

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$222.04

\$60,898.44

\$676,649.36

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	GRANT AVE & OAK ST # 633539	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 320.90	
Remove	GRANT AVE & OAK ST # 633539	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 320.90	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.43	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.43
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.22
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.21
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.02

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	430	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	275
11,000L - 250W	11	16,000L - 150W	123	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061878

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$102.43

\$60,921.88

\$676,909.74

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **19th** day of **June, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	1913 SHERRY LEA # 803865	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 320.78	
Remove	1913 SHERRY LEA # 803865	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 320.78	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 102.31	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$102.31
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$9.21
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.22
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.02

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	430	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	277
11,000L - 250W	11	16,000L - 150W	121	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000061980

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$102.31

\$60,937.81

\$677,086.77

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

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

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	BIG SPRING PARK CHAMBER BUILDING	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 314.92	
Remove	BIG SPRING PARK CHAMBER BUILDING	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 314.92	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 96.45	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$96.45
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$8.68
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$24.75
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.06

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	430	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	280
11,000L - 250W	11	16,000L - 150W	118	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000064385

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$96.45

\$60,963.85

\$677,376.12

The Empire District Electric Company

Company Representative Completing Contract: Bill Corlett

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

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

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	BIG SPRING PARK WATER FALL LIGHT	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 744.58	
Remove	BIG SPRING PARK WATER FALL LIGHT	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 744.58	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 526.11	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$526.11
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$47.35
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$13.92
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$1.16

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	430	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	281
11,000L - 250W	11	16,000L - 150W	117	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000064500

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$526.11

\$61,011.20

\$677,902.23

The Empire District Electric Company

Company Representative Completing Contract: Bill Corlett

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

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

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	BIG SPRING PARK WADING POOL	7,500L-9,500L 150W eq LED 1 Cobrahead	2	\$148.06		\$ 629.83	
Remove	BIG SPRING PARK (PoLE 634718, 637719)	16,000L 150W HPS Open Bottom	2		\$214.92		\$ 436.93
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$148.06	\$214.92	\$ 629.83	\$ 436.93
A Annual Energy Charge for this Request (Install minus Remove)				-\$66.86			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 192.90	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$192.90
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$17.36
E	Annual Energy Charge for this Request (Total Line A)	-\$66.86
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$49.50
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$4.12

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	430	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	279
11,000L - 250W	11	16,000L - 150W	119	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000064515

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$192.90

\$60,955.17

\$677,279.67

The Empire District Electric Company

Company Representative Completing Contract: Bill Corlett

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **10th** day of **July, 2025** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	405 S LAFAYETTE POLE 606434	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 303.80	
Remove	405 S LAFAYETTE POLE 606434	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 303.80	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 85.33	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$85.33
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$7.68
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$25.75
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$2.15

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

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

ACCEPTANCE

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

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	430	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	282
11,000L - 250W	11	16,000L - 150W	116	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000065516

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$85.33

\$61,018.88

\$677,987.56

The Empire District Electric Company

Company Representative Completing Contract: #N/A

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Fire Department ATV Sale Bids

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Fire Department ATV Bids

PURPOSE:

The purpose of this agenda item is to accept the winning bid for the sale of 3 ATVs

BACKGROUND:

In the October 7th meeting, Council approved the surplus of 3 used ATVs. We placed these items up for sealed bid and received 4 bids back. Hale Fire Protection District had the highest bid at \$7500.

Hale Fire Protection District \$7500

Danny Naugle \$6300

Greg Hickman \$5600

One Nation Distribution \$5406

RECOMMENDATION:

Staff recommends accepting the bid of \$7500 for the 3 ATVs from Hale Fire Protection District for \$7500.

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Fire Department ATV Sale Bids

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Fire Department ATV Sale Bid

PURPOSE:

The purpose of this agenda item is to accept the winning bid for the sale of 3 ATVs

BACKGROUND:

In the October 7th meeting, Council approved the surplus of 3 used ATVs. We placed these items up for sealed bid and received 4 bids back. Hale Fire Protection District had the highest bid at \$7500.

Hale Fire Protection District \$7500

Danny Naugle \$6300

Greg Hickman \$5600

One Nation Distribution \$5406

RECOMMENDATION:

Staff recommends accepting the bid of \$7500 for the 3 ATVs from Hale Fire Protection District for \$7500.

EST X 1878



CITY OF NEOSHO

203 E. MAIN ST.
NEOSHO, MO 64850
(417) 451-8050 PHONE
(417) 451-8065 FAX
WWW.NEOSHOMO.GOV

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Friday October 24th, 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:

For the Purchase of:

2005 Polaris Sportsman 400 VIN 4XAMH42A45A615604 Hours 192 Miles 396

2005 Polaris Sportsman 400 VIN 4XAMH42A25B685399 Hours 213 Miles 423

2005 Polaris Sportsman 400 VIN 4XAMH42AX5B681696 Hours 190 Miles 488

Starting Bid \$1,800 per ATV

Please label the envelope: For the Purchase of ATV's Friday October 24th, 2025, at 10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to **Aaron Houk, Fire Chief**, at the following address/phone: 417-451-8021 or ahouk@neoshomo.gov.

Bids on these unit(s) shall be made on furnished forms.

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

Thank you,

David Kennedy
City Manager

BID FORM

Purchase Bid Price: (To be completed by bidding party)

You have the opportunity to bid on one or all ATVs.

\$ 2500

\$ 2500

\$ 2500

All bids will have to go to the city council for approval. If you are awarded the bid, cars must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the Fire department 417-451-8021 to ensure that all title paperwork is complete and ready.

COMPANY: Hale Fire Protection District

ADDRESS: PO Box 94 Hale MO 64643

PHONE: 660-383-3860

EMAIL: Nicholas 94 Wilson@gmail.com

BY: Nicholas Wilson Fire Chief

BID AGREEMENT FORM
(Must be completed and attached to bid sheet)

I (the buyer) agree to purchase the items for which I have entered bid amounts in the "amounts bid" column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I am agreeing to buy what I bid on in an **"AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.** My signature below certifies that I have read this statement and agree to all terms and conditions of sale.

INSPECTION OF PROPERTY: The property offered may be inspected by contacting Chief Aaron Houk at 417-451-8021 between the hours of 8:00 am and 4:00 pm Tuesday through Thursday to arrange an appointment.

BID SUBMITTAL: Bids must be signed by bidder and be delivered by mail or in person in a sealed envelope no later than the date listed this document to Neosho City Hall 203 E. Main Street, Neosho, Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cashier's check, certified check or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed in 7 days from acceptance of bid. Security or building access may apply to the removal of property and the bidder must coordinate with Chief Aaron Houk during normal business hours.

SIGNATURE OF BIDDER:



PRINTED NAME OF BIDDER:

Nick Wilson

BID FORM

Purchase Bid Price: (To be completed by bidding party)

You have the opportunity to bid on one or all ATVs.

\$ 6,300 for all ATVs

\$ 2,100 each

\$

All bids will have to go to the city council for approval. If you are awarded the bid, cars must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the Fire department 417-451-8021 to ensure that all title paperwork is complete and ready.

COMPANY: _____

ADDRESS: 12358 Farn Road 2205 Circle, Cassville, MO 65625

PHONE: 417-342-2508

EMAIL: naug33@gmail.com

BY: Lawrence Naugle

BID AGREEMENT FORM
(Must be completed and attached to bid sheet)

I (the buyer) agree to purchase the items for which I have entered bid amounts in the "amounts bid" column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I am agreeing to buy what I bid on in an **"AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.** My signature below certifies that I have read this statement and agree to all terms and conditions of sale.

INSPECTION OF PROPERTY: The property offered may be inspected by contacting Chief Aaron Houk at 417-451-8021 between the hours of 8:00 am and 4:00 pm Tuesday through Thursday to arrange an appointment.

BID SUBMITTAL: Bids must be signed by bidder and be delivered by mail or in person in a sealed envelope no later than the date listed this document to Neosho City Hall 203 E. Main Street, Neosho, Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cashier's check, certified check or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed in 7 days from acceptance of bid. Security or building access may apply to the removal of property and the bidder must coordinate with Chief Aaron Houk during normal business hours.

SIGNATURE OF BIDDER: 

PRINTED NAME OF BIDDER: Lawrence Naugle

BID FORM

Purchase Bid Price: (To be completed by bidding party)

You have the opportunity to bid on one or all ATVs.

\$ 1,866.52 4XAMH42A45A615604

\$ 1,855.55 4XAMH42A25B685399

\$ 1,877.93 4XAMH42AX5B681696

All bids will have to go to the city council for approval. If you are awarded the bid, cars must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the Fire department 417-451-8021 to ensure that all title paperwork is complete and ready.

COMPANY: _____

ADDRESS: 10741 Moose Drive, Neosho, Mo. 64850

PHONE: 417-592-8381

EMAIL: hilbille@gmail.com

BY: Greg

BID AGREEMENT FORM
(Must be completed and attached to bid sheet)

I (the buyer) agree to purchase the items for which I have entered bid amounts in the "amounts bid" column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I am agreeing to buy what I bid on in an **"AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.** My signature below certifies that I have read this statement and agree to all terms and conditions of sale.

INSPECTION OF PROPERTY: The property offered may be inspected by contacting Chief Aaron Houk at 417-451-8021 between the hours of 8:00 am and 4:00 pm Tuesday through Thursday to arrange an appointment.

BID SUBMITTAL: Bids must be signed by bidder and be delivered by mail or in person in a sealed envelope no later than the date listed this document to Neosho City Hall 203 E. Main Street, Neosho, Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cashier's check, certified check or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed in 7 days from acceptance of bid. Security or building access may apply to the removal of property and the bidder must coordinate with Chief Aaron Houk during normal business hours.

SIGNATURE OF BIDDER:



PRINTED NAME OF BIDDER: _____Greg Hickman_____

BID AGREEMENT FORM
(Must be completed and attached to bid sheet)

I (the buyer) agree to purchase the items for which I have entered bid amounts in the "amounts bid" column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I am agreeing to buy what I bid on in an **"AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.** My signature below certifies that I have read this statement and agree to all terms and conditions of sale.

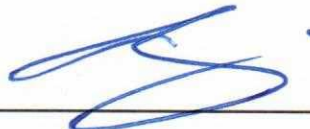
INSPECTION OF PROPERTY: The property offered may be inspected by contacting Chief Aaron Houk at 417-451-8021 between the hours of 8:00 am and 4:00 pm Tuesday through Thursday to arrange an appointment.

BID SUBMITTAL: Bids must be signed by bidder and be delivered by mail or in person in a sealed envelope no later than the date listed this document to Neosho City Hall 203 E. Main Street, Neosho, Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cashier's check, certified check or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed in 7 days from acceptance of bid. Security or building access may apply to the removal of property and the bidder must coordinate with Chief Aaron Houk during normal business hours.

SIGNATURE OF BIDDER: _____

PRINTED NAME OF BIDDER: _____



RYAN SAARI

BID FORM

Purchase Bid Price: (To be completed by bidding party)

You have the opportunity to bid on one or all ATVs.

\$ 1802.00

\$ 1802.00

\$ 1802.00

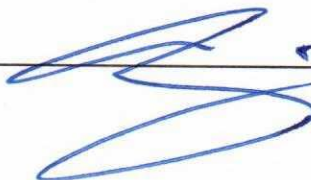
All bids will have to go to the city council for approval. If you are awarded the bid, cars must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the Fire department 417-451-8021 to ensure that all title paperwork is complete and ready.

COMPANY: ONE NATION Distribution LLC

ADDRESS: 800 main St Volant, PA 16156

PHONE: 724 699 9901

EMAIL: RYAN@INDL.com

BY:  RYAN SAARI, Manager

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Scenic Park New Pavilion & Restroom

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Lost Creek Construction LLC Bid
 2. Branco Enterprises Inc. Bid
 3. Marion Company LLC Bid
 4. Signature Dirtwork LLC Bid
-

PURPOSE:

To seek city council's approval to accept a bid for the construction of a new pavilion and restroom at Scenic Park.

BACKGROUND:

Multiple bid packets were sent for the Scenic Park project, which includes the construction of a new pavilion and restroom, as well as the demolition of the old existing restroom facilities.

The budget for this project is \$175,000.

BIDS

1. Lost Creek Construction LLC. — \$73,375.00
2. Branco Enterprises INC. ----\$114,360.00
3. Marion Company, LLC. ---- \$128,432.00
4. Signature Dirtwork LLC.---- \$159,900.00

RECOMMENDATION:

Staff Recommends accepting the bid from Lost Creek Construction, LLC. In the amount of \$73,375.00.

PO Box 892
Racine, Mo 64858-0892

Date	Estimate #
10/30/2025	25

		Project	
Description		Total	
Excavation		8,500.00	
Concrete		12,000.00	
Doors		1,000.00	
Masonry		9,000.00	
Roof Framing		12,700.00	
Electrical & Lighting		5,500.00	
Plumbing		3,900.00	
gutters		550.00	
dumpster		500.00	
Hardware		1,000.00	
Roofing, metal		4,050.00	
Sales Commissions		14,675.00	
Thank you for your business.		Total \$73,375.00	

BID FORM

Description: (To be completed by bidding party)

Demol Bathroom. Build New pavilion with Block
Bath Room, Attach side walk + clean up site when finished
seed + straw.

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

F.O.B. Neosho, MO

Projected Shipping Date: Dec 1 2025 Depending on Weather

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Lost Creek Const.

ADDRESS: PO box 892 Racine Mo

PHONE: 417-850-9837

EMAIL: lostcreekconst@yahoo.com

BY: Mark Schale

BID FORM

Description: (To be completed by bidding party)

Scenic Park Pavilion -

Site prep, Demo of building, Pour concrete slab, Build Pavilion,
ADA unisex restroom, Electrical lighting + Receptacles,
Guttering, Connect Utilities, Stub out electrical 5 ft,
Connect sidewalk to pavilion, Clean up and site restoration

Price(s) for unit(s) meeting enclosed specifications: 114,360.00

F.O.B. Neosho, MO

Projected ~~Shipping~~ ^{Start} Date: 12-01-25

After delivery - payment made on third Tuesday of month delivered

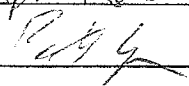
I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Branco Enterprises, Inc

ADDRESS: 12033 E Hwy 86, Neosho, MO 64850

PHONE: 417-451-5250

EMAIL: pcapron@branco.com

BY: 

BID FORM

Description: (To be completed by bidding party)

Base Bid - \$ 128,432.00

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

F.O.B. Neosho, MO

Projected Shipping Date: TBD

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Marion Company, LLC

ADDRESS: 12451 Highway 59. Neosho, Missouri 64850

PHONE: 417-451-5743

EMAIL: estimating@marionllc.net

BY: Tyler Marion - President



SIGNATURE DIRTWORX LLC
11725 GATEWAY DRIVE
NEOSHO MO 64850

Estimate

Date	Estimate #
10/17/2025	623

Name / Address
CITY OF NEOSHO

			Project
Description	Qty	Rate	Total
WE WOULD LOVE TO DO THIS PROJECT FOR THE CITY OF NEOSHO WITH US BEING PART OF THE NEOSHO COMMUNITY. WILL USE THE HIGHEST QUALITY PRODUCTS TO DO THIS JOB. THANK YOU FOR OPPORTUNITY TO BID THIS. WE AS COMPANY STRIVE TO DO OUR PROJECT IN TIMELY MANNER AND KEEP SITES CLEAN DURING CONSTRUCTION PROCESS.			
SITE PREPARATION		0.00	0.00
DEMOLITION OF BUILDING (ALL DEMO MATERIAL WILL BE HAULED OFF SITE AND CLEANED UP)		0.00	0.00
POUR CONCRETE SLAB, BUILD PAVILION AND ONE ADA COMPKIANT UNISEX RESTROOM UNDER PAVILION		0.00	0.00
ELECTRICAL LIGHTING AND RECEPTACLES		0.00	0.00
GUTTERING		0.00	0.00
CONNECT UTILITIES-SEWER AND WATER		0.00	0.00
STUB OUT ELECTRICAL FIVE FEET FROM PAVILION		0.00	0.00
CONNECT SIDEWALK TO PAVILION		0.00	0.00
CLEAN UP AND SITE RESTORATION		0.00	0.00
LABOR TO HAUL		159,900.00	159,900.00
Sales Tax		5.85%	0.00
THANK YOU FOR YOUR BUSINESS		Total	\$159,900.00

BID FORM

Description: (To be completed by bidding party)

We are providing the service demo existing bathroom and providing service building new unisex bathroom and pavilion. To include the following site preparation, demolition of building, pour concrete slab. The build a pavilion and one ada compliant unisex restroom under pavilion. Electrical lighting and receptacles, guttering, connect utilities (sewer & water). Stub out electrical five feet from new pavilion and connect sidewalk to pavilion, clean up the site restoration.

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

F.O.B. Neosho, MO

Projected Shipping Date: 30-45 days from award date

After delivery - payment made on third Tuesday of month delivered

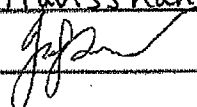
I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Signature Dirtworks LLC

ADDRESS: 12650 Hammer road Neosho, mo

PHONE: 417-499-6752

EMAIL: Travisshane98@gmail.com

BY: 



CITY OF NEOSHO

203 E. MAIN ST.
NEOSHO, MO 64850
(417) 451-8050 PHONE
(417) 451-8065 FAX
WWW.NEOSHOMO.GOV

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until Friday, October 31, 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: Scenic Park Pavillion

Please label the envelope: Scenic Park Pavillion Bid Opening, Friday Oct 31, 2025 at 10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Kenny Balls, Parks Director, at the following address/phone: 417-451-8005, 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 City Code that states:

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

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

Thank you,

David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Project: Demolition, clearing and disposal of debris of old restroom building, and Build a New Pavillion and restroom at Scenic Park, Address 1500 North Main Avenue Neosho Mo 64850

1. Scope of Work

The scope of work includes the following:

- Site preparation
- Demolition of building
- Pour a concrete slab, build a pavillion and one ADA compliant unisex restroom under pavillion
- Electrical lighting and Receptacles
- Guttering
- Connect utilities - Sewer and water
- Stub-out electrical 5 feet from new pavillion
- Connect sidewalk to pavillion
- Clean up and site restoration

2. Specifications

2.1 Demolition of old building, Build Concrete slab, Pavillion, ADA unisex restroom, electrical lighting/receptacles, connect utilities electrical sewer/water, and connect sidewalk to pavillion.

- Demolition will be clearing and removal of debris of the old restrooms. City of Neosho has a disposal site for debris to be taken to.
- Concrete slab will be approximately 24 feet wide x 40 feet long with 4-inch thickness with 2'x2' footings. Concrete slab will run East to West.
- Pavillion will be approximately 24 feet wide x 40 feet long running east to west, with wooden truss system 2ft centers. Metal roof/trim and guttering, the color to match the other restrooms throughout the parks. The ceiling/soffit will be metal/trim approximately 8 feet in height, using 8"x8" posts. Lighting will be approximately 6 - LED lights with dusk to dawn sensor control in pavillion on own dedicated breaker. Install one receptacle at each end of pavillion, mounted to a structural post, with four outlets per receptacle. All receptacles are to be GFCI-protected in accordance with code. Receptacles shall be on their own dedicated breakers.
- Restroom will be approximately 10 feet by 10 feet using split face blocks under pavillion on North side in the center of pavillion with 36" metal door/metal jamb opening to the South with a vacant occupied bathroom lock. Ceiling will be metal with trim. The restroom will have (1) commercial stainless-steel toilet with an automatic flush armature valve, toilet supplied by owner, contractor responsible for automatic flush armature valve. (1) stainless steel urinal with push button flush valve, (1) wall mount divider between toilet and urinal. (1) stainless steel restroom sink with push button timed faucet and hardware. Handrails to meet ADA guidelines. (1) LED ceiling light/exhaust fan with motion detected sensor own dedicated breaker. (1) baby changing station. (1) floor drain. Toilet paper dispenser, hand towel dispenser, and soap dispenser will be supplied by owner.

Restroom to meet all ADA current guidelines.

- Connect utilities - Sewer/water - Water and sewer utilities are located adjacent to the proposed building site and are available for connection. Contractor shall install a clean-out at the point of the new sewer line connection for maintenance access. (Bidder shall confirm exact dimensions before bids are submitted).
- Electrical to be installed in restroom/pavilion and stubbed out 5 feet from pavilion
- Sidewalk - Provide and install new sidewalk sections to connect the existing sidewalk with the new pavilion and the existing playground equipment area. Sidewalk shall be constructed with a minimum thickness of 4 inches. Approximately 75' of 6' wide sidewalk (bidder shall confirm exact dimensions before bids are submitted). Sidewalk shall be ground level. Concrete mix shall meet the requirements for durability and strength for sidewalk, minimum of 3500 psi and 6-inch depth of base rock. Troweled or ¼" wide x 1" deep saw joints shall be placed at distances of 8 to 10 feet intervals.
- Worksite - clean up.

Equipment Schedule:

Note:

This bid should include the start date for this project.

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Bill No. 2025-84: Agreement with Allgeier Martin and Associates for 59 Hwy Improvements

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2025-84 2nd Addendum w AMA RE Hwy 59 Improvements
 2. CA and Insp Services
 3. Bill No. 2024-62 Addendum w AMA RE Hwy 59
-

PURPOSE:

Approve an agreement with ALLGEIER, MARTIN and ASSOCIATES, INC. for construction oversight of the highway 59 project.

BACKGROUND:

The city desires to have AMCE provide inspection services for the construction of Highway 59 Improvements. This project includes improvements to the area of 59 highway between Malcom Mosby Drive to Clemons Drive.

RECOMMENDATION:

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

AN ORDINANCE of the City of Neosho authorizing entering into an Agreement Addendum with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services for improvements on Highway 59, for the not to exceed price of Eighty-Eight Thousand and 00/100 (\$88,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho (“City”) entered into a Professional Engineering Consulting Agreement (“Agreement”) dated April 16, 2024 with Allgeier, Martin and Associates, Inc. (“AMCE”); and

WHEREAS, additional professional engineering services for preparation of construction plans, specifications and bidding documents for securing a contractor for the design of additional turn lanes and asphalt overlay on Highway 59 are needed that extend beyond the scope of the Agreement;

WHEREAS, said project requires a further addendum to the agreement for continued services; and

WHEREAS, the City and AMCE desire to enter into an Agreement Addendum authorizing AMCE to provide additional engineering services.

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

Section 1. That the Agreement Addendum by and between the City of Neosho, Missouri, and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services for preparation of construction plans, specifications and bidding documents for securing a contractor for the design of additional turn lanes and asphalt overlay on Highway 59, for the not to exceed price of Eighty-Eight Thousand and 00/100 (\$88,000.00), a true and accurate copy of said Agreement Addendum 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 Addendum by and on behalf of the City of Neosho.

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

(This space intentionally left blank.)

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk
SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

AGREEMENT ADDENDUM

THIS AGREEMENT ADDENDUM, made and entered into this _____ day of _____, 2025, by the parties identified below.

WHEREAS, the City of Neosho (the City) and Allgeier, Martin and Associates (AMCE) entered into a Professional Engineering Consulting Services Agreement dated the 16th of April, 2024 for professional engineering services; and

WHEREAS, the City desires to have AMCE provide contract administration and inspection services for the construction of Highway 59 Improvements.

WHEREAS, the City and AMCE desire to amend the Contract to incorporate such work;

NOW THEREFORE:

1. The scope of services is hereby amended as set out in Exhibit A, attached to this Contract Addendum.
2. Billing for this scope of service shall be hourly as incurred using the rates established in the professional engineering services agreement but in no event shall expenses for the work contemplated in this addendum exceed **\$88,000.**
3. In all other respects, the Agreement dated the 16th of April 2024 shall remain in full force and effect.

City of Neosho, Missouri:

Allgeier, Martin and Associates, Inc.:

Honorable Richard Davidson, Mayor



Michael Atkinson, Vice President

Attest:

Cheyenne Wright, City Clerk

EXHIBIT A

Scope of Services

ARTICLE I – SCOPE OF SERVICES

- A. **CONSTRUCTION PHASE** – The Engineer will serve as the City's representative for administering the terms of the construction contract between City and their Contractor. Engineer will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:
1. assist the City with a preconstruction conference to discuss project details with the Contractor.
 2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the Contractor's forces;
 3. check shop drawings and review schedules and drawings submitted by the Contractor;
 4. reject work not conforming to the project documents;
 5. prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed;
 6. inspect materials, review material certifications furnished by Contractor, sample concrete, asphalt and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis;
 7. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
 8. be present during critical construction operations, including, but not limited to, the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - c. checking of reinforcing steel prior to concrete placement;
 - d. concrete batching and pouring;
 - e. placement of box culvert elements; and
 - f. placement of surfacing materials.
 9. participate in final inspection, provide the City with copies of project documentation such as diaries, test results, and certifications for the City's records.

ARTICLE II – RESPONSIBILITY OF OWNER

A. CONSTRUCTION PHASE - The Owner will:

1. make information available pertaining to the project which may be in the possession of the Owner;
2. provide Engineer with the Owner's requirements for the project;
3. make provisions for the Engineer to enter upon property at the project site for the performance of duties;
4. designate an employee to act as the Owner's representative to interpret the Owner's policies, renders decisions and transmit instructions for the construction of this project;

AN ORDINANCE of the City of Neosho authorizing entering into an Agreement Addendum with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services for improvements on Highway 59; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho ("City") entered into a Professional Engineering Consulting Agreement ("Agreement") dated April 16, 2024 with Allgeier, Martin and Associates, Inc. ("AMCE"); and

WHEREAS, additional professional engineering services for preparation of construction plans, specifications and bidding documents for securing a contractor for the design of additional turn lanes and asphalt overlay on Highway 59 are needed that extend beyond the scope of the Agreement;

WHEREAS, the City and AMCE desire to enter into an Agreement Addendum authorizing AMCE to provide additional engineering services.

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

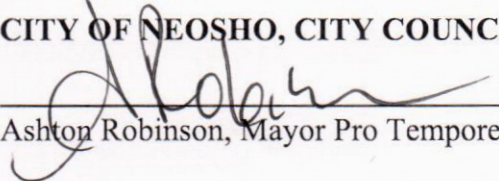
Section 1. That the Agreement Addendum by and between the City of Neosho, Missouri, and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services for preparation of construction plans, specifications and bidding documents for securing a contractor for the design of additional turn lanes and asphalt overlay on Highway 59, a true and accurate copy of said Agreement Addendum 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 Addendum by and on behalf of the City of Neosho.

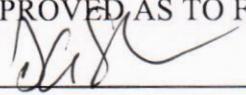
Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 6th day of August, 2024, by a vote of 6-0.

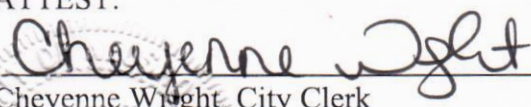
CITY OF NEOSHO, CITY COUNCIL


Ashton Robinson, Mayor Pro Tempore

APPROVED AS TO FORM:


Derek A. Snyder, City Attorney

ATTEST:


Cheyenne Wright, City Clerk


CITY SEAL

AGREEMENT ADDENDUM

THIS AGREEMENT ADDENDUM, made and entered into this 6th day of August, 2024, by the parties identified below.

WHEREAS, the City of Neosho (the City) and Allgeier, Martin and Associates (AMCE) entered into a Professional Engineering Consulting Services Agreement dated the 16th of April, 2024 for professional engineering services; and

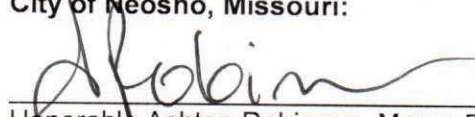
WHEREAS, the City desires to have AMCE prepare construction plans, specifications and bidding documents for the purpose of securing a Contractor for the design of right turn lanes and asphalt overlay on Highway 59 as described in Exhibit B.

WHEREAS, the City and AMCE desire to amend the Contract to incorporate such work;

NOW THEREFORE:

1. The scope of services is hereby amended as set out in Exhibit A, attached to this Contract Addendum.
2. Billing for this scope of service shall be hourly as incurred using the rates established in the professional engineering services agreement but in no event shall expenses for the work contemplated in this addendum exceed \$125,000.
3. In all other respects, the Agreement dated the 16th of April 2024 shall remain in full force and effect.

City of Neosho, Missouri:



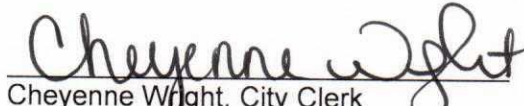
Honorable Ashton Robinson, Mayor Pro
Tempore

Allgeier, Martin and Associates, Inc.:



Michael Atkinson, Vice President

Attest:



Cheyenne Wright, City Clerk



EXHIBIT A

Scope of Services

ARTICLE I – SCOPE OF SERVICES

A. **DESIGN PHASE** - The Engineer will:

1. prepare construction plans, contract documents and specifications to improve and overlay approximately 2850 linear feet of Highway 59 starting at approximately 600 feet south of Highway 60 to Malcolm Mosby Drive including the addition of right turn lanes at the intersections of Industrial Drive and Clemons Drive. Work will also include the evaluation of stormwater facilities at intersections and evaluation of traffic signals. Conceptual calculations based upon aerial images, historical costs and measurements suggests an estimated **construction cost of \$1,121,000.**
2. coordinate the planning and design with the Owner;
3. conduct topographic, boundary and utility survey's for design purposes. It is contemplated that some of the work may be performed beyond the existing right of way and will require permanent/temporary easement acquisition;
4. perform site visits for the purpose of determining, if any, special needs that should be addressed such as utility relocation requirements, drainage requirements, pavement requirements, geometric considerations, and evaluation of existing facilities/improvements that may be affected by the proposed work;
5. prepare preliminary plans illustrating the nature of improvements, project limits and proposed improvements.
6. quantify areas to be improved and compute estimated quantities for the purpose of preparing estimated construction costs and a bid schedule for the contract documents;
7. submit copy of preliminary plans, estimates, and recommendations for review by the City;
8. if needed, send plans to utility companies for notification and possible relocation purposes;
9. based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications, and related documents as necessary for the purpose of soliciting bids for constructing the project.

B. **BIDDING PHASE** - The Engineer will:

1. upon acceptance of the final plans and as authorized by the City, the Engineer will provide the City with a list of qualified area bidders and assist the City in advertising for bids, including contacting, and distributing plans to qualified bidders in the area;
2. assist the City in evaluating bids and make recommendation for award for City's consideration.

C. **CONSTRUCTION PHASE** – (To be determined at a later date):

ARTICLE II – RESPONSIBILITY OF OWNER

A. **DESIGN PHASE** - The Owner will:

1. make information available pertaining to the project which may be in the possession of the Owner;
2. provide Engineer with the Owner's requirements for the project;
3. make provisions for the Engineer to enter upon property at the project site for the performance of duties;
4. examine all studies and layouts developed by the Engineer and render decisions thereon in a prompt manner so as not to delay the Engineer;
5. designate an employee to act as the Owner's representative to interpret the Owner's policies, renders decisions and transmit instructions for the design of this project;

Exhibit B

Project: Highway 59 Improvements

Scope:

- Add turn lanes to NBL at Industrial and Clemons Drives including EBL on Industrial Drive
- Overlay from NBL and SBL starting at the state maintenance line south of Highway 60 to Malcolm Mosby Drive
- Upgrade left turn signals, including general signal repairs and maintenance

Estimate Date: 7/1/2024

Engineer(s): Michael Atkinson, P.E.

NO. GENERAL	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
201-30.00	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 10,000.00	\$ 10,000.00
203-10.00	CLASS A EXCAVATION	CY	1100	\$ 15.00	\$ 16,500.00
203-60.00	COMPACTING EMBANKMENT	CY	1100	\$ 28.00	\$ 30,800.00
207-10.00	LINEAR GRADING CLASS 1	STA	11	\$ 2,000.00	\$ 22,000.00
210-10.06A	SUBGRADE COMPACTION (6 IN. DEPTH)	STA	11.00	\$ 2,200.00	\$ 24,200.00
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SQYD	3500	\$ 13.00	\$ 45,500.00
403-01.03	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP125C MIX)	TONS	4400	\$ 125.00	\$ 550,000.00
403-03.06	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP250C MIX)	TONS	1900	\$ 90.00	\$ 171,000.00
407-10.05	TACK COAT	GALS	3000	\$ 3.00	\$ 9,000.00
608-30.08	8 IN. CONCRETE MEDIAN STRIP	SQYD	35.00	\$ 100.00	\$ 3,500.00
616-10.05	CONSTRUCTION SIGNS	SQFT	750	\$ 12.00	\$ 9,000.00
616-10.10	RELOCATED SIGNS	SQFT	52	\$ 20.00	\$ 1,040.00
616-10.25	CHANNELIZER (TRIM LINE)	EA	300	\$ 20.00	\$ 6,000.00
616-10.30	TYPE III MOVEABLE BARRICADE	EA	15	\$ 210.00	\$ 3,150.00
616-10.40	FLASHING ARROW PANEL	EA	2	\$ 2,500.00	\$ 5,000.00
616-10.70	TUBULAR MARKER	EA	10	\$ 100.00	\$ 1,000.00
618-10.00	MOBILIZATION	LS	1	\$ 40,000.00	\$ 40,000.00
620-70.01	PAVEMENT MARKING REMOVAL	LF	1000	\$ 3.00	\$ 3,000.00
620-00.15	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	LF	480	\$ 25.00	\$ 12,000.00
620-00.21	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	30	\$ 400.00	\$ 12,000.00
620-00.42	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES	EA	20	\$ 35.00	\$ 700.00
620-60.01C	4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	LF	5800	\$ 3.00	\$ 17,400.00
620-59.02A	6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	16000	\$ 4.00	\$ 64,000.00
620-61.08A	8 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	LF	383	\$ 4.50	\$ 1,723.50
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 6,000.00	\$ 6,000.00
806-99.01	SEEDING AND MULCHING	LS	1	\$ 3,500.00	\$ 3,500.00
806-99.28	MAINTAIN SWPPP, INCLUDING REPORTING REQUIREMENTS	LS	1	\$ 8,000.00	\$ 8,000.00
Subtotal General =					\$ 1,081,013.50

NO. SIGNALS	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
902-02.11	SIGNAL HEAD, TYPE 1S	EA	5	\$ 700.00	\$ 3,500.00
902-05.11	SIGNAL HEAD, TYPE 1B	EA	8	\$ 1,100.00	\$ 8,800.00
902-08.33	SH-FLAT SHEET - SIGNAL SIGN	SF	81.00	\$ 28.00	\$ 2,268.00
902-08.34	SIGNAL SIGN, MOUNTING HARDWARE	EA	9.00	\$ 275.00	\$ 2,475.00
902-91.00	BASE, CONCRETE (2 Bases)	CUYD	6.20	\$ 1,500.00	\$ 9,300.00
903-10.10	CONCRETE FOOTINGS, EMBEDDED	CUYD	1.80	\$ 1,600.00	\$ 2,880.00
903-12.10	STRUCTURAL STEEL POSTS (BACKING BARS)	LB	130	\$ 16.00	\$ 2,080.00
903-12.20	PIPE POSTS	LB	390	\$ 9.00	\$ 3,510.00
903-12.70A	2 IN. PSST POST - 12 GA.	LF	96	\$ 50.00	\$ 4,800.00
903-12.71	POST ANCHOR FOR 2 IN. PSST - 12 GA.	LF	24	\$ 16.00	\$ 384.00

Subtotal Signals = \$ 39,997.00

Construction Total = \$ 1,121,010.50

Design Engineering					
	Survey (Topographic, Utility and Property/Right of Way)				\$ 12,000.00
	Engineering Design (Fee Curve Percentage)			10.1%	\$ 113,000.00
Design Phase					\$ 125,000.00

Estimated Contract Administration, Construction Engineering and Inspection					
	Contract Administration (3-Months)				\$ 28,000.00
	Construction Engineering and Inspection (3-Months)				\$ 60,000.00
Contract Administration, Construction Engineering and Inspection Amount					\$ 88,000.00

Total Project Cost \$ 1,334,010.50

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Bill No. 2025-85: Amendment to the MoDOT NPE Grant for Neosho Airport T-Hangers

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2025-85 Amendment to the MoDOT NPE Grant for the Neosho Airport_T-Hangers
 2. MoDOT NPE Grant Amendment Neosho Airport
-

PURPOSE:

The purpose of this item is to gain the council's approval of an amendment to the existing MoDOT grant for the construction of 5 T-Hangers at the Neosho airport.

BACKGROUND:

The city approved an application for a MoDOT Aviation grant to construct 5 T-Hangers at the airport for an amount of \$60,000. The grant amendment adds \$204,555 of available funds to the project with a local match of \$23,201 associated with those funds.

RECOMMENDATION:

Staff recommends the City Council authorizes the grant amendment.

AN ORDINANCE of the City of Neosho, Missouri, authorizing a Missouri Highways and Transportation Commission Amendment to State Block Grant Agreement between the City of Neosho, Missouri Highways and Transportation Commission and the Federal Aviation Administration for accepting a grant in the amount for funding of the T-Hangar Project at the Neosho Hugh Robinson Airport in the amount of \$204,555.00, and to commit and appropriate local matching funds in the not to exceed amount of Twenty-three Thousand Two Hundred One and 00/100 Dollars (\$23,201.00), and authorizing the City Manager to execute all necessary documents for said agreement.

WHEREAS, the Federal Aviation Administration and the Missouri Highways and Transportation Commission has allocated federal and State of Missouri assistance for improvements of airport infrastructure; and

WHEREAS, the City of Neosho, approved by Resolution 2024-54 for application of construction grant for five-unit T-Hangar at the Neosho Hugh Robinson Airport; and

WHEREAS, the City of Neosho was originally awarded funding in the sum not to exceed \$60,000.00; and

WHEREAS, additional funding as now been awarded to the City of Neosho.

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

Section 1. Amendment to State Block Grant Agreement between the City of Neosho, Missouri Highways and Transportation Commission and the Federal Aviation Administration for accepting a grant in the amount for funding of the T-Hangar Project at the Neosho Hugh Robinson Airport in the amount of \$204,555.00, and to commit and appropriate local matching funds in the not to exceed amount of Twenty-three Thousand Two Hundred One and 00/100 Dollars (\$23,201.00); a true and accurate copy of said Agreement Addendum 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 Grant Agreement by and on behalf of the City of Neosho.

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

(This space intentionally left blank.)

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 07/25 (MWH)
Modified:

Sponsor: City of Neosho
Project No. 24-096A-1

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement, 2025-03-86589, executed by the Sponsor on April 10, 2025, and executed by the Commission on April 25, 2025, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Sixty Thousand Dollars \$60,000) to the Sponsor to assist with Construct 5 Unit-T-Hangar Phase II; and

WHEREAS, the Commission previously approved funds for Construct 5 Unit-T-Hangar Phase II; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Construct 5 Unit-T-Hangar Phase II.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Construct 5 Unit-T-Hangar Phase II.

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

(1) **ADDITIONAL GRANT:** The Commission grants to the Sponsor an additional sum not to exceed Two Hundred Sixteen Thousand One Hundred Sixty-Two Dollars (\$204,555) for Construct 5 Unit-T-Hangar Phase II subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Twenty-Three Thousand Two Hundred One Dollars (\$23,201) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(B) The project will be carried out in accordance with the assurances

(Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before December 31, 2025, or such subsequent date as may be prescribed in writing by the Commission.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Amendment Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Amendment Agreement as if fully written in this Amendment Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Sponsor on _____(date).

Executed by Commission on _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF NEOSHO

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No.: _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF NEOSHO

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Bill No. 2025-86: MoDOT IIJA Grant for T-Hanger Project at Neosho Airport

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2025-86 MoDOT IIJA Grant for T-Hanger Project at Neosho Airport
 2. MoDOT IIJA Grant for Neosho Airport
-

PURPOSE:

The purpose of this item is to gain the council's acceptance of a MoDOT Aviation grant to construct 5-Hangars at the Neosho Airport.

BACKGROUND:

The City of Neosho has approved the construction of 5 T-Hangars at the Neosho airport. Acceptance of this grant provides the bulk of the funding for the project. The IIJA grant adds \$584,055 federal dollars to the project with a \$30,741 local match requirement to those dollars.

RECOMMENDATION:

Staff recommends that the City Council accepts the MoDOT Aviation grant.

AN ORDINANCE of the City of Neosho, Missouri, authorizing a Missouri Highways and Transportation Commission Airport Infrastructure Grant Agreement between the City of Neosho, Missouri Highways and Transportation Commission and the Federal Aviation Administration for accepting a grant in the amount for funding of the T-Hangar Project at the Neosho Hugh Robinson Airport in the amount of \$584,055.00, and to commit and appropriate local matching funds in the not to exceed amount of Thirty Thousand Seven Forty-One and 00/100 Dollars (\$30,741.00) and authorizing the City Manager to execute all necessary documents for said agreement.

WHEREAS, the Federal Aviation Administration and the Missouri Highways and Transportation Commission has allocated federal and State of Missouri assistance for improvements of airport infrastructure; and

WHEREAS, the City of Neosho, approved by Resolution 2024-54 for application of construction grant for five-unit T-Hangar at the Neosho Hugh Robinson Airport; and

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

Section 1. That the Missouri Highways and Transportation Commission Airport Infrastructure Grant Agreement between the City of Neosho, Missouri Highways and Transportation Commission and the Federal Aviation Administration for accepting a grant in the amount for funding of the T-Hangar Project at the Neosho Hugh Robinson Airport in the amount of \$584,055.00 and for the City to commit and appropriate local matching funds in the not to exceed amount of Thirty Thousand Seven Forty-One and 00/100 Dollars (\$30,741.00); a true and accurate copy of said Agreement Addendum 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 Grant Agreement by and on behalf of the City of Neosho.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

CCO FORM: MO24

Approved: 12/23 (MWH)

Revised: 08/25 (MWH)

Modified:

Sponsor City of Neosho

Project No. 24-096A-1

Airport Name Neosho Hugh Robinson
Airport

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT INFRASTRUCTURE GRANT AGREEMENT**

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
11. RECOVERY OF FEDERAL FUNDS
12. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
13. PAYMENT
14. ADMINISTRATIVE/AUDIT REQUIREMENTS
15. ASSURANCES/COMPLIANCE
16. LEASES/AGREEMENTS
17. NONDISCRIMINATION ASSURANCE
18. CANCELLATION
19. VENUE
20. APPLICABLE LAWS AND REGULATIONS
21. WORK PRODUCT
22. CONFIDENTIALITY
23. NONSOLICITATION
24. DISPUTES
25. INDEMNIFICATION
26. INSURANCE
27. HOLD HARMLESS
28. NOTIFICATION OF CHANGE
29. DURATION OF GRANT OBLIGATIONS
30. AMENDMENTS
31. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
32. ASSIGNMENT

- 33. BANKRUPTCY
- 34. COMMISSION REPRESENTATIVE
- 35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
- 36. BAN ON TEXTING WHILE DRIVING
- 37. TRAFFICKING IN PERSONS
- 38. SUSPENSION OR DEBARMENT
- 39. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER
- 40. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
- 41. EMPLOYEE PROTECTION FROM REPRISALS

SECTION III – PLANNING

- 42. AIRPORT LAYOUT PLAN
- 43. AIRPORT PROPERTY MAP
- 44. ENVIRONMENTAL IMPACT EVALUATION
- 45. EXHIBIT "A" PROPERTY MAP
- 46. SOLID WASTE RECYCLING PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 47. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 48. ENGINEER'S DESIGN REPORT
- 49. GEOMETRIC DESIGN CRITERIA
- 50. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

- 51. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
- 52. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- 53. WAGE LAWS
- 54. COMPETITIVE SELECTION OF CONTRACTOR
- 55. REVIEW OF BIDS AND CONTRACT AWARD
- 56. NOTICE TO PROCEED
- 57. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
- 58. LABOR STANDARDS INTERVIEWS
- 59. AIR AND WATER QUALITY
- 60. FILING NOTICE OF LANDING AREA PROPOSAL
- 61. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
- 62. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
- 63. RESPONSIBILITY FOR PROJECT SAFETY
- 64. RECORD DRAWINGS
- 65. PROHIBITED TELECOMMUNICATIONS
- 66. BUY AMERICAN
- 67. BUILD AMERICA, BUY AMERICA

SECTION VII – SPECIAL CONDITIONS

68. SPECIAL CONDITIONS

SECTION VIII – GRANT ACCEPTANCE

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Neosho (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Infrastructure Grant ("AIG") Program.

WHEREAS, the FAA has entered a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the Commission for the administration of AIG funds for airport planning, development, and noise program implementation projects conforming to Public Law (117-58), as permitted under Title 49 United States Code (USC) §47128 at non-primary airports in the State (covered airports); and

WHEREAS, the Commission, as an approved SBGP participant, has the administrative responsibility to administer AIG funds for Sponsors of covered airports; and

WHEREAS, the Commission has submitted to the FAA a Block Grant Project Application dated September 5, 2023, for a Grant of Federal funds at or associated with Missouri SBGP Airports, which is a covered airport in Missouri and is included as part of this AIG State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer, and the Commission has accepted the terms of FAA's Grant Offer; and

WHEREAS, in consideration of the promises, representations, and assurances provided by the Commission, the FAA has approved the State Block Grant Project Application to provide AIG Grant funds (hereinafter, "Grant") to the Commission for eligible and justified projects (hereinafter, "Projects") for covered airports; and

WHEREAS, the Commission has been selected by FAA to administer federal funds under AIG program; and

WHEREAS, the Sponsor has applied to the Commission for a sub-grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Construct 5 Unit-T-Hangar Phase II;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the State Block Grant Project Application for AIG funds; and in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance under the AIG grant program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to **December 31, 2028**. The Commission's assistant chief engineer may for good cause as shown by the Sponsor in writing extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence to title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed **Five Hundred Eighty-Four Thousand Fifty-Five Dollars (\$584,055)** for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed **Thirty Thousand Seven Hundred Forty-One Dollars (\$30,741)**.

(A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: AIG grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475. The Sponsor must not include any costs in the projects funded with this grant that are ineligible or unallowable in accordance with Public Law 117-58, Division J, Title VIII.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to

amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before **December 31, 2025**, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109, the regulations, the Secretary of Transportation's (Secretary's) policies and procedures and the Act(s) reference above, as may be applicable. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.

(10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws including but not limited to BIL (Public Law 117-58), statutes, and regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees, to report to the Commission any disengagement from funding eligible expenses under this Agreement and any subgrants hereto that exceed three (3) months or a twenty-five percent (25%) reduction in time devoted to the project and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Agreement.

(11) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project(s) upon which Federal funds have been expended. For the purpose of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must obtain the approval of the Commission as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor must furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Commission.

(12) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under

this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(13) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or lump sum payments upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) of this paragraph of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance, and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends one million dollars (\$1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation ("MoDOT" or "Department") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than one million dollars (\$1,000,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for

review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, Airport Sponsors (Bipartisan Infrastructure Law), or Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2011) Assurances, or Planning Agency (May 2022) Assurances, and all information require by 2 CFR §200.332 and current FAA Advisory Circulars (ACs) for AIG projects and/or the Commission's specifications. These assurances, ACs, and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications, and current "FAA Airport Compliance Manual" and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(16) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value (FMV) income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(17) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA). In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the

Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of this paragraph of this Agreement in every subcontract, including procurements of

materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(18) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(21) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the

Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(23) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, 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, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(24) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(25) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and Department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(26) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public

entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(28) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
kyle.lepage@modot.mo.gov

Sponsor: **Richard Leavens**
Development Services Director
City of Neosho
203 E. Main Street
Neosho, MO 64850
417.451.8050
rleavens@neoshomo.gov

For to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(29) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. This paragraph equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

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

(31) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(32) ASSIGNMENT: The Sponsor shall not assign, transfer, or delegate any

interest in this Agreement without the prior written consent of the Commission.

(33) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(35) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252). This Agreement is subject to the award terms within 2 CFR Part 170.

(36) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(37) TRAFFICKING IN PERSONS:

(A) POSTING OF CONTACT INFORMATION: The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

(B) PROVISIONS APPLICABLE TO A RECIPIENT THAT IS A PRIVATE ENTITY: The Sponsor recipient, sponsor's employees, subrecipients under this Grant, and

subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

(C) The FAA and the Commission may unilaterally terminate this Grant, without penalty, if the Sponsor that is a private entity:

1. Is determined to have violated a prohibition in subparagraph (A) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in subparagraph (A) of this Grant Condition through conduct that is either:
 - A. Associated with performance under this Grant; or
 - B. Imputed to Sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(D) PROVISION APPLICABLE TO A RECIPIENT OTHER THAN A PRIVATE ENTITY: FAA and the Commission may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in subparagraph (A) of this Grant Condition; or
2. Has an employee who is determined by the Commission to have violated an applicable prohibition in subparagraph (A) of this Grant Condition through conduct that is either:
 - A. Associated with performance under this Grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(E) PROVISIONS APPLICABLE TO ANY RECIPIENT:

1. Sponsor must inform the Commission immediately of any information Sponsor received from any source alleging a violation of a prohibition in paragraph (A) of this Grant Condition.

2. FAA and the Commission's right to terminate unilaterally that is described in subparagraph (A) or (B) of this Grant Condition:

A. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 USC §7104(g)], and

B. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. Sponsor must include the requirements of subparagraph (A) of this Grant Condition in any subgrant made to a private entity.

(F) DEFINITIONS: For purposes of this Grant Condition:

1. "Employee" means either:

A. An individual employed by Sponsor or a subrecipient who is engaged in the performance of the project or program under this Grant; or

B. Another person engaged in the performance of the project or program under this Grant and not compensated by Sponsor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

A. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.

B. Includes:

I. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR §175.25(b).

II. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 USC §7102).

(38) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(39) SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for SAM: Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(40) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body, described in subparagraph (B) of this paragraph of this Agreement, information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) PERSONS AND BODIES COVERED: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal office or employee responsible for oversight or management at the relevant agency;
5. A court or grand jury;
6. A management official of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) SUBMISSION OF COMPLAINT: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (A) of this paragraph of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) TIME LIMITATION FOR SUBMITTAL OF A COMPLAINT: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) REQUIRED ACTIONS OF THE INSPECTOR GENERAL: Actions,

limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) ASSUMPTION OF RIGHTS TO CIVIL REMEDY: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(42) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(43) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(44) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(45) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by

the Commission on **October 26, 2020**, is incorporated herein by reference.

(46) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(47) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) EXISTING FEE TITLE INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) EXISTING EASEMENT INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(48) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(49) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor

may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(50) PLANS, SPECIFICATIONS, AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications, and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

(C) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

(D) The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

(E) If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(51) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(52) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction

progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(53) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 USC §327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(54) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(55) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(56) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(57) DISADVANTAGED BUSINESS ENTERPRISES (DBEs)-CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(58) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(59) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(60) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.

(61) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120)

days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over twenty feet (20') in height or use of construction equipment over twenty feet (20') tall. It is not necessary for routine construction projects unless they include above ground installations.

(62) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(63) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(64) RECORD DRAWINGS: The Sponsor shall provide one (1) set of digital as-built construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the approved updated ALP to the FAA Central Region office.

(65) PROHIBITED TELECOMMUNICATIONS: The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 §889(f)(1)] and 2 CFR §200.216.

(66) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 USC §50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every

contract.

(67) BUILD AMERICA, BUY AMERICA: The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(68) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the Commission or the FAA, as described by 49 §47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 USC §47107(a)(16).

(B) LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

(C) INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees:

1. Prior to commissioning, to assure the equipment meets the FAA's standards; and

2. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

(D) MASTER PLAN COORDINATION: The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The State and Sponsor agree to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

(E) AIRPORT LAYOUT PLAN COORDINATION: The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan (ALP) or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(F) PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive

Maintenance—Management, which is codified at 49 USC §47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow the current version of FAA Advisory Circular 150/5380–6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

(I) Location of all runways, taxiways, and aprons;

(II) Dimensions;

(III) Type of pavement; and

(IV) Year of construction or most recent major reconstruction, rehabilitation, or repair.

B. Inspection Schedule.

(I) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380–6, the frequency of inspections may be extended to three years.

(II) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

C. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- (I) Inspection date;
- (II) Location;
- (III) Distress types; and

(IV) Maintenance scheduled or performed.

D. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

(G) PROJECT CONTAINING PAVING WORK IN EXCESS OF \$500,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting

those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.

3. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

(H) MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that Airport Improvement Program (AIP), AIG, or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

(I) PROTECTION OF RUNWAY PROTECTION ZONE - AIRPORT PROPERTY: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission.

(J) PROTECTION OF RUNWAY PROTECTION ZONE – EASEMENT: The Sponsor, under the easement, agree to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(K) PLANS AND SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The Sponsor agrees that the Commission's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the

project in accordance with policies, standards, and specifications approved by the Commission. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to published FAA airport development grant standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under this Grant.

(L) BUY AMERICAN EXECUTIVE ORDERS: The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(M) Mothers' Rooms: As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

(N) Usable Unit of Development: The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

(O) Duffy Plaintiff Special Term: Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by Sponsor on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF NEOSHO

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Commission Counsel

Ordinance No. _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF NEOSHO:

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

EXHIBIT 1
ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility, or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in

full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger

enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement

subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of

49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- c. Hatch Act – 5 U.S.C. § 1501, et seq.¹
- d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.¹
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
- j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

- k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to private sponsors.

² 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ³ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such

audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under

Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

ASSURANCES

NON-AIRPORT SPONSORS UNDERTAKING NOISE COMPATIBILITY PROGRAM PROJECTS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired throughout the useful life of the project items installed under a project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49, U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- p. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- q. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- r. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

- s. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- t. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- u. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- v. 49 CFR Part 41 – Seismic Safety

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

- a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
- b. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which

would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be approved in advance by the Secretary.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consistency with Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an

independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

9. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

10. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

11. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

12. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

13. Operation and Maintenance.

It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

14. Hazard Prevention.

It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

15. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

16. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

17. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting

or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

18. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

19. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

20. Disposal of Land

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the

discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

- b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

21. Relocation and Real Property Acquisition

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

22. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's Disadvantaged Business Enterprises (DBE) program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 to 3809, 3812).

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Bill No. 2025-87: Ordinance ratifying Resolution No. 2025-41

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2025-87 Ratifying Resolution Bill No. 2025-41 Surplus of PD Vehicles

PURPOSE:

To ratify Resolution No. 2025-41 surplus of government property.

BACKGROUND:

I wanted to inform you that the police department will be trading in three of our police vehicles to Joe Machens Ford. The vehicles will be ready for pickup during the week of November 5th. In light of this, I wanted to mention that our new fleet arrived earlier than expected, which means that the staff did not have the chance to surplus these vehicles before they are turned over to Joe Machens.

RECOMMENDATION:

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

AN ORDINANCE of the City of Neosho, Missouri ratifying Resolution No. 2025-41 to approve of declaring certain personal property as surplus; and authorizing the City Manager to execute the appropriate documents for sale/trade-in and disposal of the same.

WHEREAS, the City of Neosho Police Department has obtained certain personal property; and

WHEREAS, it is in the best interest of the City of Neosho, Missouri, and the Police Department to periodically review and dispose of property that is no longer needed for municipal purposes; and

WHEREAS, the City of Neosho Police Department has determined that three patrol vehicles are no longer necessary for the operations of the City's Police Department; and

WHEREAS, the disposal of surplus property should be conducted in a manner consistent and compliant with federal law, state law, the City Charter, the City Code, and with generally accepted accounting principles; and

WHEREAS, such disposal should be at the best possible value for the benefit of the public's funds; and

WHEREAS, on November 4, 2025, Resolution No. 2025-41 was approved and the City Council resolved to surplus certain personal property to effectuate the trade-in and purchase transaction for the Neosho Police Department; and

WHEREAS, the City Council has determined to ratify Resolution No. 2025-41 and approve of the declaration sale/trade-in and disposal of said surplus personal property.

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

Section 1. The City of Neosho, Missouri, hereby declares the following three patrol vehicles as surplus property:

- 2014 Dodge Charger 2C3CDXKT0EH358062
- 2014 Ford Explorer 1FMSK8AE6EGCO2556
- 2021 Dodge Charger 2C3CDXAT8MH628574

Section 2. That the City Manager is hereby authorized to execute the appropriate documents for the sale/trade-in to dispose of said property on behalf of the City of Neosho.

Section 3. That this Ordinance shall be in full force and effect on November 4, 2025.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Resolution Bill No. 2025-38: MOU with Area Agency on Aging for Senior Center Support

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2025-38 MOU with AAA for Senior Center Support
 2. MOU - City to Area Agency on Aging - temp funding w repayment-revised
-

PURPOSE:

To request approval of the MOU with Area Agency on Aging for Senior Center support during the federal government shutdown.

BACKGROUND:

During a special session of council on October 23, 2025, council approved up to \$16,000.00 to ensure that the Senior Center was still able to offer hot lunch. After the government shutdown, AAA will be able to put in for reimbursement for these costs and reimburse the city. This is the MOU for the expenditure of those funds and repayment.

RECOMMENDATION:

Council approve Resolution Bill No. 2025-38 and authorize the mayor to sign.

Resolution Bill No. 2025-38

A RESOLUTION of the City of Neosho, Missouri, approving a Memorandum of Understanding Agreement by and between the City of Neosho and Area Agency on Aging, Region X, for the purpose of authorizing temporary funding assistance with reimbursement; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, Area Agency on Aging provides support and assistance within the City at the Neosho Senior Center; and

WHEREAS, Area Agency on Aging has experienced funding delays due federal government budget delays and State of Missouri funding delays; and

WHEREAS, the City desires to provide temporary assistance to the Area Agency on Aging through a short-term repayment plan that would provide up to \$16,000.00 in available funds to the Area Agency on Aging for use in the Agency programs for Neosho residents, with those funds to be repaid to the City upon resolution of the federal and/or State of Missouri funding for said Area Agency on Aging; and

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

That the Memorandum of Understanding Agreement by and between the City of Neosho and Area Agency on Aging, Region X, for the purpose of authorizing temporary funding assistance with reimbursement; 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.

BE IT FURTHER RESOLVED, this Resolution shall be effective as of ____ day of November, 2025.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 4th day of November, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

Resolution Bill No. 2025-38

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This memorandum of understanding and agreement (herein "MOU") is made on this 28th day of OCTOBER, 2025, by and between the City of Neosho, a Missouri Municipal Corporation (hereinafter referred to as "City"), and the Area Agency on Aging, Region X, (hereinafter referred to as "Agency"), collectively referred to as the "Parties."

WHEREAS, Agency provides support and assistance within the City at the Neosho Senior Center; and

WHEREAS, Agency has experienced funding delays due federal government budget delays and State of Missouri funding delays; and

WHEREAS, the City desires to provide temporary assistance to the Agency through a short-term repayment plan that would provide up to \$16,000.00 in available funds to the Agency for use in the Agency programs for Neosho residents, with those funds to be repaid to the City upon resolution of the federal and/or State of Missouri funding for said Agency; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Agency agree as follows:

City agrees to provide funding in the amounts of \$4,000.00 each week for the aggregate assistance not to exceed \$16,000.00 and the same to be paid as invoiced from the Agency.

The Agency agrees to invoice the City for the monies needed each week to continue assistance programs for Neosho residents in the typical manner as conducted by the Agency.

The Agency further agrees to use monies provided by City to continue assistance programs at the Neosho Senior Center in the typical manner as conducted by the Agency.

The Agency further agrees, upon resolution of federal and/or State of Missouri funding, to seek reimbursement for services made possible by the funding enabled through the City and upon receipt of back funding or reimbursement from federal or State of Missouri funding sources, that Agency will reimburse the City for any amounts provided under this MOU.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and approved and is effective and operative as to each of the parties as herein provided.

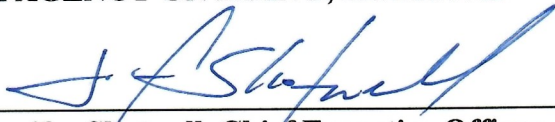
CITY OF NEOSHO, MISSOURI

By: _____
Richard Davidson, Mayor

ATTEST:

By: _____
Cheyenne Wright, City Clerk

AREA AGENCY ON AGING, REGION X

By:  _____
Jennifer Shotwell, Chief Executive Officer

ATTEST:

By: _____
, Secretary

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Resolution Bill No. 2025-39: MOU with Neosho FD and Camp Crowder

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Res. Bill No. 2025-39 MOU with Camp Crowder Training Center_Fire Dept
 2. Memo of Understanding - Camp Crowder (11 Aug 2025)
-

PURPOSE:

The purpose of this agenda item is to update our current MOU with Camp Crowder.

BACKGROUND:

This is an updated MOU with Camp Crowder for fire and emergency services. I was contacted by Lt. McNutt, the Base Operations Commander, and asked if we could update our MOU for Camp Crowder. His superior officers have requested this update. This item has been sent to and received approval from the city attorney.

RECOMMENDATION:

Staff recommends Council approval and for the mayor to sign.

Resolution Bill No. 2025-39

A RESOLUTION of the City of Neosho, Missouri, approving a Memorandum of Agreement between the City of Neosho Fire Department and the Department of the Army for the purpose of providing fire protection and emergency services to Camp Crowder Training Center and authorizing the Neosho Fire Chief to execute the same by and on behalf of the City of Neosho.

WHEREAS, Camp Crowder Training Center lacks the trained personnel and equipment required to respond to an emergency; and

WHEREAS, the City of Neosho Fire Department is equipped to provide emergency services; and

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

That the Memorandum of Agreement between the City of Neosho Fire Department and the Department of the Army for the purpose of providing fire protection and emergency services to Camp Crowder Training Center, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

BE IT FURTHER RESOLVED, the Neosho Fire Chief is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 4th day of November, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

, Mayor

APPROVED AS TO FORM:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

SEAL

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSOURI NATIONAL GUARD
AND
THE NEOSHO FIRE DEPARTMENT
FOR
FIRE RESPONSE AND EMERGENCY SERVICES FOR CAMP CROWDER

This is memorandum of understanding (MOU) is made and entered into between the Missouri National Guard (“MONG”) and the Neosho Fire Department, located in Neosho, Missouri. When referred to collectively, the MONG and the Neosho Fire Department are referred to as the “Parties.”

1. **BACKGROUND:** The MONG operates the Camp Crowder Training Site in the Neosho Fire Department’s jurisdiction. MONG does not have organic fire response services on Camp Crowder. This MOU documents fire response services between MONG and the Neosho Fire Department.

2. **AUTHORITIES:** 42 USC 1856a, 15 USC 2210, Section 41.170, RSMo, AR 420-1, AR 420-5.

3. **PURPOSE:** This MOU establishes a framework for collaboration and coordination between the Parties, with the goal of enhancing the effectiveness of emergency response measures at the Camp Crowder Training Site. Nothing in this MOU is intended to, or should be construed to create a partnership, agency, joint venture, or employment relationship. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party. This MOU outlines the fire response and emergency services provided by the Neosho Fire Department for the Camp Crowder Training Site.

4. **UNDERSTANDINGS OF THE PARTIES:**

4.1. The MONG—

4.1.1. Will provide the Neosho Fire Department access to the Camp Crowder Training Site to conduct assessments to determine necessary response equipment, routes, and familiarization of the Camp Crowder Training Site.

4.1.1. Will (when seeking fire and emergency response services) provide (as best as practical) the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the Neosho Fire Department.

4.1.2. Will identify the Officer-in-charge when seeking fire response and emergency response services.

4.2. The Neosho Fire Department—

4.2.1. Will provide fire and emergency response services with a standard of care, skill, timeliness and diligence that is consistent with applicable law and regulations within the fire and emergency response field that it provides to all entities within its jurisdiction, including but not limited duties involving:

4.2.1.1. firefighting equipment and personnel,

4.2.1.2. basic medical support,

4.2.1.3. basic and advanced life support,

4.2.1.4. hazardous material containment and confinement, and

4.2.1.5. special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

4.2.2. Will report to the officer in charge of the MONG at the location to which the equipment is dispatched, and will be subject to the orders of that official.

4.2.3. Will use equipment provided by the Neosho Fire Department in carrying out this agreement; and all personnel acting for the Neosho Fire Department under this agreement will be an employee or volunteer member of the Neosho Fire Department.

4.3. The Parties waive all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel, as well as ensuring that their personnel comply with applicable labor and employment laws.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (“POC”). The Parties agree to maintain clear lines of communication. The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For the Neosho Fire Department—

Primary POC: Fire Chief Aaron Houk,

125 North College St Neosho, Missouri 64850.

Phone Number 417-451-8021, Email ahouk@neoshomo.gov

Alt POC: Deputy Chief Derek Williams

125 North College St Neosho, Mo. 64850

417-451-8021 dwilliams@neoshomo.gov

6.1.2. For the MONG:

6.1.2.1. Position, office identification, phone number and email of primary POC: Tanner McNutt, Base Operations Manager, TCC, 417-451-3005 ext. 33505, tanner.s.mcnutt.civ@army.mil

6.1.2.2. Position, office identification, phone number and email of alternate POC: Joshua Heilig, Range Technician, TCC, 417-451-3005 ext. 33503, Joshua.d.heilig.civ@army.mil

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the Neosho Fire Department, to—

6.2.1. 125 North College St Neosho, Mo 64850, ahouk@neoshomo.gov and, if to the MONG, to—

6.2.2. [890 Ray A Carver Neosho, MO 64850 and tanner.s.mcnutt.civ@army.mil]

6.3. FUNDS AND MANPOWER. This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

6.4. MODIFICATION OF MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of a term (ex. Initial Term and any Renewal Term) and around the anniversary of its effective date in its entirety.

6.5. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties

6.6. TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing by either Party for any reason. The Party seeking termination must provide at least thirty (30) calendar days written notice to the other Party.

6.7. TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.

6.8. EFFECTIVE DATE. This MOU shall become effective upon the execution and delivery hereof by the Parties hereto (“Effective Date”).

6.9. TERM. This MOU shall continue in effect for a period of two (2) years (the “Initial Term”). At the expiration of the Initial Term, this MOU shall continue from year to year (each a “Renewal Term”) under its then existing conditions unless and until a party terminates or modifies the MOU as outlined herein.

6.10. COUNTERPARTS: This MOU may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original; but all such counterparts shall together constitute one and the same instrument.

6.11. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

7. LIST OF ATTACHMENTS: None

8. GOVERNING LAW. This MOU shall be construed, governed, and enforced in accordance with the laws of the State of Missouri.

9. SOVEREIGN IMMUNITY. Except as otherwise provided by Missouri law, neither the execution of the MOU nor any other conduct, action or inaction of any MONG employee or representative relating to the MOU is a waiver of sovereign immunity by MONG or the State of Missouri.

10. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU’s subject matter, thereby superseding all prior understandings, representations, undertakings, or agreements (whether oral or written and whether expressed or implied) of the Parties with respect to the subject matter hereof.

For the Neosho Fire Department

For the MONG

Signature

Signature

Name, Fire Chief

Name, 70th Troop Command
Administrative Officer

(Date)

(Date)

Mid-Point Review Due Date: _____

Mid-Point Review completed by: _____

Signature and Name of Reviewer

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Resolution Bill No. 2025-41: Surplus PD Vehicles

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Res. Bill No. 2025 -41 - Surplus Police Cars

PURPOSE:

Surplus three police vehicles for trade-ins to Joe Machens Ford.

BACKGROUND:

The city is requesting the surplus of two Dodge Chargers (2014 and 2021) and a Ford Explorer (2014) from our fleet. These vehicles will be used as trade-ins for the new vehicles approved for purchase on October 7th. All three vehicles have over 85,000 miles and are still in operation.

RECOMMENDATION:

Staff recommends council approve the surplus of these vehicles.

Resolution Bill No. 2025-41

A RESOLUTION of the City of Neosho, Missouri, declaring certain personal property as surplus; and authorizing the City Manager to execute the appropriate documents for sale and or disposal of the same.

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.

WHEREAS, it is in the best interest of the City of Neosho, Missouri, to periodically review and dispose of property that is no longer needed for municipal purposes; and

WHEREAS, the City of Neosho, Missouri, has determined that three patrol vehicles are no longer necessary for the operations of the City's Police Department; and

WHEREAS, the disposal of surplus property should be conducted in a manner consistent and compliant with federal law, state law, the City Charter, the City Code, and with generally accepted accounting principles; and

WHEREAS, such disposal should be at the best possible value for the benefit of the public's funds.

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

The City of Neosho, Missouri, hereby declares the following three patrol vehicles as surplus property:

- 2014 Dodge Charger 2C3CDXKT0EH358062
- 2014 Ford Explorer 1FMSK8AE6EGCO2556
- 2021 Dodge Charger 2C3CDXAT8MH628574

BE IT FURTHER RESOLVED, that the City Manager and staff are authorized to dispose of these vehicles in accordance with City policy and applicable law, by means including but not limited to public auction, trade-in, or other method approved by the City Council.

This Resolution shall be in full force and effect upon its passage, and all other resolutions in conflict herewith are repealed.

(This space intentionally left blank.)

Resolution Bill No. 2025-41

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 4th day of November, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Request for Water Connection to City Services 1353 Neosho Drive

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Voluntary Annexation and Irrevocable Consent for 1353 Neosho Drive

PURPOSE:

The purpose of this item is to gain the City Council's acceptance for the property located 1353 Neosho Drive to connect to City Water.

BACKGROUND:

The property owner, Steven A. Mills, of 1353 Neosho Drive is requesting to be connected to City water. They are currently not within the limits of the City and the property is not contiguous and compact with the limits of the City. Pursuant to City Code Sections 710.040 and 710.140 the applicant has completed the application to request the extension, and signed an irrevocable consent, along with a completed application for voluntary annexation to be considered at a later date if the property can be annexed. The applicant has also agreed to pay all necessary fees for the extension.

RECOMMENDATION:

Staff recommends approving the connection to 1353 Neosho Drive.

IRREVOCABLE CONSENT TO ANNEXATION AND AGREEMENT RELATING THERETO

This Irrevocable Consent to Annexation and Agreement Relating Thereto is made and entered into this 15th day of OCTOBER, 2025.

WITNESSETH:

WHEREAS, STEVEN H. MILLS REVOCABLE TRUST, (hereinafter "Owners") are the record Owners a fee simple interest in the following described real property:

(See Attachment A for legal description)

WHEREAS, the above-described realty lies outside of the city limits of the City of Neosho, Missouri, (hereinafter the "City"); and

WHEREAS, it is the policy of the City and the Council not to supply water or sewer to realty and persons located outside of the city limits; and

WHEREAS, Owners have asked the City to provide Owners with water and/or sewer service by permitting Owners to connect on to the City's water and/or sewer system; and

WHEREAS, the City, is willing to deviate from the above stated policy, and is willing to allow Owners to connect on to the City's water and/or sewer system if, and only if, Owners will irrevocably agree to consent to any future annexation by the City of the above described realty in the event the City determines such annexation would be in the best interests of the City.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby agrees to permit Owners to connect to the City's water and/or sewer system and Owners hereby irrevocably consent, on behalf of themselves, their successors and assigns, to any future annexation of the above-described realty by the City irrespective of who initiated the annexation process. If in the event the Owner connects to the City's water system at a time when not City sewer service is unavailable, the Owner agrees to connect to City

sewer services at the Owner's expense whenever City sewer services come within the footage regulations as defined in the Water and Sewer Extension Plan.

2. The City shall charge, and Owners shall pay, such fees as the City determines necessary, appropriate or reasonable for all water and/or sewer service supplied Owners.

3. At such time the City declares that annexation of hereinbefore described realty is in the best interests of the City; the City shall present the attached Voluntary Petition for Annexation to the Council as provided by Section 71.012 RSMo.

4. Alternatively, in the event the City initiates an annexation proceeding in the court system of this state which ultimately requires voter approval, and in the further event such annexation proceeding involves the above-described realty; Owners, their successors and/or assigns hereby agree to cooperate fully with the City and the Council in the annexation process, and Owners, their successors and/or assigns agree they will in no way object to or do anything which would impede the annexation process.

5. In the event Owners, their successors and/or assigns, or anyone acting by, through to on behalf of any of them, shall fail to cooperate fully with the City and the Council in any future annexation proceeding, irrespective of the form of that proceeding, or should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, then the City may thereafter, without notice, terminate water and/or sewer service to the above-described realty and disconnect said property from the City's water and/or sewer system.

6. This agreement, including the Irrevocable Consent to Annexation contained herein, and the Voluntary Petition for Annexation shall be enforceable by specific performance, at the option of the City, and, if litigation is initiated, the parties agree that venue shall be proper only in the Circuit Court of Newton County, Missouri, and all parties expressly waive any rights to venue inconsistent therewith.

7. This agreement, the Irrevocable Consent to Annexation, and the Voluntary Petition for Annexation contained herein shall remain in full force and effect so long as Owners continue to receive water and/or sewer service from the City and/or are connected to the City's water and/or sewer system.

8. This agreement, the Irrevocable Consent to Annexation contained herein shall be deemed to be a covenant running with the land and shall be binding upon Owners, their heirs, legal representatives, successors and assigns.

OWNER SIGNATURE: Steven A. Mills, TIE

DATE: 10-15-25

CO-OWNER SIGNATURE: _____

DATE: _____

OWNER NAME (print): STEVEN A. MILLS, TIE

CO-OWNER NAME (print): _____

Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): **Steven H Mills Revocable Trust**

STREET ADDRESS OWNER(s): **312 SE 375**

CITY, STATE, ZIP CODE: **Warrensburg, MO 64093**

MAILING ADDRESS:

PHONE: **660.441.8309**

OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: **Steven H Mills
312 SE 375, Warrensburg, MO 64093**

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: **Near 1475 Neosho Drive, Neosho, MO 64850**

ARE ANY RESIDENCES LOCATED ON PROPERTY: **NO**

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER& TAX ID NO. FOR

BUSINESS(ES) ON PROPERTY: NONE

REQUESTED ZONING: **R-1**

ELECTRIC PROVIDER:

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE):

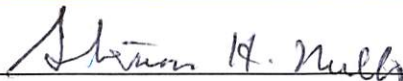
REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of \$100 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER HAS GRANTED AUTHORITY TO THE CITY OF NEOSHO FOR FILING PURSUANT TO AN IRREVOCABLE CONSENT AGREEMENT DATED _____, 20__

OWNER SIGNATURE:



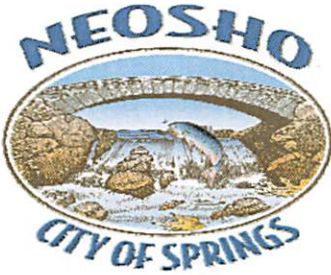
DATE:

OWNER NAME (print): **Steven H Mills**

CO-OWNER SIGNATURE:

DATE:

CO-OWNER NAME (print):



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

AFFIDAVIT FOR A TRUST

Revocable

Steven H Mills Trust Trust



Steven H Mills
Steven H Mills, Trustee

Trustee

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

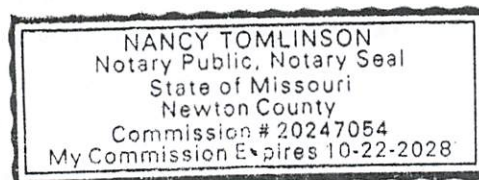
On this 3rd day of November, 2025, before me personally appeared Steven H Mills, to me personally known, who being duly sworn, did declare that she/he is Trustee of Steven H Mills Revocable Trust, and executed this instrument on behalf of said Trust and the said _____ acknowledged said instrument to be the free act and deed of said Trust and that the statements therein contained are all true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Neosho MO, the day and year first above written.

Nancy Tomlinson
Notary Public

My commission expires on:

10/22/28





Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

AFFIDAVIT FOR A TRUST

STEVEN H. MILLS Revocable Trust

Steven H. Mills
Trustee

Trustee

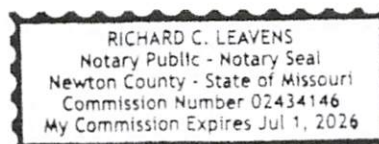
STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 15 day of OCTOBER, 2025 before me personally appeared STEVEN MILLS, to me personally known, who being duly sworn, did declare that she/he is Trustee of STEVEN MILLS TRUST, and executed this instrument on behalf of said Trust and the said STEVEN MILLS acknowledged said instrument to be the free act and deed of said Trust and that the statements therein contained are all true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in NEOSHO NEWTON CO., MO, the day and year first above written.

Richard C. Levens
Notary Public

My commission expires on:



Steven H Mills Trust Attachment A

A part of the South Half of Lot 2 of the Northwest Fractional Quarter of Section 18, Township 25 North, Range 21 West, Newton County, Missouri, described as commencing at the Southeast corner of said S1/2 Lot 2 NW1/4; Thence N63°31'14"W 119.53 feet to a found iron pin, the point of beginning; thence N88°08'35"W 555.12 feet to the East line of the Old Neosho to Diamond Road; thence along said Road N11°08'04"E 114.56 feet; thence N9°46'55"E 25.45 feet; thence leaving said Road, S88°08'35"E 536.90 Feet; thence S3°24'40"W 138.31 feet to the point of beginning, containing 1.73 acres more or less; Subject to any existing easements.

The heretofore plat and described survey was made under my supervision in accordance with the current Missouri Standards for Property Boundary Surveys. This plat represents my professional opinion and is not a guarantee or warranty, either expressed or implied. This survey and plat is for the exclusive use of the party for which it was performed.

32-1110-1
F. James [unclear] RLS 24

EM LAUGHLIN, LLC
Book 372 Page 1197

A part of the South Half of Lot 2 of the Northwest Fractional Quarter of Section 18, Township 26 North, Range 31 West, Newton County, Missouri, described as commencing at the Southeast corner of said S½ Lot 2 NW¼; thence N83°31'14" W 119.53 feet to a found iron pin, the point of beginning; thence N88°08'35" W 55.12 feet to the East line of the Old Neosho to Diamond Road; thence along said Road N11°08'04" W 114.68 feet; thence N9°48'55" E 25.45 feet; thence leaving said Road, S88°03'35" E 536.90 feet; thence S3°24'40" W 138.31 feet to the point of beginning; containing 1.73 acres more or less; Subject to any existing easements.

MILLS
Book 366 Page 2493

S 88°08'35" E 538.90'

S $\frac{1}{2}$ LOT 2 NW $\frac{1}{4}$

N 88°08'35" W 555.12'

MILLS

WILLIAMS
Book 333 Page 142C.

FD. PIPE
SE CORNER
S $\frac{1}{2}$ LOT 2 NW $\frac{1}{4}$
S.18 T.25 R.31

SCALE: 1"=60'

BASIS OF BEARINGS: BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

○ = SET 1/2" IRON PIN WITH CAP
● = FOUND IRON PIN
□ = FOUND ALUM. MON.
■ = FOUND STONE

 = FENCE, BARBED WIRE
 = PIPE FENCE
 = WOOD FENCE
 = RIGHT-OF-WAY
 = CENTER LINE

SOURCE DEED: BOOK 368, PAGE 2493

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

NO ATTEMPT HAS BEEN MADE, AS A PART OF THIS SURVEY, TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE OR LOCATION OF ANY UTILITIES OR SERVICE LINES. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

THE ACCURACY STANDARD THAT APPLIES TO THIS SURVEY IS FOR TYPE RURAL
PROPERTY (SURVEYOR DOES NOT CERTIFY AS TO ACTUAL USE OF PROPERTY)

LONCARICH SURVEYING LLC

**12745 Sorrel Road
Goodman, MO 64843
Mobile 417-262-2350**

COA 2023033720

STEVE MILLS

**Part of the S-1/2 Lot 2 NW-1/4
Sec. 18, Twp. 25, Rng. 31**

DRAWN BY: PL
CHECKED BY: JL

DATE: May 13, 2025

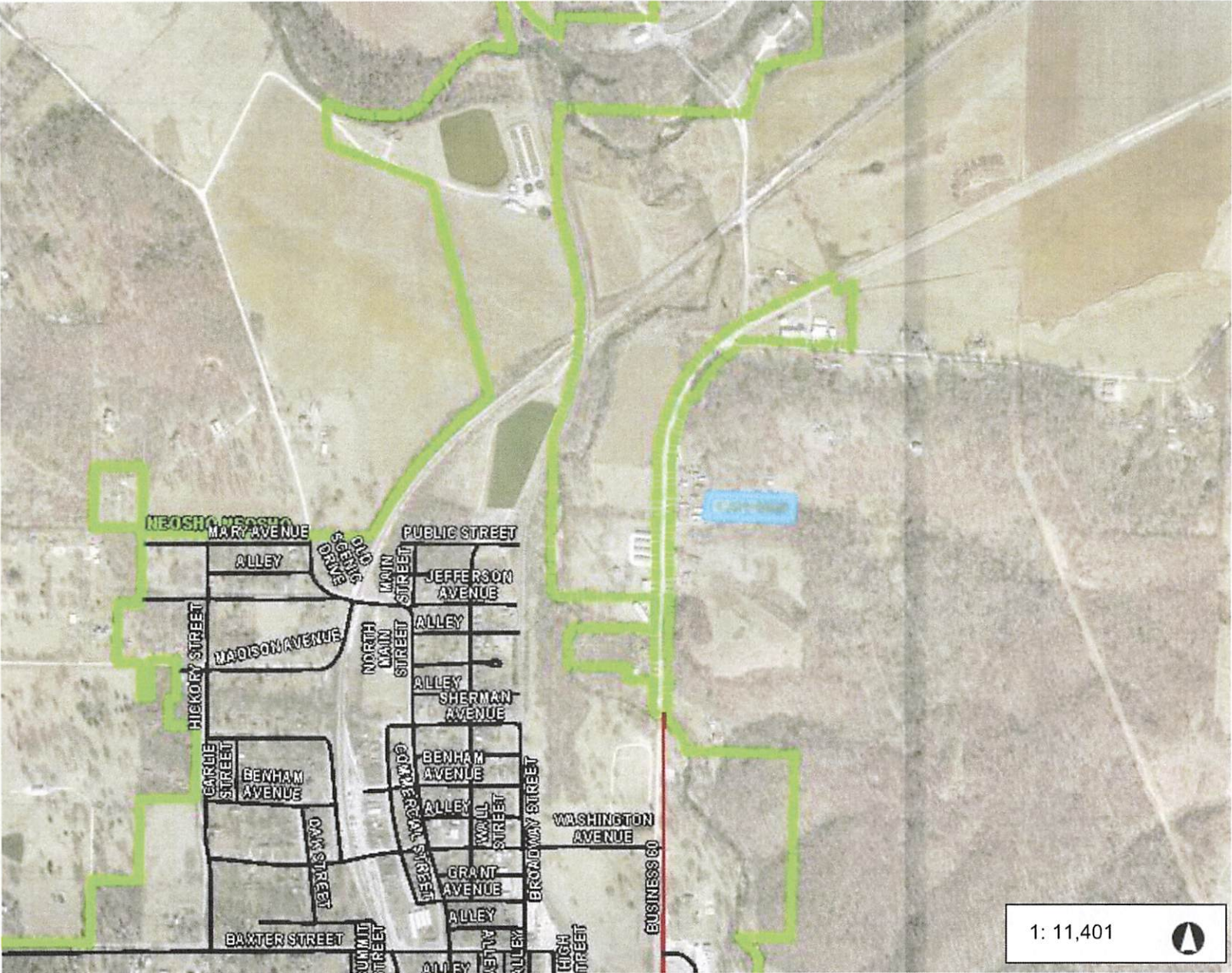
JOB NUMBER:
25-035

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
- Corporate Limit Line



1: 11,401



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

Notes



Recording Date/Time: 04/18/2017 at 10:17:47 AM

Book: 366

Page: 2493

Instr #: 201702519

Type: WD

Pages: 6

Fee: \$39.00 \$ 20170002201



39.00

Harris, Harris

* Gilbert LLC

206 North Holden St

Warrensburg, MO 64093

SPECIAL WARRANTY DEED

UK# 6422 #39.00

THIS INDENTURE, made on the 10 day of April, 2017, by and between Steven H. Mills as Trustee of the Lynda S. Mills Revocable Trust, dated August 14, 2007, of the County of Johnson, State of Missouri, Grantor, and Steven H. Mills, Trustee of the Steven H. Mills Revocable Trust, dated August 14, 2007, of the county of Johnson, State of Missouri Grantee, (Mailing address of said named grantee is 312 SE 375, Warrensburg, Missouri 64093).

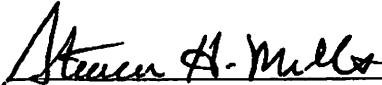
WITNESSETH, THAT THE SAID Grantor, in consideration of the sum of One DOLLAR, to him, paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto the said Grantor and their heirs and assigns, an undivided $\frac{1}{2}$ interest in the following described lots, tracts or parcels of land, lying, being and situate in the County of Newton and State of Missouri, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto his heirs and assigns forever; the said Grantor hereby covenanting that the said premises are free and clear from any incumbrance done or suffered by them; and that

they will warrant and defend the title to said premises unto the said Grantee and unto their heirs and assigns forever, against the lawful claims and demands of all persons claiming under their.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year above written.


STEVEN H. MILLS, TRUSTEE

STATE OF MISSOURI)
) SS.
COUNTY OF JOHNSON)

On this 10 day of April, 2017, before me, a Notary Public, personally appeared Steven H. Mills, Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in Warrensburg, Missouri the day and year last above written.



JENNIFER L. GATCHELL
My Commission Expires
August 8, 2020
Johnson County
Commission #12377519

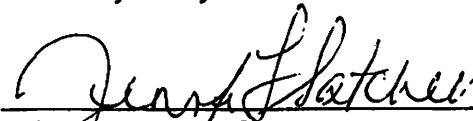

NOTARY PUBLIC

EXHIBIT "A"

Tract 1:

The Northeast Quarter of the Southwest Quarter and a strip of ground 15 feet in width beginning at a point on the West line of said Northeast Quarter and the Southwest Quarter, said point being 6 rods and 10 feet South of the Northwest corner thereof, and running thence South 15 feet, thence West 40 rods and 12 feet to the Neosho-Diamond Road, thence North 15 feet to the Southwest corner of a 2 acre tract formerly owned by Anna Hanson, thence East along the South side of said Hanson tract to the place of beginning, all being in Section 18, Township 25, Range 31, Newton County, Missouri.

Tract 2:

The Southeast Quarter of the Southwest Quarter of Section 18, Township 25, Range 31, Newton County, Missouri.

Tract 3:

A part of the South Half of Lot 1 and Lot 2 in the Northwest Fractional Quarter of Section 18, Township 25 North, Range 31 West, Newton County, Missouri, described as beginning at the Southeast corner of the South Half of Lot 1 of the Northwest Quarter of Section 18, thence North °28' East along the East line thereof 383 feet, thence North 88°31'50" West 1414.54 feet, thence South 2°13'15" West 334.49 feet, thence North 89°20" West 554.65 feet to the East right of way line of the Old Neosho to Diamond Road, thence South 11°09'20" West along said right of way 50.86 feet to the South line of the South Half of Lot 2 of the Northwest Quarter, thence South 90°20' East 672.66 feet to the Southeast corner thereof, thence South 88°31'50" East 1316.18 feet to the point of beginning.

AND a part of the South Half of Lot 2 in the Northwest Fractional Quarter of Section 18, Township 25 North, Range 31 West, Newton County, Missouri, described as commencing at the Southeast corner of the South Half of Lot 1 of the Northwest Fractional Quarter of said Section 18, thence North 88°31'50" West 1316.18 feet; thence North 89°20' West 672.66 feet; thence North 11°09'20" East 50.86 feet to the point of beginning; thence North 11°09'30" East 13.52 feet; thence South 89°21'20" East 552.56 feet; thence South 2°13'15" West 13.52 feet; thence North 89°20' West 554.65 feet to the point of beginning.

Tract 4:

Part of the South Half of Lots 1 and 2 of the Northwest Fractional Quarter of Section 18, Township 25, Range 31, Newton County, Missouri, lying East of the "Old Neosho-Diamond Road" Except the following described tracts, to-wit: (1) Beginning at the Northwest corner of the South Half of

Lot 1, Northwest Fractional Quarter of Section 18; thence due South 125 feet to a point on the North line of the County Road; thence North 86 degrees 40 minutes West 58 feet along said line of county road to the point of beginning; thence South 3 degrees 20 minutes West 300 feet to a point; thence North 86 degrees 40 minutes West 50 feet to a point; thence North 3 degrees 20 minutes East 300 feet to a point on the North line of the county road; thence South 86 degrees 40 minutes East 50 feet more or less to the point of beginning. (U.S. Government water plant tract) (2) Also Except a tract beginning at the Northeast corner of the South Half of the Northwest Quarter of Section 18; and running thence South 125 feet for the point of beginning; thence South on same course 475.2 feet; thence West 550 feet; thence North 475.2 feet; thence East 550 feet to the point of beginning, (3) Also except a tract commencing at a concrete Government marker situated 425 feet South and 58 feet West of the Northeast corner of said South Half of Lot 2 of the Northwest Quarter; thence East 414 feet to the point of beginning; running thence East 208 feet; thence North to the South line of public road; thence West along the South line of public road 208 feet; thence South to the point of beginning. (4) Also Except that part of the South Half, Northwest Fractional Quarter of Section 18, beginning at a concrete marker, situated 425 feet south and 58 feet West of the Northeast corner of the South Half of Lot 2 Northwest Quarter of Section 18; thence East 622 feet to the point of beginning; thence North to the South line of the public road; thence East to a point 550 feet West of the East line of the South Half of the Northwest Quarter Section 18; thence running South to a point due East of the point of beginning; thence West to beginning. (5) Also Except a tract of land 125 feet in width squarely off the North side of the South Half of Lot 1 of the Northwest Fractional Quarter of Section 18, Township 25, Range 31, Newton County, Missouri. (6) And Except a tract beginning at the Southeast corner of the U.S. Government water tract (as described in 1, above) and running thence East 208 feet; thence North 300 feet more or less to the South line of the public road; thence West along the North line of said road 208 feet to the East line of said U.S. Government tract; thence South along the East line of U.S. Government tract to the point of beginning. (7) And Also that part of the South Half of the Northwest Quarter of Section 18, Township 25, Range 31, Newton County, Missouri, described as beginning at a cement post marker at the Northeast corner of a certain U.S. Government Tank tract, said marker being 125 feet South and 60 feet West of the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 18, thence East 208.7 feet, thence South to the intersection of a line due East from the South side of said Government tract, thence West 208.7 feet to a cement post marker at the Southeast corner of said Government tract, thence due North along the East side of said tract of place of beginning, Except the East 104.3 ½ feet thereof. (8) And Also Except Part of the South Half of the Northwest Quarter of Section 18, Township 25, Range 31, Newton County, Missouri,

beginning at a Government Marker at the Northeast corner of U.S. Government tract; thence East 104.3 ½ feet; thence due South to a line directly East of Government Tract; thence due East 104.3 ½ feet; thence North to a point due East of Government tract, thence due West to beginning. (9) And Also Except Part of the South Half of the Northwest Quarter of Section 18, Township 25, Range 31, Newton County, Missouri, beginning at a Government Marker at the Northeast corner of U.S. Government Tract, thence East 104.3 ½ feet, thence due South to a line directly East of the Southeast corner of Government Tract, thence West 104.3 ½ feet more or less to the Southeast corner of U.S. Government Tract, thence North along the East line of Government tract to the point of beginning. (10) And Also Except Part of the South Half of the Northwest Quarter of Section 18, Township 25, Range 31, Newton County, Missouri, commencing at a Government Marker, beginning at the Northeast corner of U.S. Government Tract, thence East 208.7 feet to the point of beginning, thence East 167.3 feet, thence South to a line directly East of the Southeast corner of Government Tract, thence West 167.3 feet, thence North to the point of beginning. (11) And Also Except A part of the South half of Lots 1 and 2 in the Northwest Fractional Quarter of Section 18, Township 25, Range 31, Newton County, Missouri, described as beginning at the Southeast corner of the South Half of Lot 1 of the Northwest corner of Section 18, thence North 0 degrees 28 minutes East along the East line thereof, 383 feet, thence North 88 degrees 31 minutes 50 seconds West 1414.54 feet, thence South 2 degrees 13 minutes 15 seconds West 334.49 feet, thence North 89 degrees 20 minutes West 554.65 feet to the East right of way line of Old Neosho to Diamond Road, thence South 11 degrees 09 minutes 20 seconds West along said right of way 50.86 feet to the South line of the South Half of Lot 2 of the Northwest Quarter, thence South 89 degrees 20 minutes East 672.66 feet to the Southeast corner thereof; thence South 88 degrees 31 minutes 50 seconds East 1316.18 feet to the point of beginning. (12) And Also Except A part of the South Half of Lots 1 and 2 in the Northwest Fractional Quarter of Section 18, Township 25, Range 31, Newton County, Missouri, described as commencing at the Southeast corner of the South Half of Lot 1 of the Northwest corner of Section 18, thence North 0 degrees 28 minutes East along the East line thereof 383 feet to the point of beginning, thence North 0 degrees 28 minutes East 335.64 feet to a found pipe thence south 89 degrees 52 minutes 45 seconds West 552.29 feet to a found pipe thence North 0 degrees 16 minutes 52 seconds East 181.42 feet of the Southeast corner of the Allen Tract described in Book 250 at Page 4, thence North 89 degrees 48 minutes 30 seconds West 430.72 feet to the Southwest corner of the Allen Tract, thence North 0 degrees 16 minutes 52 seconds East 244.41 feet along the West line thereof to the South right of way of public road, thence North 87 degrees 02 minutes 25 seconds West along said right of way 31.49 feet, thence South 2 degrees 16 minutes 05 seconds West 246.10 feet, thence North 89 degrees

48 minutes 30 seconds West 376 feet to a concrete monument at the Southeast corner of the U.S. Government water plant, thence South 2 degrees 13 minutes 15 seconds West 482.77 feet, thence South 88 degrees 31 minutes 50 seconds East, 1414.54 feet to the point of beginning. (13) And Also Except A part of the South Half of Lot 2 in the Northwest Fractional Quarter of Section 18, Township 25 North, Range 31 West, Newton County, Missouri, described as commencing at the Southeast Corner of the South Half of Lot 1 of the Northwest Fractional Quarter of said Section 18, thence North 88 degrees 31 minutes 50 seconds West 1316.18 feet; thence North 89 degrees 20 minutes West 672.66 feet; thence North 11 degrees 09 minutes 20 seconds East 50.86 feet to the point of beginning; thence North 11 degrees 09 minutes 20 seconds East 13.52 feet; thence South 89 degrees 321 minutes 20 seconds East 552.56 feet; thence South 2 degrees 13 minutes 15 seconds West 13.52 feet; thence North 89 degrees 20 minutes West 554.65 feet to the point of beginning. (14) And Also Except A part of the South Half of Lot 2 of the Northwest Fractional Quarter of Section 18, Township 25 North, Range 31 West, Newton County, Missouri, as described as commencing at the Southeast Corner of the South Half of Lot 1 of the Northwest Fractional Quarter of said Section 18; thence North 0 degrees 28 minutes East along the East line thereof 383 feet; thence North 88 degrees 31 minutes 50 seconds West 1414.54 feet; thence North 2 degrees 13 minutes 15 seconds East 378.05 feet to the point of beginning; thence West 50.00 feet; thence South 2 degrees 31 minutes 15 seconds West 150 feet; thence East 50.0 feet; thence North 2 degrees 13 minutes 15 seconds East 150 feet to the point of beginning.

Tract 5:

The West half of the Northeast Quarter of Section 8, Township 24 North, Range 32 West, Newton County, Missouri; EXCEPT A part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 24 North, Range 32 West, Newton County, Missouri described as beginning at the Northwest corner of said Northwest quarter Northeast Quarter, thence S 87°44'38" E 1319.46 feet to the Northeast corner thereof; thence S 2°55'46" W along the East line thereof 517.21 feet; thence S 77°29'15" W 311.70 feet; thence N 75°29'40" W 221.46 feet; thence N 48°31'03" W 89.43 feet; thence N 20°14'08" W 130.62 feet; thence N 17°52'17" W 12.22 feet; thence N 20°27'20" W 130.76 feet; thence N 40°16'59" W 80.66 feet; thence N 79°07'23" W 58.33; thence along the toe of an existing bluff the following calls S 75°31'43" W 145.40 feet; thence N 87°04'05" W 26.82 feet; thence S 63°52'45" W 71.99 feet; thence S 53°58'26" W 169.57 feet; thence S 50°25'23" W 131.90 feet; thence S 48°06'22" W 78.66 feet to the West line of said Northwest Quarter Northeast Quarter; thence N 3°09'33" E 495.77 feet to the point of beginning; containing 12.40 acres more or less; Subject to any existing easements.



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

A part of the South Half of Lot 2 of the Northwest Fractional Quarter of Section 18, Township 25 North, Range 21 West, Newton County, Missouri, described as commencing at the Southeast corner of said S1/2 Lot 2 NW1/4; Thence N63 31'14"W 119.53 feet to a found iron pin, the point of beginning; thence N88 08'35"W 555.12 feet to the East line of the Old Neosho to Diamond Road; thence along said Road N11 08'04"E 114.56 feet; thence N9 46'55"E 25.45 feet; thence leaving said Road, S88 08'35"E 536.90 Feet; thence S3 24'40"W 138.31 feet to the point of beginning, containing 1.73 acres more or less; Subject to any existing easements.

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this 3rd day of November, 2025.

OWNER SIGNATURE: Steven H. Mills DATE: 11/3/2025

OWNER NAME (print): Steven H Mills STEVEN H. MILLS

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Chapter 100 Bond Discussion

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2023-08 Economic Development Policy

PURPOSE:

Inform council about a local company requesting to utilize this program.

BACKGROUND:

The city of Neosho is working with Laz-y-Boy on a project for a new warehouse. They are pursuing the Chapter 100 bonds for this project.

RECOMMENDATION:

Informal update to Council only at this time.

RESOLUTION NO. 2023-08

A RESOLUTION of the City of Neosho, Missouri, approving an Economic Development Incentives Policy.

WHEREAS, the City of Neosho, Missouri (the "City") is a constitutional charter city and political subdivision of the State of Missouri; and

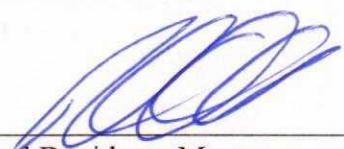
WHEREAS, the City desires to provide a comprehensive policy (the "Policy") regarding consideration and implementation of all economic development incentives available to the City and; and

WHEREAS, the City Council wishes to enact the Policy to address the factors to consider and possible conditions under which the City may consider and approve various economic development incentives.

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

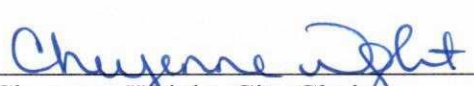
Section 1. Authorization of Document. The Economic Development Incentives Policy, which is attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI this 21st day of November, 2023, by a vote of 6-yes.
0-no



Richard Davidson, Mayor

ATTEST:



Cheyenne Wright, City Clerk

APPROVED AS TO FORM:



Jordan L. Paul, City Attorney



EXHIBIT A
TO RESOLUTION NO. 2023-08

ECONOMIC DEVELOPMENT INCENTIVES POLICY

**ECONOMIC DEVELOPMENT INCENTIVES POLICY
FOR THE**

CITY OF NEOSHO, MISSOURI

**Contact: David Kennedy, City Manager
203 E. Main St.
Neosho, MO 64850
417-451-8050**

INTRODUCTION

The City of Neosho, Missouri, recognizes that the use of economic development incentives is sometimes necessary to spur development but that the interests of its citizens are best represented when incentives are used responsibly. The purpose of this Policy is to describe incentives that the City is willing to consider for projects and set general guidelines that the City may choose to follow in determining whether to incentivize a particular project. The City may, in its discretion, approve projects with incentives in excess of those described in this Policy when special circumstances are presented. Additionally, not all projects will be granted incentives simply because a request is made that fits within the parameters set out in this Policy. Each grant of incentives will be considered on a case-by-case basis by the City.

In all circumstances where taxes will be abated or captured, the applicant will be required to meet with the affected taxing jurisdictions to discuss the impact that the project and the proposed incentives will have on the taxing jurisdictions. Input from taxing jurisdictions at such meetings should be incorporated into the incentive request.

Generally, those who seek incentives from the City should be able to demonstrate the need for the incentive and that the project would not occur were it not for the incentive. Most projects will not be considered if the total value of the incentive package exceeds 20% of the total project costs.

Incentive requests should:

1. Demonstrate a clear public purpose and economic benefit such as expanding the tax base, creating quality jobs, and spurring needed types of development in targeted City locations.
2. Demonstrate that the incentive will make a difference in determining the decision of the business to locate, expand or remain in the City.
3. Include evidence that demonstrates the company's financial stability and capacity to complete the project.
4. Not result in any taxing jurisdiction affected by the incentive receiving less total real and personal property tax revenue from the property than was received prior to the granting of the incentive.
5. Include a capital investment valued at [\$5 million] or more for a new business or [\$3.0 million] or more for expansion of an existing business.

CHAPTER 100 TAX ABATEMENT

Potential Incentives

- Real property tax abatement
- Personal property tax abatement
- Sales tax exemption on construction materials
- Sales tax exemption on equipment / machinery (if MO DED approves)

Types of Projects

- Commercial, industrial, retail, apartments (but not owner-occupied residential)

Formation Procedures

- Plan is drafted and provided to taxing jurisdictions, hearing is held, City approves by ordinance, documents are drafted, approved by ordinance and executed. Abatement is triggered by conveying project to City, City then leases project back to private company. City must own project during abatement period.

Policy Guidelines

- Maximum real property tax abatement: 50% for 10 years
- Maximum personal property tax abatement: 50% for 10 years
- Abatement schedules that reduce the amount of abatement over time are preferred
- Abatement levels that exceed 50% for 10 years should demonstrate special need or benefit to the community

CHAPTER 353 TAX ABATEMENT**Potential Incentives**

- Real property tax abatement up to 100% on improvements for 10 years followed by up to 50% on land and improvements for an additional 15 years

Types of Projects

- Commercial, industrial, retail, residential
- Existing property must be blighted

Formation Procedures

- Plan is drafted and provided to taxing jurisdictions, hearing is held, City approves by ordinance, documents are drafted, approved by ordinance and executed. Abatement is triggered by conveying property to a Redevelopment Corporation, which conveys property back to the private company.

Policy Guidelines

- Maximum real property tax abatement: 50% for 10 years on improvements
- Requests for maximum abatement allowed should demonstrate special need or benefit to the community

TAX INCREMENT FINANCING**Potential Incentives**

- Capture of up to 100% of increase in real property taxes (PILOTs) for payment of project costs
- Capture of up to 50% of increase in sales taxes (EATs) for payment of project costs
- Maximum capture period is 23 years
- Bonds may be issued to monetize PILOTs and EATs revenue stream at beginning of project

Types of Projects

- Commercial, industrial, retail
- Existing property must be blighted

Formation Procedures

- Plan is drafted and provided to taxing jurisdictions, notices are published and sent to various parties, hearing is held at TIF Commission, TIF commission votes on whether to recommend approval to City, City holds hearing and approves by ordinance, documents are drafted, approved by ordinance and executed.

Policy Guidelines

- At least 50% of PILOTs should be waived and returned to the taxing jurisdictions as “surplus”
- Requests for less than maximum capture rate and less than 23-year capture period are favored
- Requests for maximum capture allowed should demonstrate special need or benefit to the community
- TIF should be a last resort incentive due to increased formation and administration burden
- Total reimbursement should not exceed 25% of the total private development costs.

COMMUNITY IMPROVEMENT DISTRICTS

Potential Incentives

- Sales tax – up to 1.0% added to pay project costs
- Special assessments added to pay project costs
- Real property tax added to pay project costs
- Bonds may be issued to monetize revenue streams at beginning of project

Types of Projects

- Non-blighted area: *public* improvements relating to commercial, industrial, retail or residential
- Blighted area: demolition, removal, renovation, reconstruction or rehabilitation of *private* improvements

Formation Procedures

- Petition is filed with City, notices are published and sent to various parties, hearing is held by City, City approves by ordinance, elections are held (sometimes by petition) for funding mechanism, documents are drafted, approved by ordinance and executed.

Policy Guidelines

- Sales tax addition should not result in total sales tax levy of more than [10.5%] total sales tax rate
- Most favorable consideration will go to projects that fund public improvements of general benefit to the City

TRANSPORTATION DEVELOPMENT DISTRICTS

Potential Incentives

- Sales tax – up to 1.0% added to pay project costs
- Special assessments added to pay project costs
- Real property tax added to pay project costs (maximum of 10¢ on each \$100 of assessed valuation)
- Toll roads or user fees added to pay project costs
- Bonds may be issued to monetize revenue streams at beginning of project

Types of Projects

- Transportation-related *public* improvements relating to commercial, industrial, retail or residential development

Formation Procedures

- Petition is filed with Circuit Court, notices are published, hearing is held by Court, Court orders formation, elections are held (sometimes by petition) for funding mechanism, documents are drafted, approved by ordinance and executed.

Policy Guidelines

- Sales tax addition should not result in total sales tax levy of more than [10.5%] total sales tax rate
- Most favorable consideration will go to projects that fund transportation improvements of general benefit to the City

COOPERATION AGREEMENTS**Potential Incentives**

- Reimbursement of *public* improvement costs from increased sales taxes generated by the project
- Applies to City taxes only; purpose of tax must match type of improvement

Types of Projects

- *Public* improvements relating to sales tax generating development (typically retail)

Formation Procedures

- Approved by ordinance of the City, documents are drafted, approved by ordinance and executed.

Policy Guidelines

- Most favorable consideration will go to projects that fund public improvements of general benefit to the City

ENHANCED ENTERPRISE ZONES**Potential Incentives**

- Real property tax abatement up to 100% on improvements for 25 years

Types of Projects

- Permitted clusters of businesses

Formation Procedures

- Hearing is held, City approves by ordinance, documents are drafted, approved by ordinance and executed.

Policy Guidelines

- Maximum real property tax abatement: 50% for 10 years on improvements
- Requests for maximum abatement allowed should demonstrate special need or benefit to the community

REQUESTED COUNCIL MEETING DATE: November 4, 2025**ITEM:** Police Department Budget Update

ORIGINATING DEPARTMENT: Police Department**ATTACHMENT:** None

PURPOSE:

The purpose of this item is to present to the council the current status of the Police Department's purchases authorized from this years fiscal year.

BACKGROUND:

The police department was authorized, among other items:

1. 3 new Police Vehicles
2. 20 Taser 10s, Virtual Reality Trainer, and Training from Axon
3. Blue Shield Grant
4. New Department Glocks with Optics

The current status of each of those items:

1. The dealership has received the 3 new vehicles last week. We anticipate delivery any day now, and we have already decommissioned three vehicles out of our fleet and are prepared to receive and install the equipment as soon as we receive the new vehicles. The paperwork is in progress to transition the new vehicles into the City inventory.
2. We have received all the equipment we will need to train and equipment the police officers with the new Taser 10. Originally the training from Axon was to occur sometime in January with an anticipated equipment issue by the end of January. Due to the poor condition of our less lethal equipment, this was unacceptable, and we were able to move training on Taser 10 to November 18, and officers should have the new equipment in the field before Thanksgiving.
3. We have been awarded the blue shield grant, and we are moving forward with the equipment order. Most of the new equipment we are ordering are to outfit our new vehicles and start the process of standardizing the equipment in each of the cars. We are waiting for some quotes on the e-bikes for downtown city events, but we anticipate ordering them in the coming weeks.
4. Finally, we had previously purchased new firearms to replace our outdated, and in some cases 20 year old service firearms. Last week, I had the department train all officers on the new firearms, red dots, and tactical lights. I am please to report that all our officers are now training, qualified, and issued the new service firearms.

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: November 4, 2025

ITEM: Department Uniforms

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT: None

PURPOSE:

The purpose of this item is to update the council on the current condition and serviceability of our uniforms.

BACKGROUND:

The current police department uniform and leather gear are aged and at the end of their life. In the previous few years, officers have been issued different styles of uniforms which do not match the style of uniforms that some officers wear. The uniform's service life is also at an end in many cases, and we are looking to replace much of our current stock. Finally, the uniforms we have issued are very uncomfortable due to 1) their construction and material, and 2) black is very hot in the summer months. One of the priorities of the officers in the department is to go with a uniform style and construction that will allow them to breathe and be more durable.

The city also recently changed branding with a new color scheme and style and new uniform changes should match our city's look.

RECOMMENDATION:

I recently held a survey on a new department uniform. The officers were presented with a Blauer shirt in French blue that had vents along the seams of the shirt. The shirts are constructed with comfort without decreasing the professional appearance of our officers. The pants color scheme would change to a navy blue and have a stripe that matches the color of the shirt. The pants are lightweight, have extra material in the knees, and help wick away heat and moisture to keep officers cool and dry. The pants also have extra pockets to allow officers to store equipment necessary to do their jobs. Overall, the appearance of our officers will change while still maintaining the traditional appearance of our officers we have become accustomed to.

The department patch will keep the same design; however, the state seal will be replaced by the city seal. The color scheme of the patch will change to match the city's color scheme.

The new uniform purchases were necessary in any event. The purchase is budgeted for in our current budget, and this is a great opportunity for our department to match the city's branding.